



ATTACHMENT 2

**Department of Environmental
Resources Management**

2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

(561) 233-2400

FAX: (561) 233-2414

www.pbcgov.com/erm



**Palm Beach County
Board of County
Commissioners**

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

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

R2024 0780

JUL 02 2024

**Palm Beach County
Dune and Beach Restoration Annual Contract
(Federalized)
Project No.: 2024ERM01**

**EASTMAN AGGREGATE ENTERPRISES, LLC
(Contractor A)**

**CONTRACT DOCUMENTS: BIDDING REQUIREMENTS,
CONTRACT FORMS, CONDITIONS OF THE CONTRACT,
APPENDICES AND TECHNICAL SPECIFICATIONS**

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

*"An Equal Opportunity
Affirmative Action Employer"*



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Contractor's Certification of Final Completion	A-13
Statement and Documentation Regarding Subcontractor Releases	A-14
Consent of Surety for Final Payment	A-15
Final Warranty of Title and Release	A-16 - A-17
Guarantee	A-18
Request for Substitution/Modification/Removal of Subcontractor	A-19
Disbursement of Previous Periodic Payments to Subcontractors	A-20
Disbursement of Final Payment to Subcontractors	A-21
Appendix B	
Post Bid Information	B-1 – B-5
Technical Specifications	TS-1 - TS-19
Figures	TS-20 - TS-22
Tables	TS-23 - TS-25
Attachments	TS-26 - TS-30

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 P.M. local time, **Thursday, March 7, 2024** (“Bid Due Date”) in the PBC Department of Environmental Resources Management (ERM), located at Vista Center, 2300 Jog Road 4th Floor, West Palm Beach, Florida, 33411. The Bid Documents received by this time will be opened on the aforementioned Bid Due Date at a public meeting at the above address.

Project Name: Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)
Project No. 2024ERM01

Project Description. Work entails furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for the construction of dune and beach habitat restoration projects at the County's discretion through multiple Work Orders, issued on an as-needed basis, for a period of two (2) years with an optional one (1) year extension. Work Orders in the initial two-year period may entail the North County Comprehensive Shore Protection Project - Segment II, the Singer Island Dune Restoration Project, and emergency dune restoration projects as necessary.

All conditions and requirements for bid submission, consideration, and award are contained in the Contract Documents, which include the plans and specifications, and will be available beginning **Tuesday, February 6, 2024**. Bidders can download and print Contract Documents (except for confidential building plans and/or drawings) free of charge from PBC's Vendor Self-Service (VSS) website: <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

A **Non-Mandatory Pre-Bid Meeting** will be held on **Tuesday, February 20, 2024, at 10:00 AM** at PBC, Vista Center, 2300 N. Jog Road, 4th Floor, West Palm Beach, Florida 33411-2743. A virtual Webex link to attend the meeting can be obtained from the VSS website and requested via ERM-Bidding@pbcgov.org.

A **Non-Mandatory Site Visit** to two project sites is available following the Pre-Bid Meeting, commencing at 1:00 PM at Beach Access #52, just north of Jupiter Reef Club, 1600 South, Florida A1A, Jupiter (meet in the parking area immediately North of the access). We ask all prospective bidders to notify ERM of their intent to attend the Site Visit no later than the close of business two days prior. Please email ERM-Bidding@pbcgov.org or call (561) 233-2400 to notify of your intent to attend. If no bidders pre-register, the site visit will be cancelled.

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

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

Federal and State Terms and Conditions Apply. This Project will be funded or reimbursed in whole or in part with the following federal and state grant funds:

- Federal Emergency Management Agency (FEMA)
- Florida Department of Environmental Protection (FDEP)

The applicable contract clauses, representations and certifications (collectively, Federal and State Grant Requirements) are attached to the Instructions to Bidders, which are a part of the Contract Documents. Contractors submitting bids for this Project must be familiar with and agree to comply with these detailed Federal and State Requirements. Contractors should be aware that the County's Local Preference, Glades Local Preference, Apprentice Incentive, Glades Resident Incentive and EBO Ordinances will **not** apply to this solicitation due to the funding nature of the Project.

Bid proposals must be submitted on the forms provided by ERM and accompanied by a proposal guaranty in the form of a certified check, cashier's check, money order or a bid bond in favor of Palm Beach County in the amount of not less than five percent (5%) of the Base Bid price plus Alternate Bid price. PBC reserves the right to waive any bid irregularities, informalities, or technical deficiencies and to reject any and all bids. Late bids will be rejected and the Bid Bond returned. Construction (payment and performance) bonds, each in an amount equal to 100% of Work Order prices, will be required of the assigned contractor prior to execution of each Work Order.

The County intends to make an award to more than one (1) contractor.

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

Please contact ERM at (561)233-2400 or erm-bidding@pbcgov.org with any questions.

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

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE CIRCUIT
COURT & COMPTROLLER
DEBORAH DRUM, DIRECTOR, Department of
Environmental Resources Management

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BY: MARIA SACHS, MAYOR

PUBLISH: The Palm Beach Post
Sunday: February 11, 2024
Sunday: February 18, 2024

PROJECT NAME: Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)
PROJECT NO.: 2024ERM01

INSTRUCTIONS FOR PRE-BID SITE VISITS

Meeting Points for Non-Mandatory Pre-Bid Site Visits on Tuesday, February 20, 2024

Following the Pre-Bid Meeting, a site visit to two project sites is available commencing at 1:00 pm at Beach Access #52.

Please email ERM-Bidding@pbcgov.org or call (561) 233-2400 to notify ERM of your intent to attend the Site Visit no later than the close of business two days prior. If no bidders pre-register, the site visit will be cancelled.

1. North County Comprehensive Shore Protection Project – Segment II

Beach Access #52, just north of Jupiter Reef Club, 1600 South, Florida A1A, Jupiter
Free roadside parking is available north of the access.



2. Singer Island Dune Restoration Project

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



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

**PROJECT NAME: Palm Beach County Dune and Beach Restoration Annual
Contract (Federalized)
PROJECT NO.: 2024ERM01**

INSTRUCTIONS TO BIDDERS

SECTION DESCRIPTIONS

1. DEFINITIONS
2. LICENSES, BUSINESS TAX, POLICY REGARDING SUBCONTRACTORS
3. BIDDER'S REPRESENTATIONS
4. BIDDING/CONTRACT DOCUMENTS
5. BIDDING PROCEDURE
6. CONSIDERATION OF BIDS AND AWARD OF CONTRACT
7. TIME
8. VOLUNTARY PARTNERING
9. PUBLIC BID DISCLOSURE COMPLIANCE FEES
10. CONSTRUCTION INCENTIVE PROGRAM
11. EARLY COMPLETION INCENTIVE
12. LIQUIDATED DAMAGES
13. LOBBYING
14. LIVING WAGE
15. CRIMINAL HISTORY RECORDS CHECK
16. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL
17. FEDERAL/STATE REQUIREMENTS
18. DEPARTMENT SPECIFIC INSTRUCTIONS

DEFINITIONS

1.1 Addendum or Addenda are written or graphic instruments issued by the County via the County's website, <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> prior to the submission of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections or other type of modifications. Addenda will become part of the Contract Documents when the Contract is executed. Bidders, upon receiving Addenda, shall insert the same into the Bidding Documents.

1.2 Additive or Deductive Bid Item is an 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 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.

1.4 Base Bid is 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 sums stated in Additive or Deductive Bid Items.

1.5 Bid is 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.

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

1.7 Bidder means one who submits a Bid directly to the County, as distinguished from a sub-Bidder who submits a Bid to a Bidder.

1.8 Bidding Documents include the Invitation to Bid, Instructions to Bidders, Federal/State Requirements, Index of Drawings, the Bid Form and all Attachments, Bid Bond and the Public Construction Payment and Performance Bonds and Guarantee, the Contract and contract conditions (General and Supplemental), Technical Specifications, Drawings, any Addenda issued prior to the date designated for receipt of Bids and any federal DBE forms and/or federal certifications required to be submitted with the Bid all as further described in Section 5.1.9 of these Instructions to Bidders.

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

1.10 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.

1.11 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.

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

1.13 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.

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

1.15 Contract Documents consist of the following documents, which are incorporated herein by reference:

- Bidding Documents
- Sealed Bid

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

1.17 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.

1.18 Contractor shall mean 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 Documents. Contractor may mean the Contractor or its authorized representative as the Contract context requires.

1.19 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.

1.20 County or Owner shall mean the Board of County Commissioners of Palm Beach County, Florida.

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

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

1.23 Day or Days shall mean a calendar Day or calendar Days unless specifically stated otherwise in the Contract Documents. A calendar Day begins at 12:00:00 midnight and ends 24 hours later at 11:59:59 p.m.

1.24 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.

1.25 Department shall mean the Palm Beach County, Environmental Resources 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.

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

1.27 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.

1.28 Effective Date - 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.

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

1.30 Final Acceptance or Completion - The date the Project is finally accepted by the County in accordance to General Condition Article 72.

1.31 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.

1.32 Fuel Price Adjustments – Adjustments conducted by the County prior to each Work Order issuance to account for increases/decreases in the price of diesel from those in effect during the month in which bids were received.

1.33 Glades Local Preference (Not Applicable)

1.34 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.

1.35 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.

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

1.37 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.

1.38 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 Supplement(s).

1.39 Local Preference (Not Applicable)

1.40 Lump Sum and Unit Price Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents containing Lump Sum and, where applicable, unit price work items. For the purpose of determining the Base Bid amount on a Lump Sum and Unit Price Bid, the unit price costs multiplied by the estimated quantities contained in the Bidding Documents and the Lump Sum shall be added together.

1.41 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.

1.42 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.

1.43 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.

1.44 Notice to Proceed (NTP) 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 the Contract Time.

1.45 Optional/Alternate Bid is a Bid to perform Work for the County in addition to the Base Bid in which the County at its discretion may choose to execute.

1.46 Palm Beach County is a political subdivision of the State of Florida, as represented by its Board of County Commissioners (hereinafter called “County”) 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 Department of Environmental Resources Management (ERM). Where the word “approval” is mentioned, “approval” shall mean action by the Board of County Commissioners, or designated representative.

1.47 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.

1.48 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.

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

1.50 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.

1.51 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.

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

1.53 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.

1.54 SBE/EBO (Not Applicable)

1.55 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.

1.56 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.

1.57 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.

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

1.59 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.

1.60 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.

1.61 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.

1.62 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.

1.63 Work as used herein refers to the construction and services required by the Contract Documents and includes all permits, labor, materials, equipment, and services provided by the Contractor to fulfill the Contractor's obligations.

1.64 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.

1.65 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. 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).

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

1.67 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.

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

1.69 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.

2.0 LICENSES, BUSINESS TAX, POLICY REGARDING SUBCONTRACTORS

2.1 Licenses - 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. The Bidder and subcontractors, including specialty contractors, are required to have an active State Contractors Certification or an active Palm Beach County Certificate of Competency at time of Bid submittal. 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 Bidder who is not properly licensed/certified at the time the Bid is submitted, or which lists a subbidder who is not properly licensed/certified at the time the Bid is submitted, will be rejected as non-responsive.

2.2 Business Tax - The Bidder 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 Bid Shopping - It is Palm Beach County's policy to discourage Contractors from seeking new subcontractor pricing after the opening of Bids, which practice is sometimes known as Bid or subcontractor shopping. In order to facilitate this policy, Bidders may be required to identify, in the Bid Documents, the subcontractors in the categories listed in Attachment 3, if provided, which Bidder, intends to use to perform the Work, or state its intention to self-perform the Work contained in those categories.

2.3.1 No Contractor, having been awarded any Contract based upon the Contractor's response to an Invitation to Bid, 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, as provided in the approved Request for Substitution/Modification/Removal for Subcontractors form in Appendix A.

2.3.2 No Contractor, having been awarded any Contract based upon the Contractor's response to an invitation to Bid, 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, as provided in the approved Request for Substitution/Modification/Removal for Subcontractors form in Appendix A.

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.

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 Documents, 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 Bidder acknowledges and understands that certain informational drawings and reports may be referenced in the Bidding Documents and are provided by the County for informational purposes only. Such informational reports and drawings are not part of the Contract Documents, but the Bidder may review the technical data contained therein for general information purposes only. The County does not represent that the conditions reflected in such informational 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, 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 for the Project, 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 Documents and/or it has satisfied itself with respect to such conditions and it shall make no claims against the County or the Architect/Engineer of Record if upon 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 at the pre-bid conference to conduct such investigations and tests as each Bidder deems necessary for submission of its Bid. Upon completion of such 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 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 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 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 Documents.

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 Documents and that such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents 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 Architect/Engineer of Record and/or 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 items are supplied only to give an indication of the general scope of the Work and the County does not expressly or by implication agree that the actual quantity of the Work or material will correspond therewith.

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

A. As provided in F.S. 287.135, by entering into this Contract or performing any Work in furtherance hereof, the Contractor 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. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

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 CONTRACTOR 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 CONTRACTOR, 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 Public Entities Crimes/Convicted Bidder List: As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

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

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

3.4 No Conflict of Interest: The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services. The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgement or quality of services being provided hereunder. Such written notification shall identify the

prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

3.5 Local Preference (Not Applicable)

3.6 Apprentice Incentive (Not Applicable)

3.7 Glades Resident Incentive (Not Applicable)

4.0 BIDDING/CONTRACT DOCUMENTS

4.1 Copies

4.1.1 Bidders may download and obtain complete sets of the Bidding Documents 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 the Bidding 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 Bidding 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 Bidding 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 Bidding 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 Bidding 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 Department of Environmental Resources Management, Vista Center, 2300 N. Jog Road, 4th Floor, West Palm Beach, Florida, 33411-2743 at least seven (7) calendar 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.

Bidders requesting clarification or interpretation of the Bidding Documents shall supply the Department with all information requested by the Department which the Department requires to issue a clarification or interpretation. Bidders finding discrepancies, errors, and/or omissions or having doubt as to the intent of the technical portions of the Contract Documents shall at once notify the Engineer of Record and provide a copy to the Department. Bidder's questions relative to Bidding requirements, Bidder qualification and Contract award shall be directed to the Department. The Department, in its sole discretion, shall determine if a clarification or interpretation of the Bidding Documents is required.

4.2.3 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 Vendor Self-Service (VSS) website, <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. It is the sole responsibility of the Bidder to routinely check VSS for any Addendum that may have been issued prior to the deadline for receipt of Bids. Interpretations, corrections or changes made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections or changes.

4.2.4 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 here will govern the interpretation of the Contract Documents prior to and after award of the Contract. In case of discrepancy among the 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, the County shall resolve the conflict in any manner which is acceptable to County and which comports with the

overall intent of the Contract.

- a. Permits, Submittals, Drawings, Plans, Shop Drawings, Change Orders, Field Orders, Work Order Directives, Written Amendments, Work Orders and Work Order Supplements when approved
- b. Addenda
- c. Technical Specifications and attached Figures, Tables, Attachments, Appendices
- d. Contract Conditions - General Conditions and Supplemental Conditions, if included
- e. Bidding Documents - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments, including Bid Bond
- f. Appendices
- g. Contract Forms - Guarantee, Insurance Certificates, Public Construction Bond Forms
- h. Sealed Bid

4.2.5 Whenever reference is made to actions being performed with respect to dates and times set forth in the Invitation to 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 As they are issued, all Addendum to this solicitation will be posted under the applicable solicitation on the County’s on-line Vendor Self-Service (VSS) system at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. It is the sole responsibility of the Bidder to routinely check VSS for any Addendum that may have been issued prior to the deadline for receipt of Bids.

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

4.3.3 No Addenda will be issued later than five (5) Work Days prior to the date for receipt of Bids except an Addendum withdrawing the Invitation to Bid, 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.

4.3.4 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 receipt of each individual Addendum at the time of issuance and final receipt of all Addenda by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt may result in rejection of a Bid.

4.4 Pre-Bid Conference

4.4.1 If available after the Pre-Bid Conference, 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. At least one (1) copy of the bid proposal should be submitted for consideration. Changes or additions to the Bid, recapitulations or changes in the Work Bid upon, alternative proposals, or any other modifications of the Bid Form, Attachments to the Bid Form, or the Bid Documents, which are not specifically called for in the Bid Documents may result in the County's rejection of the Bid as non-responsive to the Invitation to Bid.

5.1.2 All blanks on the Bid Form and enclosures to the Bid Form shall be completed.

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 inter-lineation, alteration or erasure must be initialed, in ink, by the signer of the Bid Form.

5.1.5 All requested, Additive or Deductive Bid Items shall be Bid. If no change in the Base Bid is required, enter "No Change."

5.1.6 The Bidder shall provide on Bid Form - Attachment No. 2, 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.

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 alternate Bids are specifically called for. A person, firm or corporation that has submitted a sub-Bid to a Bidder is not, however, disqualified from submitting a sub-Bid or quoting prices to other Bidders or submitting a prime Bid.

5.1.10 The following forms and sand sample, together, comprise a Bid and must be submitted by the date and time specified for the submission of bids in the Invitation for Bid:

BID FORM

- ATTACHMENT 1: BID BOND
- ATTACHMENT 2: LIST OF SUBCONTRACTORS AND SUBCONSULTANTS
- ATTACHMENT 3: TRENCH SAFETY AFFIDAVIT
- ATTACHMENT 4: LIST OF RELATED WORK EXPERIENCE including a 3-lb sand sample (sealed/contained bag) with certified geotechnical analysis
- ATTACHMENT 5: CERTIFICATION REGARDING ARTICLES, MATERIALS, AND SUPPLIES PRODUCED IN THE UNITED STATES AS REQUIRED BY 23C.F.R 635.410 (BUY AMERICAN ACT)
- ATTACHMENT 6: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
- ATTACHMENT 7: CERTIFICATION REGARDING LOBBYING
- ATTACHMENT 8: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER PARTICIPANT
- ATTACHMENT 9: BIDDER DISCLOSURE
- ATTACHMENT 10: CERTIFICATE (CORPORATION or LLC)
- ATTACHMENT 11: LIST OF PROPOSED SUBSTITUTE EQUIPMENT AND MATERIALS
- ATTACHMENT 12: BID SCHEDULE

Omission of any of these attachments from the Bid submission, or failure to properly complete any portion of the required forms, or failure to deliver the attachments on the Bid Due Date may be cause to reject the entire Bid.

5.2 Bid Security, Project Bonds, Insurance.

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 or Bid Bond in favor of the County) in the amount of at least five percent (5%) of the amount equal to the Base Bid price plus Alternate Bid price, pledging that the Bidder will within fourteen (14) Days after Notification from Owner, enter into a Contract with the County on the terms stated in its Bid and will furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish the required bonds and 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 a Contract for the Project, the Bidder may be suspended or debarred from Bidding on future Projects for a period of two (2) years, in accordance with the Palm Beach County Purchasing Ordinance. 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 conform with Paragraph 5.2.4 and 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 shall affix to the bond a certified and current copy of his/her power of attorney. If a Bid bond is submitted on a form other than that provided, such submission may result in the Bid being declared non-responsive. Checks and money orders shall be made payable to Palm Beach County Board of County Commissioners.

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 and the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

5.2.4 Bond Requirements

5.2.4.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the County may prescribe. Bonds shall be from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of the County, and having the County's approval. Ensure that the Surety's Florida Licensed Insurance Agent's name, address, and telephone number is clearly stated on the Bond forms.

5.2.4.2 Prior to execution of a Work Order, the Contractor shall furnish the following to the Department, on the forms provided in the Bidding Documents:

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

- b. Public Construction Bond (Performance) in the minimum amount of 100% of the first Work Order price. The Contractor shall provide additional bonding to maintain the total penal amount equal to the total balance of all incomplete Work Orders and Work Supplements. Retainage shall be included in the balance calculation.
- c. Under no circumstances shall the successful Bidder begin Work until it has supplied the required Public Construction Bonds. Contractor shall record the Bonds and provide a certified copy of the recorded Bonds to County. No payment will be made for Work performed under the Contract until County has received the certified copy of the recorded Public Construction Bonds meeting all of the requirements set forth herein.
- d. Such Public Construction Payment and Performance Bonds shall incorporate by reference all of the terms and conditions of the Contract Documents, 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 amount. The Contractor, at the time of its execution of the Contract, shall provide, with its Contract Bonds, a copy of the Surety Company's current valid Certificate of Authority issued by the United States Department of the Treasury under SS 31, U.S.C. 9304-9308.

5.2.4.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney.

5.2.4.5 As soon as possible after award of the Contract, successful Bidder shall deliver to County a certified copy of the recorded Public Construction Bond or, when applicable, the recorded Payment and Performance bonds. No payment will be made for work performed under this Contract until a certified copy of the appropriate bond(s) has been delivered to County.

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 Documents, 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 Contract, 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 Submission of Bids.

5.3.1 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:

Bid Form

Attachment No. 1 - Bid Bond

Attachment No. 2 - List of Subcontractors and Subconsultants

Attachment No. 3 - Trench Safety Affidavit

Attachment No. 4 - List of Related Work Experience including a **3-lb Sand Sample (sealed/ contained bag) with certified geotechnical analysis**

Attachment No. 5 - Certification Regarding Articles, Materials, and Supplies
Produced in the United States as Required by 23C.F.R 635.410
(Buy American Act)

Attachment No. 6 - Non-Collusion Affidavit of Prime Bidder

Attachment No. 7 - Certification Regarding Lobbying

Attachment No. 8 - Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion – Lower Tier Participant

Attachment No. 9 - Bidder Disclosure

Attachment No. 10 - Certificate (Corporation or LLC)

Attachment No. 11 - List of Proposed Substitute Equipment and Materials

Attachment No. 12 - Bid Schedule

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

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

5.3.4 The Bid Documents shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

Project No.: 2024ERM01

John Doe Contracting Company's **Sealed Bid** for:
Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)
Palm Beach County Department of Environmental Resources Management
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.

5.3.5 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 to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

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

5.3.7 Oral, telephonic, fax, or e-mailed Bids are invalid and will not receive consideration.

5.4 Modification or Withdrawal of Bid.

5.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder for the period after opening of Bids as stipulated on the Bid Form and each Bidder so agrees in submitting its Bid.

5.4.2 Prior to the time and date designated for opening 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 opening 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 opening of the Bid Documents; and it shall be worded so as not to reveal the amount of the original Bid.

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

5.4.4 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 immediately after the time and date identified for submission of the Bid Documents at the location specified.

6.2.1 Rejection of Bids. The Board of Palm Beach County Commissioners 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 recommended 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, 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 to Bid, to the Instructions to Bidders, Palm Beach County Code Sections 2-51 through 2-54, as amended and to Florida law. To be considered the lowest Bid, the Fuel Cost Percentage is excluded from the Bid evaluation. In the event Bidder does not provide a Fuel Cost Percentage for the applicable line item in the Bid Schedule, the Fuel Cost Percentage shall be deemed to be zero. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within two (2) Days of the County's request, written evidence, such as financial data, previous experience, present commitments and other such data 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.

6.3.2 Bid tabulations and Notification from Owner, with recommended awards, will be posted at the location where Bids were opened, for review by interested parties prior to submission through the appropriate approval process to the Board of County Commissioners for approval of award, and will remain posted for a period of five (5) business days.

6.3.2.1 For Projects estimated at \$100,000 or greater, after posting, a Bidder may protest a recommendation for Contract award to the County's Director of Purchasing. Protests must be submitted in writing, addressed to the Director of Purchasing, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199 via hand delivery or mail or fax to (561) 242-6705. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

6.3.2.2 For Projects estimated at less than \$100,000, after posting, a Bidder may protest a recommendation for Contract award by submitting a written protest to the Director, Department of Environmental Resources Management within five (5) business days after the posting of the Notice of Intent to Award by the Department. Protests must be submitted in writing, must identify the Protestor and the solicitation, must describe the grounds for the protest, and must be addressed to the Director, Department of Environmental Resources Management, via hand delivery or mail to 2300N Jog Road, 4th Floor, West Palm Beach, FL 33411 or via email to DDrum@pbcgov.org. A protest is considered filed when it is received by the Director, ERM. Failure to file a protest within five (5) Days of the posting of the Notice of Intent to Award shall constitute a waiver of the Bidder's right to protest.

6.3.3 The County of Palm Beach, in accordance with Title VII of the Civil Rights Act of 1964, affirmatively ensures that for any Contract entered into pursuant to the Invitation to Bid, minority business enterprises will be afforded full opportunity to submit Bids and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

6.3.4 The County may award this Contract to a Bidder with 1) the lowest Base Bid Subtotal, or, 2) the lowest Base Bid + Alternate Bid Total, the selection to be determined by the County in its sole discretion. An award based on lowest Base Bid Subtotal shall not preclude use of the Alternate Bid Item. 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 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 so on.

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.

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

1. Interest by the same person in more than one Bid.
2. Collusion among or between bidders.
3. Unbalanced Bids; that is Bids in which the Bid price is out of all proportion to the other Bids received.
4. Lack of responsibility on the part of the Bidders. (For example, no Bidder would

- be considered responsible if it had recently failed to satisfactorily carry out any previous Contract with Palm Beach County).
5. Lack of the appropriate financial, material, equipment, facility, and/or personnel resources and expertise necessary to indicate its capability to meet all contractual requirements.
 6. Evidence of bad character, dissatisfactory performance, dishonesty or lack of integrity.
 7. Lack of current applicable certification and/or license for the purpose of performing the specified Work.
 8. An unsatisfactory record of performance and experience.
 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. Any other cause, which, as a matter of law, renders the Bid non-responsive or non-responsible.

7.0 TIME

Time is of the essence in all Contract Documents. The successful Bidder, shall enter into a Contract with the County, shall commence the Work to be performed under the Contract 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 Bid Form.

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 and a location and develop an agenda. Participants shall include the Architect/Engineer and 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 County and a Corporate Officer or other person representing ownership of the Contractor, and of the Architect/Engineer of Record 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 FEES

All fees including, but not limited to, certificate of occupancy fees, permit fees, and inspection fees normally payable by the Contractor to the Palm Beach County Building Division by virtue of this Project will be paid for by the County upon 10 working Days notification. Any subcontractor permit fees are the responsibility of the Contractor. Permits and fees which are required by any other governmental agency are the Contractor's responsibility unless paid for in advance by the County and disclosed in the Bidding Documents. 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 CONSTRUCTION INCENTIVE PROGRAM

If the Bid Form indicates that the Construction Incentive Program is in effect for this Contract, then the provisions of General Condition 77 shall apply. If the Construction Incentive Program is not in effect for this Contract, then the provisions of General Condition 77 shall be void and of no effect.

11.0 EARLY COMPLETION INCENTIVE

If the Bid Form indicates that the Early Completion Incentive is in effect for this Contract, then the following provisions shall apply:

As an additional incentive to complete the Project in a timely manner, the Owner shall pay the Contractor an incentive for early completion if the Contract is finally completed more than 30 Days ahead of schedule. The money shall be due for every consecutive calendar Day the Contract is completed prior to the final completion date provided for herein. The Early Completion Incentive shall be paid at the per diem rate set forth in the Bid Form and shall be capped at forty-five Days, i.e., in no event shall the payment period of the Early Completion Incentive exceed a period of forty-five Days.

12.0 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 **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 **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.

13.0 LOBBYING (for Bids that exceed \$100,000)

13.1 Lobbyist Registration Ordinance. Bidders are advised that the “Palm Beach County Lobbyist Registration Ordinance” prohibits a Bidder or anyone representing a Bidder from communicating with any Commissioner or Commissioner’s staff regarding its Bid, i.e. a “Cone of Silence”.

13.2 Cone of Silence. The “Cone of Silence” is in effect from the date/time of the deadline for submission of the Bid, and terminates at the time that the Board of County Commissioners (“Board”), or a County Department authorized to act on behalf of the Board, awards or approves a Contract, rejects all Bids, or otherwise takes action which ends the solicitation process.

13.3 Exceptions. The exceptions to the “Cone of Silence” specifically include Contract negotiations during any public meeting; Contract negotiations between any County Employee and the intended awardee; public presentations made to the Board; or any written correspondence at any time with any County Employee, County Commissioners, or Advisory Board Member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

13.4 Fines. Violations of this section of the Ordinance are punishable by a fine of \$250.00 per violation.

14.0 LIVING WAGE – NOT APPLICABLE

15.0 CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR’S employees, subcontractors of CONTRACTOR and

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

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

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

16.0 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

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

Failure to cooperate with the Inspector General or interfering with or impeding any investigation

shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

17.0 FEDERAL/STATE REQUIREMENTS

17.1 Federal/State Terms and Conditions Apply. This Contract will be funded or reimbursed in whole or in part with federal and state funds. The detailed federal and state representations and certifications and Contract clauses are attached to these Instructions to Bidders as **Attachments 1 and 2** (“Federal Requirements” and “State Requirements” respectively). Firms submitting Bids must be familiar with the detailed Federal/State Requirements applicable to this Contract and must comply with the terms of the federal/state funding. If the Project has a DBE Goal, the Bidder must return any required DBE forms and certifications with its Bid. If awarded the Contract, the Contractor must comply with all applicable Federal/State Requirements in effect at the time the Work is performed and must include the applicable Federal/State Requirements in all subcontracts for the Project. **In the event of a conflict between the Federal/State Requirements and other provisions of the Contract, the Federal/State Requirements will govern and prevail.**

17.2 Federal/State Requirements – Affirmative Steps. A Bidder must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as subcontractors when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

17.3 The Contractor shall comply with Federal/State requirements outlined in Attachments 1 and 2 to Instructions to Bidders and attached to the Work Order executed under this Contract.

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

17.6 No DBE Goal has been established for this project.

17.7 Davis Bacon does not apply to this Project.

18.0 DEPARTMENT SPECIFIC INSTRUCTIONS

18.1 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 Conditions for federally/state-funded Work Orders.

18.2 The County 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 County 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 the County may require.

18.3 If the Contractor wants to have the County consider the use of alternate or “or equal” products other than those specified in the Contract, then Contractor shall submit such products 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.

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

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

18.6 Quantities and Ordering of Work

18.6.1 Assignment of Work Orders shall be on an as-needed basis and at the sole discretion of the County. The County has no obligation to issue any work under this Contract to any Contractor. No minimum amount of work is guaranteed to any Contractor. The quantities of Work or material provided in 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.

18.6.2 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. The County reserves the right after issuance of a Work Order to increase or decrease the quantity of any unit price item by way of a Supplement.

18.6.3 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.

18.6.4 . Each Work Order will specify the scope of work, its location, a not-to-exceed cost (based on the contracted unit prices), and a timeline for completion. The identified Contractor will be sent a Work Order for signature.

18.6.5 Should Contractor choose to accept the Work Order and after the Contractor has independently verified the Work Order quantities, then within fourteen (14) calendar days of the receipt of the unexecuted Work Order, the Contractor shall return two executed originals of the complete Work Order, including the attachments listed on it, to the County.

18.6.6 The County will review Contractor's calculation of quantities and 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.

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

18.6.8 If the Contractor identified for a Work Order does not accept the Work Order, then the County may identify another Contractor for the Work Order, solicit additional bidders, or use in-house staff to perform a specific Work Order. If declining the Work Order, the Contractor must issue a written notice to the County within forty-eight (48) hours of receipt of the Work Order sent for signature.

18.7 Contract Term and Work Time

18.7.1 The initial Contract Term during which Work Orders can be issued is two (2) years from the date of Contract execution 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.

18.7.2 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 18.8.

18.7.3 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”).

18.7.4 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.

18.8 Contract Price

18.8.1 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.

18.8.2 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 only to the Non-Fuel Unit Cost(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. Under no circumstances, may the single annual price adjustment apply to any Fuel Cost Percentage of any line item.

EXAMPLE			
	Base Bid Items	Fuel Cost Adjustment	% of unit price eligible for CPI adjustment in

			2nd year
1	Mobilization	0%	100%
2	Supply	10%	90%
3	Truck Transport	40%	60%
4	Barge Transport	30%	70%

The percentages used in this example have been assumed for the purpose of demonstration.

18.9 Prior to construction

18.9.1 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.

18.9.2 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, except that the County may first notify Contractor in writing of its intent to issue said Work Order, for the purpose of ascertaining whether Contractor will accept or decline.

18.10 Piggyback clause

18.10.1 The County encourages and agrees to the successful bidder extending the pricing, terms, and conditions of this solicitation and resulting contract to other governmental entities at the discretion of the successful bidder.

END OF SECTION

**ATTACHMENT NO. 1
TO INSTRUCTIONS TO BIDDERS**

FEDERAL REQUIREMENTS

FEMA REQUIREMENTS

The following provisions are representative samples of Federal/State requirements. The Contractor shall insert all Federal/State Requirements in each of its subcontracts entered into in connection with the federally/state-funded Work Order. Upon request, the Contractor will furnish subcontract copies to the County.

Definitions: *County = Palm Beach County, a political subdivision of the State of Florida*
 FDEM = State of Florida Department of Emergency Management
 FEMA = Federal Emergency Management Agency, an Agency of the United States
 Department of Homeland Security,
 DHS = Department of Homeland Security

1. Equal Opportunity.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor and all subcontractors of contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967,

and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The DHS, FEMA, FDEM or County, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally – assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. Clean Air Act, Clean Water Act (for contracts exceeding \$150,000).

A. Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and the FDEM and understands and agrees that the County and FDEM will, in turn, report each violation as required to assure notification to the County, FDEM, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the FDEM and County and understands and agrees that the FDEM and County will, in turn, report each violation as required to assure notification to the FDEM, County, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Suspension and Debarment (Certification required).

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM serving as grantee and County as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed Bid or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 44 CFR Part 18 (as amended) (Certification required).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A completed certificate (attached hereto and titled Byrd Anti-Lobbying) is required in Contractor's sealed Bid or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means the People's Republic of China.

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- 4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan,

or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. Department of the Treasury to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in

paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

8. Domestic Preference for Procurements.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. Access to Records.

The contractor agrees to provide County, FDEM, the FEMA Administrator, DHS, the Comptroller General of the United States, or any of their authorized representative's, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. Use of DHS Seal or Logo Prohibited.

The Contractor shall not use the DHS or FEMA or County seals, logos, crests, or reproductions of flags or likenesses of any DHS agency officials or County officials without specific FEMA and County preapproval.

11. FEMA Financial Assistance; Compliance with All Applicable Laws.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. Contractor agrees to comply with any and all applicable laws, rules and regulations of DHS, FEMA, County and the State, and/or the Federal government and in particular, such laws, rules, regulations and Executive Orders applicable to the receipt of Federal funding, which includes the DHS Standard Terms and Condition for grants and SF 424B and D which contain references to many cross-cutting Federal laws and regulations that may apply to a FEMA award. FEMA's grant award to County or FDEM, as may be applicable, for this disaster project, will contain all relevant federal laws, rules and regulations and is hereby incorporated herein by reference. In the event work is subcontracted, the Contractor agrees to include the requirements of this paragraph in all subcontracts made to perform this contract.

12. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the County, State, Contractor, or any other party pertaining to any matter resulting from the Contract.

13. Program Fraud and False or Fraudulent or Related Acts (31 U.S.C. Chapter 38).

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

14. Affirmative Socioeconomic Steps.

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

15. License and Delivery of Works Subject to Copyright and Data Rights.

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject

to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

16. Records Retention.

Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than five (5) years after the date of final payment or the date of termination or expiration of this contract, whichever is longer; except that in the event of litigation or settlement of claims arising from the performance of this contract, Contractor agrees to maintain same until the County, FDEM, FEMA, DHS, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

17. Notice of Federal Emergency Management Agency (FEMA) Reporting Requirements and Regulations.

A. General. The FDEM and County are using Public Assistance grant funding awarded by FEMA to the State/FDEM and/or Palm Beach County to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under (major disaster or emergency) declaration FEMA requires County and the FDEM/State of Florida to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the FDEM and County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to FDEM, DHS and other entities.

(2) Contractor shall comply with all such reporting requirements as necessary to satisfy and comply with FDEM and FEMA award requirements. Failure to do so is a material breach of this Contract.

(3) Failure of FDEM and County to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this contract.

B. Applicable Reporting Regulations and Policy. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, State and local statutes, regulations, requirements, policies, and other sources setting forth various reporting requirements, including County policies and procedures, and FEMA program policies including, but not limited to, Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, comparison of accomplishments to milestone objectives, and the reasons for delay or failed milestones.

C. Financial Reporting. The FDEM is required to submit to the following financial reports to FEMA:

(1) Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project.

(2) Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

(3) Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

D. Performance Reporting. The FDEM and/or County is required to submit the following financial reports to FEMA:

(1) Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project for the applicable disaster declaration.

(2) Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

(3) Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

18. Third Party Claims.

Contractor hereby indemnifies and holds harmless: (a) the Federal Government, its employees and/or contractors; (b) the State of Florida, Division of Emergency Management, its employees and/or contractors; and (c) the County, its employees and/or contractors, from liability to third parties for claims asserted under this Contract. This section shall survive the termination or expiration of this Contract.

END OF SECTION

**ATTACHMENT NO. 2
TO INSTRUCTIONS TO BIDDERS**

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT REQUIREMENTS**

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. **Order of Precedence.** If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator 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. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply 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 a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- 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 Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. **Inspector General.** The Grantee 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 Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee 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 Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/vsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. 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.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

END OF SECTION



RECEIVED
MAR 07 2024
2 pm
ENVIRONMENTAL RESOURCES MANAGEMENT

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

Project No: 2024ERM01

Bid Opening: March 7, 2024 2:00 pm



Eastman Aggregate Enterprises, LLC

ORIGINAL

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

**PROJECT NAME: Palm Beach County Dune and Beach Restoration
Annual Contract (Federalized)
PROJECT NO.: 2024ERM01**

**BID FORM AND ATTACHMENTS
TABLE OF CONTENTS AND CHECKLIST**

<u>SECTION DESCRIPTION</u>	<u>BID PACKAGE MUST INCLUDE:</u>	
BID FORM (pages 1-6)	filled out, signed, notarized	(√)
BID BOND Attachment 1 (pages 7-8)	filled out, signed, sealed, with Power of Attorney attached	✓
LIST OF SUBCONTRACTORS AND SUBCONSULTANTS Attachment 2 (page 9)	filled out	✓
TRENCH SAFETY AFFIDAVIT Attachment 3 (page 10)	filled out, signed, notarized	✓
LIST OF RELATED WORK EXPERIENCE INCLUDING A 3-LB SAND SAMPLE (SEALED/CONTAINED BAG) WITH CERTIFIED GEOTECHNICAL ANALYSIS Attachment 4 (pages 11-12)	filled out, <u>with information</u> including copies of licenses, certificates, and sand sample	✓
CERTIFICATION REGARDING ARTICLES, MATERIALS AND SUPPLIES PRODUCED IN THE UNITED STATES AS REQUIRED BY 23C.F.R 635.410 (BUY AMERICAN ACT) Attachment 5 (page 13)	filled out	✓
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER Attachment 6 (page 14)	filled out, signed, notarized	✓
CERTIFICATION REGARDING LOBBYING Attachment 7 (page 15)	filled out, signed	✓
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER PARTICIPANT Attachment 8 (page 16)	filled out, signed	✓
BIDDER DISCLOSURE Attachment 9 (page 17-20)	filled out, signed, notarized	✓
CERTIFICATE (CORPORATION or LLC) - Attachment 10 (pages 21-22)	ONLY ONE filled out, signed, sealed, notarized	N/A ✓
List of Proposed Substitute Equipment and Materials -- Attachment 11 (page 23)	filled out	✓
BID SCHEDULE Attachment 12 (page 24)	filled out	✓

BID FORM

PROJECT NO.: 2024ERM01
PROJECT NAME: Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)

DATE: March 7, 2024

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

From: Contractor Name: Eastman Aggregate Enterprises, LLC
Phone: (561) 969-7147
Email: bernie@eastmanagg.com
Address: 3705 Bellevue Ave, Lake Worth, FL 33461

1.1 Having carefully examined the Bid Documents and Drawings entitled **Palm Beach County Dune and Beach Restoration Annual Contract (Federalized), Project No.: 2024ERM01** 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),

Bernard Eastman on March 7, 2024
(Name of Person authorized to sign for Bidder) (Date)

the undersigned hereby declares that no person or persons, firm or corporation, other than the undersigned, are interested in this Bid as principals, and that this Bid 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 work, materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents, including the Federal Requirements and in accordance with all applicable codes and governing regulations within the time limit specified in this Bid for the following lump sum (fixed price) Base Bid.

Base Bid Price: Thirteen million three hundred thirty-one thousand five hundred thirty-eight dollars
(Written out)
(\$ 13,331,538.00)
(Written out) (Numeric)

Which sum is hereinafter referred to as the "Base Bid".

Alternate Bid Price: Five hundred fifty-four thousand dollars
(Written Out)
(\$ 554,000.00)
(Written out) (Numeric)

Which sum is hereinafter referred to as "Alternate Bid".

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 Base Bid price plus Alternate Bid price.

1.3 The Bidder shall be bound by the terms of its Bid 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 Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee the award of a Contract and written notice to proceed within ninety (90) calendar days of Notification from Owner, absent the filing of a timely bid protest.

1.4 The undersigned acknowledges that Work Orders will be federally/state-funded projects. Failure to comply with the conditions, specifications, or terms of this Contract, including the Federal Requirements, or failure to timely and responsibly correct such non-compliance, will result in referral of the matter to the County's Director of Purchasing for consideration of suspension or debarment in accordance with the provisions of Palm Beach County Code Section 2-54(e).

1.5 **Federal Terms and Conditions Apply.** This Project will be funded or reimbursed in whole or in part with the following federal grant funds:

- Federal Emergency Management Agency (FEMA)
- Florida Department of Environmental Protection (FDEP)

The Bidder is familiar with and agrees to comply with the Federal and State Requirements. The Bidder understands that the Federal Requirements control all contract terms. The Bidder understands that since federal funds will be used on this Project, the County's Local Preference Ordinances and EBO Ordinance will not apply to this solicitation.

WAGE RATES: *Davis Bacon does not apply to this project.*

DBE: *No DBE participation goal will be set for this project.*

1.6 It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # N/A dated _____ 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 Punchlist. 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 certification of Substantial Completion by the Contractual end 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 **\$875** 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 by the Contractual end 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 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 **\$875** 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 Contractors default, from terminating the right of the Contractor to proceed as provided in General Conditions.

1.8 The Early Completion Incentive of Instructions to Bidders and the Construction Incentive Program provisions of the General Condition 77 **are not** 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, bond forms or other documentation the Department may reasonably require. The undersigned further agrees to furnish, within fourteen (14) calendar days of the County's request, and prior to execution of the first Work Order, a guarantee, and, sufficient and satisfactory Payment Bond and Performance Bond on the forms herein provided, in the sum of not less than 100% of the first Work Order, and shall provide additional bonding to maintain the total penal amount equal to the total balance of all incomplete Work Orders and Supplements. Retainage shall be included in the balance calculation.

1.10 Statement of Participation in Contracts Subject to Nondiscrimination Clause:

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

Check one:

Bidder has() has not() participated in a previous contract subject to the nondiscrimination clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

Check one:

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

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

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

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.

1.12 Non-Discrimination. The Bidder warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

1.13 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.

1.14 ENCLOSURES:

BID FORM

ATTACHMENT 1: BID BOND

ATTACHMENT 2: LIST OF SUBCONTRACTORS AND SUBCONSULTANTS

ATTACHMENT 3: TRENCH SAFETY AFFIDAVIT

ATTACHMENT 4: LIST OF RELATED WORK EXPERIENCE including a 3-lb sand sample (sealed/contained bag) with certified geotechnical analysis

ATTACHMENT 5: CERTIFICATION REGARDING ARTICLES, MATERIALS, AND SUPPLIES PRODUCED IN THE UNITED STATES AS REQUIRED BY 23C.F.R 635.410 (BUY AMERICAN ACT)

ATTACHMENT 6: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

- ATTACHMENT 7: CERTIFICATION REGARDING LOBBYING
- ATTACHMENT 8: CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION - LOWER TIER PARTICIPANT
- ATTACHMENT 9: CONTRACTOR DISCLOSURE
- ATTACHMENT 10: CERTIFICATE (CORPORATION or LLC)
- ATTACHMENT 11: LIST OF PROPOSED SUBSTITUTE EQUIPMENT
AND MATERIALS
- ATTACHMENT 12: BID SCHEDULE

Respectfully Submitted,

By: 
(Authorized Signature)

By: Bernard Eastman
(Print Name)

Managing Member
(Title)

Eastman Aggregate Enterprises, LLC
(Name of Bidding Firm)

3705 Bellevue Ave

Lake Worth, FL 33461

(Address)

(561) 969-7147

(Phone)

bernie@eastmanagg.com

(E-Mail Address)

State of FLORIDA

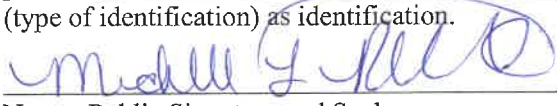
County of PALM BEACH

Subscribed and Sworn to (or affirmed) before
me by means of x physical presence OR online
notarization on 3/7/2024
 date) by

Bernard Eastman (name).

He/she is personally known to me
presented
(type of identification) as identification.




Notary Public Signature and Seal

Michelle L. Pelletier HH 439155
Print Notary Name and Commission Number

Above Bidder is:

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

Bidder's License or Certificate Number (as applicable): 200509806 & 200818563

Contractor's Federal Tax No: 20-1556749

ATTACHMENT 1 TO BID FORM
BID BOND

PROJECT NO.: 2024ERM01

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

DATE: March 7, 2024

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

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of
County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary
labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation
and unemployment compensation taxes incurred in the performance of the Contract, means of
transportation for and complete Construction of: **Project Name:** Palm Beach County Dune and Beach
Restoration Annual Contract (Federalized), **Project No.:** 2024ERM01 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 plus
Alternate Bid be submitted with said bid as a guarantee that the bidder would, if given a Notice of
Intent to Award, enter into a written contract with the County, within fourteen (14) consecutive
calendar days after the County issues the Notice of Intent to Award. Prior to execution of each Work
Order issued under the Contract, the Contractor shall furnish the following to the County public
construction (performance and payment) bonds in an amount equal to one hundred (100%) of the
Work Order price.

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, enter into a written contract with
the County, then this obligation shall be void. If the Principal fails to enter into a contract, 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.

ATTEST:

(SEAL)



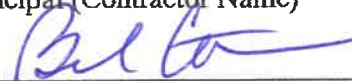
Witness Signature

Michelle L. Pelletiere

Print Witness Name

Eastman Aggregate Enterprises, LLC

Principal (Contractor Name)

By: 

Signature
Bernard Eastman, Key Manager

Print Name & Title

ATTEST:

(SEAL)



Witness Signature

Lynn Shankey

Print Witness Name

Philadelphia Indemnity Insurance Company

Surety (Name)

By: 

Signature
Robert Barra, Attorney In Fact

Print Name & Title

One Bala Plaza East, Ste One

Bala Cynwyd, PA 19004-0950

Address

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

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

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

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

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

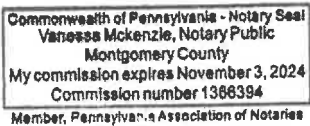


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7 day of March, 2024.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



ATTACHMENT 2 TO BID FORM
LIST OF SUBCONTRACTORS AND SUBCONSULTANTS

PROJECT NO.: 2024ERM01

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

CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

DATE: 3/7/2024

A list of all subcontractors, including subconsultants, to be utilized on the Contract shall be provided herein. This list of subcontractors, subconsultants and their license numbers shall be included with the Bid Documents. Refer to Instructions to Bidders, Paragraph 5.3. The Contractor shall complete all information in all categories that apply. Suppliers or off-site fabricators are not to be listed.

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

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

TRADE	SUBCONTRACTOR/ SUBCONSULTANT	LICENSE/CERTIFICATE NO.
Materials Testing Seismic Monitoring	Universal Engineering	4930
Surveying	Morgan & Eklund Inc.	LB 4298
Heavy Hauling	Austin Tupler Trucking Inc.	201002552
Heavy Hauling	Allied Trucking of Palm Beach	201100468
Heavy Hauling	Tru Trucking	200401385

ATTACHMENT 3 TO BID FORM
TRENCH SAFETY AFFIDAVIT

PROJECT NO.: 2024ERM01

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

CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

DATE: 3/7/2024

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

Eastman Aggregate Enterprises LLC (NAME OF CONTRACTOR) hereby provides written assurance that the Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statute 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 Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach 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)
<u>6, 7, 8, 9, 18</u>	<u>Slope</u>	<u>\$1,000.00 LS</u>
	Total	

[Signature] 3/7/2024 Managing Member
(Signature) (Date) (Title)

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization on this 7th day of March, 20 24, 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)

Michelle L. Pelletier
(Print Notary's Name) **NOTARY PUBLIC**
State of Florida at Large
My Commission Expires: 09/18/2027

ATTACHMENT 4 TO BID FORM
LIST OF RELATED WORK EXPERIENCE

PROJECT NO.: 2024ERM01

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

CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

DATE: 3/7/2024

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

- A. Experience record showing the Bidder has a minimum of three (3) years experience in similar work and similar scale. Individual personnel resumes do not constitute a company's record of experience or satisfy this requirement.
- B. List a minimum of three (3) references complete with location, dates of contracts, and names, addresses and telephone numbers of owners. Do not use Palm Beach County Dept. of Environmental Resources Management staff as a reference. Bidder can include other Palm Beach County department staff as a reference.
- C. Letters of recommendation from at least two (2) agencies or firms with direct knowledge of the Bidder's key personnel and work performance in sufficient detail to assist in rating the Bidder's ability to perform. Do not use Palm Beach County Dept. of Environmental Resources Management Staff for a letter of recommendation. Bidder can include other Palm Beach County department staff for a letter of recommendation. The letters must contain specific information regarding the following:
 - 1. Specific projects, including project numbers and location.
 - 2. Size of projects by dollar value.
 - 3. Description of projects and classes of work performed with Bidder's own employees and equipment.
 - 4. Whether projects were timely completed.
 - 5. Whether Bidder was cooperative and facilitated changes to projects when required.
- D. List of equipment and facilities owned by the Bidder or listed subcontractors to do the Work.
- E. List of equipment and facilities to be leased by the Bidder or listed subcontractors to do the Work.
- F. Copies of licenses/certificates from state licensing board(s), including County Contractor's Certificate of Competency License and a current Palm Beach County Business Tax Receipt if Bidder is located in Palm Beach County.
- G. A statement with sufficient documentation from the sand source of the Bidder's capacity to provide sand (total volume & daily rate of production).
- H. Documentation from the sand source of material processing methods used to comply with technical standards (Section 2.1 of the Technical Specifications).

- I. One (1) representative composite core sample (3 lbs.) of the proposed sand within a sealed container or bag labeled with Bidder's name and "Bid Sample for Project No. 2024ERM01 Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)," and a geotechnical analysis of grain size distribution (using $\frac{1}{2}$ phi interval from the #4 sieve to the #230 sieve and including the #4 sieve and the #200 sieve), percent silt/clay and percent organics as described by the following American Society of Testing Materials (ASTM) methods:

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

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

The County shall independently assess: (a) the Bidder's capacity to provide sand, and (b) the Bidder's sand sample for compliance with the technical standards (Section Base Bid Items Supply Sand 1.1. and Table 2 in the Technical Specifications). Upon request, the Bidder shall arrange for the County to visit and observe the Bidder's stockpile(s) and/or source(s) of sand material.

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

(ATTACH ADDITIONAL PAGES AS NECESSARY)



Similar Work Performed

Project Name: North Flagler County Dune Restoration

Client Name: Flagler County

Client Address: 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110

Phone Number: (386) 313-4112, Ansley Wren-Key, Ph.D.

Nature of Work: Supply, haul, convey & place 441k tons sand

Contract Completion Time: 420 days

Actual Completion Time: 300 days

Actual Final Contract Completion Date: 12/4/2023

Original Contract Price: \$3,244,365.37

Contract Sum to Date: \$21,353,598.30

Project Name: Beach Erosion Control and Hurricane Protection Project, Beach Renourishment- Sunny Isles 2020-2021, Miami-Dade County, Florida

Client Name: Army Corps of Engineers/Jacksonville

Client Address: PO Box 4970, Jacksonville, FL

Phone Number: (561) 397-2230, Alexis Vieira, P.E.

Nature of Work: Supply, Haul, Convey & Place 280K cubic yards sand

Original Contract Completion Time: 351 days

Actual Completion Date: 9/2021

Actual Approximate Contract Completion Date: 12/2021

Original Contract Price: \$14,040,069.05

Actual Final Contract Price: \$13,822,053.90



Project Name: Shore Protection Project, Segment II, Beach Renourishment 2020-2021, Broward County, Florida

Client Name: Army Corps of Engineers/Jacksonville

Client Address: PO Box 4970, Jacksonville, FL

Phone Number: (954) 436-9517, Caleb E. Santiago-Morales, P.E.

Nature of Work(**Base**): Supply, Haul, Convey & Place 220K cubic yards sand

(**Option A**): Supply, Haul, Convey & Place 167K cubic yards sand

Contract Completion Time: April 30, 2022

Actual Completion Time: 4/2022

Actual Approximate Contract Completion Date: 4/2022

Original Contract Price: (Base) \$11,013,888.89 (Option A) \$7,821,897.49

Actual Final Contract Price: \$21,428,519.06

Project Name: Beach Erosion Control and Hurricane Protection Project Beach Renourishment Miami Beach- Hotspots 2019

Client Name: Army Corps of Engineers/Jacksonville

Client Address: PO Box 4970, Jacksonville, FL

Phone Number: 954-304-5364, Christopher Rego

Nature of Work: Supply, Haul, Convey & Place 305K cubic yards sand

Contract Completion Time: 255 days

Actual Completion Date: 6/5/2020

Actual Approximate Contract Completion Date: 7/10/2020

Original Contract Price: \$15,949,855.00

Actual Final Contract Price: \$14,50,979.90



Project Name: FCCE, Beach Erosion Control Project

Broward County Segment III

Client Name: Army Corps of Engineers/Jacksonville

Client Address: PO Box 4970, Jacksonville, FL

Phone Number: 954-304-5364, Christopher Rego

Nature of Work: Supply, Haul, Convey & Place 130K cubic yards sand

Contract Completion Time: 143 days

Actual Completion Time: 122 days

Actual Approximate Contract Completion Date: 5/15/2019

Original Contract Price: \$7,864,770.87

Actual Final Contract Price: \$8,710,875.64

Project Name: Hillsboro/Deerfield Beach Nourishment Project

Client Name: Town of Hillsboro Beach

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

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

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

Contract Completion Time: 30 days

Actual Completion Time: 26 days

Actual Final Contract Completion Date: March 2018

Original Contract Price: \$2,172,096.63

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



Project Name: Residences by Armani/Casa

Client Name: RDR Seashore/Coastal Construction
Client Address: 18975 Collins Avenue, Sunny Isles Beach, FL 33160
Phone Number: (786) 707-3554 Ken Fabel
Nature of Work: Supply, Haul & Place 39,832 tons sand
Original Contract Completion Time: 30 days
Actual Completion Time: 15 days
Actual Final Contract Completion Date: April 2018
Original Contract Price: \$2,028,500.00
Actual Final Contract Price: \$2,027,239.65

Project Name: Hollywood Beach Renourishment

Client Name: Hollywood Community Redevelopment Agency
Client Address: 1948 Harrison Street, Hollywood, FL 33020
Phone Number: (954)-921-3497, Moshe Anuar
Nature of Work: Supply, Haul, Convey & Place 92K tons sand
Contract Completion Time: 60 days
Actual Completion Time: 40 days
Actual Final Contract Completion Date: February 2018
Original Contract Price: \$3,924,451.26
Actual Final Contract Price: \$3,731,837.70



Project Name: Sunny Isles Beach Erosion Control Project

Client Name: Army Corps of Engineers/Jacksonville

Client Address: PO Box 4970, Jacksonville, FL

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

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

Original Contract Completion Time: 245 days

Actual Completion Time: 86 days

Actual Final Contract Completion Date: February 2018

Original Contract Price: \$8,605,564.33

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

Project Name: Shore Protection Project - Segment II

Key Biscayne

Client Name: Broward County Environmental Protection

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

Phone Number: 954-519-1270, Nicole Sharp

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

Contract Completion Time: 300 days

Actual Completion Time: 288 days

Actual Approximate Contract Completion Date: 1/10/2017

Original Contract Price: \$37,016,422.42

Actual Final Contract Price: \$35,563,489.04



Project Name: Beach Erosion Control & Hurricane Protection

Miami Dade Hot Spots

Client Name: Army Corps of Engineers/Jacksonville

Client Address: PO Box 4970, Jacksonville, FL

Phone Number: 954-436-9482, Christopher Rego

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

Contract Completion Time: 246 days

Actual Completion Time: 214 days

Actual Final Contract Completion Date: 2/28/17

Original Contract Price: \$11,889,480.65

Actual Final Contract Price: \$12,698,251.02



ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT
ENVIRONMENTAL PLANNING AND COMMUNITY RESILIENCE DIVISION
115 S. Andrews Avenue, Room 329H • Fort Lauderdale, Florida 33301 • 954-519-1270 • FAX 954-519-1496

June 8, 2018

Re: Eastman Aggregate LLC Letter of Recommendation

To Whom It May Concern:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole S. Sharp".

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



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 4th Floor
Miami, Florida 33136-3912
T 305-372-6754 F 305-372-6759

miamidade.gov

June 8, 2018

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

Dear Ms. Pelletier,

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

A synopsis of the projects follows:

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

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

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

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

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

Sincerely,

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

Delivering Excellence Every Day



City Commission

George "Bud" Scholl
Mayor

Dana Goldman
Vice Mayor

Isaac Aelion
Commissioner

Jeanette Gatto
Commissioner

Larisa Svechin
Commissioner

Christopher J. Russo
City Manager

Hans Ottinot
City Attorney

Mauricio Belancur
City Clerk, CMC

December 10, 2018

To Whom it May Concern,

This letter serves as a reference for Eastman Aggregates Enterprises, LLC ("Eastman"). They have successfully completed two projects in the City of Sunny Isles Beach. The first was the Sunny Isles Beach Renourishment Project, a major federally funded project managed by the US Army Corps of Engineers that took place from September 2017-February 2018. When the Army Corps required an alternative method of conveying the sand that had to be configured at the last minute, Eastman was able to come up with a successful solution that utilized conveyor belts to convey sand underneath our Pier, and they still completed the project early.

The second project was a beach fill that one of the private development projects in the City managed. This project proved to be a challenge because it took place in April 2018, during the busiest holiday and tourist season in our City. Once again, even with a limited construction schedule, Eastman was able to complete this project ahead of schedule.

For the duration of both projects, the entire team at Eastman handled the projects with professionalism and dedication. They maintained project site safety and timely communication of daily operations with the City throughout. And as I mentioned before, both projects were completed earlier than anticipated.

Based on both of these experiences, I am happy to recommend the services of Eastman Aggregates Enterprises, LLC. If you would like further information, please contact me at crusso@sibfl.net or 305-792-1776.

Very truly yours,

Christopher J. Russo
City Manager



EASTMAN AGGREGATE ENTERPRISES EQUIPMENT INVENTORY

Unit #	Year	Make & Model	Serial Number	Description
E-18	1998	John Deere 8400T (E6)	RW8400T902683	TRACK TRACTOR (Tiller)
		V-Plow - Homeade -Tiller Attachment -		TILLER ATTACHMENT
		Barber Beach Surf Rake	6770530A501	BEACH SURF RAKE
E-69	1998	John Deere 8400T	RW8400T902420	TRACK TRACTOR (Tiller)
E-49	2015	SANY 365C	SY036M80238	EXCAVATOR
E-50	2016	SANY 365C	SYO36M80058	EXCAVATOR
E-1-30	1996	Cat D25D	1HK00646	OFFROAD TRUCK
E-2-29	1988	Cat D25C	9YC00648	OFFROAD TRUCK
E-3-28	1995	Cat D-25	1HK00537	OFFROAD TRUCK
E-27	1996	Cat D25D	1HK00645	OFFROAD TRUCK
E-38	1990	Cat D-25	1HK00138	OFFROAD TRUCK
E-39	1990	Cat D-25	1HK00143	OFFROAD TRUCK
E-43	1994	Cat D-25	1HK00483	OFFROAD TRUCK
E-46	1988	Cat D25C	9YC00666	OFFROAD TRUCK
E-47	1988	Cat D-25	9YC00812	OFFROAD TRUCK
E-48	1985	Cat D25C	DJB25DB7151	OFFROAD TRUCK
E-60	1996	Cat D350E	9LR00122	OFFROAD TRUCK
E-61	1999	Cat D350E	2XW00129	OFFROAD TRUCK
E-62	1997	Cat D350E	9LR00299	OFFROAD TRUCK
E-65	2019	John Deere 650	1T0650KKAKF342187	BULLDOZER
E-58	2017	John Deere 700K	1T0700KXJHF321781	BULLDOZER
E-73	2023	John Deere 700L	1T0700LXAPF438665	BULLDOZER
E-74	2023	John Deere 650K	1T0650KKPPF436667	BULLDOZER
E-45	2013	Bobcat T770	AN8T12762	SKIDSTEER
E-63	2017	Bobcat T770	AT6314171	SKIDSTEER
E-68	2019	Bobcat T770	AT6318101	SKIDSTEER
E-71	2023	Bobcat T770	AT6339475	SKIDSTEER
E-72	2023	Bobcat T770	AT6339937	SKIDSTEER
E-4	2004/5	Ingersol-Rand	570611040/16040252	WHEEL LOADER
E-12	2005	John Deere 544J	DW544J2598674	WHEEL LOADER
E-37	2012	Hyundai HL757-9	HLM01CC0000523	WHEEL LOADER
A-1	2017	BIG TEX TRAILER	16VEX2029H3082937	TRAILER
A-2	2013	Honda TRX420FA	1HFTE370XD4400576	ATV
A-3	2013	Honda TRV420FAP	1HFTE3703D4400371	ATV
A-4	2013	Honda TRX420FAD	1HFTE3706D4400252	ATV
A-5		Honda TRX420FE1	3NSRNA573GE393075	ATV
A-10	2013	Honda TRX420FAD	1HFTE3704D4401139	ATV
A-6	2017	Honda TRX420FE1H	1HFTE406XH4303436	ATV
A-	2017	Honda TRX420FE1H	1HFTE4065H4303442	ATV

A-11	2018	POLARIS RANGER XP R18RVU99AS	4XARVU995J8559457	UTV
		Generator 60KW		Generator 60KW
	2009	Generator 5KW	FZ10878	Generator 5KW
	2009	Generators 5KW	FZ11273	Generator 5KW
	2022	Jet Ski Trailer	7KJA4BG23NA022903	Rocket
		new boat trailer		
		trailer		

E-23	2013	MGL Lightweight Conveyors	15024OL001	Lightweight Conveyors 150'
E-24	2013	MGL Lightweight Conveyors	15024OL002	Lightweight Conveyors 150'
	2011	MGL - Screener/Hopper	8X41D08 /8X4Portable tower	Screener/Hopper
			E4YD-MGL part made in 2015	
E-70	2019	METSO ST3.8 Mobile Scalping Screen	79450	Screener
E-14	2008	Entyre Unloader	4294-8000	Truck Unloader
E-15	2007	Rock Systems Unloader	RS16061	Truck Unloader
	2007	MGL Conveyor 1	5030145	50' Conveyor
	2007	MGL Conveyor 2	5030146	50' Conveyor
	2007	MGL Conveyor 3	5030147	50' Conveyor
	2007	MGL Conveyor 4	5030148	50' Conveyor
	2007	MGL Conveyor 5	5030149	50' Conveyor
	2007	MGL Conveyor 6	5030150	50' Conveyor
	2007	MGL Conveyor 7	5030151	50' Conveyor
	2007	MGL Conveyor 8	5030152	50' Conveyor
	2007	MGL Conveyor 9	5030153	50' Conveyor
	2010	MGL Conveyor ==RADIAL	5030194	50' Conveyor= RADIAL
	2011	MGL Conveyor==GRASSHOPPER	5030203	50' Conveyor= GRASSHOPPER
	2011	MGL Conveyor==GRASSHOPPER	5030204	50' Conveyor= GRASSHOPPER
	2014	MGL Conveyor	5030233	5030
	2014	MGL Conveyor	5030234	5030
	2014	MGL Conveyor	5030235	5030
	2014	MGL Conveyor	5030236	5030
	2014	MGL Conveyor	5030237	5030
		Hercules Machinery Corp	16U580	Sheet Pile Vibrator
X-01	2015	Extractor 3300	EAT62001	Extractor 3300
X-02	2016	Extractor 3300	EAT62002	Extractor 3300
X-03	2017	Extractor 3300	EAT82003	Extractor 3300
X-04	2019	Extractor 3301	EAT82004	Extractor 3300
X-05	2020	Extractor 3300	EAT82005	Extractor 3300
			#6 extra screen	
E-67	2020	Bell B40E	B93A640EV02106881	Articulated Rock Truck S-757
K-1	2020	Kubota RTV-X1100CWL-H	58073	
K-2	2020	Kubota RTV-X1100CWL-H	58082	
	2022	Carmix 3500TC	U35293	Small Batch Concrete Mixer

State of Florida

Department of State


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

The document number of this limited liability company is L04000064140.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on March 6, 2024, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of March, 2024*




Secretary of State

Tracking Number: 4827099120CC

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

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MARZANO, MICHAEL W.

EASTMAN AGGREGATE ENTERPRISES LLC
9030 PARAGON WAY
BOYNTON BEACH FL 33472

LICENSE NUMBER: CGC1516260

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



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

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

****LOCATED AT****
 3705 BELLEVUE AVE
 LAKE WORTH, FL 33461

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
EXCAVATING	EASTMAN BERNARD		B23.665075 07/19/2023	\$33.00	B40111444

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



2-267

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

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200818563
EXPIRES: 09/30/2024

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



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

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

****LOCATED AT****
 3705 BELLEVUE AVE
 LAKE WORTH, FL 33461

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
TRUCKING SERVICE	EASTMAN BERNARD		B23.665074 07/19/2023	\$33.00	B40111445

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



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

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200509806
EXPIRES: 09/30/2024

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.



2875 Jupiter Park Drive, Suite 1100, Jupiter, FL, 33458
Tel: 561-9724517 Fax: 561-9724437

PRODUCTION STATUS /CAPACITY /QUALITY CONTROL CAPRON TRAIL MINE BEACH SAND PRODUCTION

Production and storage capacity

- Each plant has a rate of production of three hundred (300) tons per hour and produces an average of six thousand (6,000) tons of sand per day. There is currently approximately 80,000 tons of beach sand in stock.
- Over 100,000 tons of product can be stored within the plant area for the main plant and over 50,000 tons of product can be stored at the ridge plant.

Quality Control

- Stockpiles are created and maintained at volume levels that will guarantee load out requirements of currently running projects and adequate drainage of the product before shipping.
- All stockpiles are placed on a two feet thick base that is made of sand that is similar to what is in stockpile.
- All approved stockpiles are labelled and kept isolated from stockpiles of materials that are different.
- Onsite CMEC and FDOT certified technicians pull samples from the stockpile at every 2,000 tons of production, using 6 feet sampling tubes. These are tested using ASTM procedures, for compliance with the required specifications.
- Sampling frequency is increased if there is non-compliant material or if variability indicates a probability for non-compliant material.
- Samples are sent to external labs if required for quality assurance.
- Any non-conforming product is rejected or reprocessed.

Responsibly Enhancing Florida Life.



STEWARTMATERIALS

- Approved sand will be loaded into haul trucks that are checked for cleanliness, by loaders that are clean and shipped to project site after being weighed and ticketed.

Oniel Gardner

Oniel Gardner, Geologist
Vice President of Research and Quality Control

03/06/2024

Date

Responsibly Enhancing Florida Life.

2875 Jupiter Park Drive, Suite 1100, Jupiter, Florida, 33458 | O: 561.972.4517 | stewartmaterials.com

Gradation Test With Sieve Chart Report

Plant 01-CAPRON TRAIL MINE

Product 02-BEACH SAND 320

Specification



73024297

Sample Information

Sample No 73024297
Date Sampled 03/04/2024 12:44
Sampled By RANDY MOORE
Type SHIPPING
Method Load-Out Face

Split Sample
Resample

Test Note
Mean Grain 0.344
Sorting 0.589
Munsell 10YR 7/1

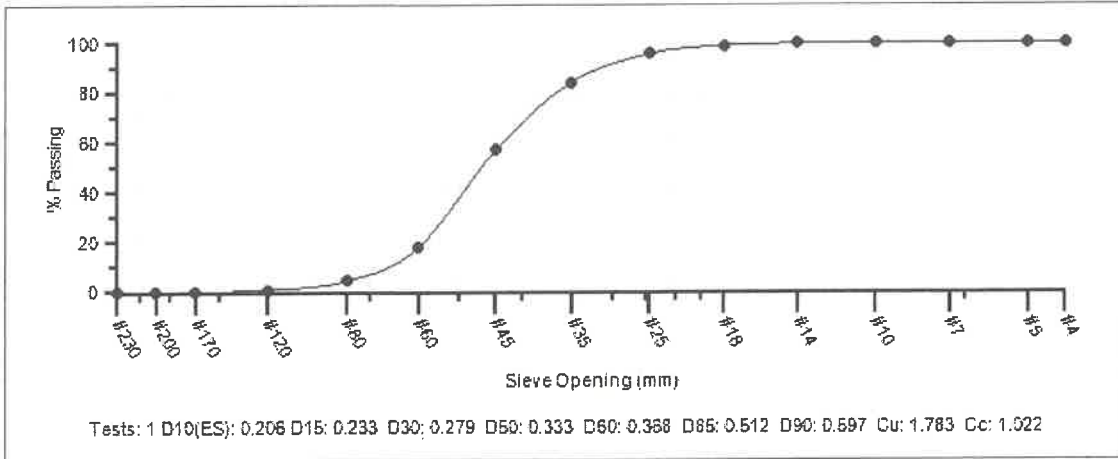
Gradation Results

Date Completed 03/04/2024 12:50

Tested By RANDY MOORE

Unit	Moist Mass	Dry Mass	Wash Mass	Moisture %	Wash Loss %	Procedure		
g		304.80	304.50		0.1	ASTM C136 / AASHTO T27		
Sieve	Mass Retained	Cum Mass Retained	Ind % Retained	% Retained	% Passing	Target	Specification	Comment
#4 (4.75mm)	0.00	0.00	0.0	0.0	100.0			
#5 (4mm)	0.00	0.00	0.0	0.0	100.0			
#7 (2.8mm)	0.00	0.00	0.0	0.0	100.0			
#10 (2mm)	0.00	0.00	0.0	0.0	100.0			
#14 (1.4mm)	0.60	0.60	0.2	0.2	99.8			
#18 (1mm)	2.90	3.50	1.0	1.1	98.9			
#25 (.71mm)	9.50	13.00	3.1	4.3	95.7			
#35 (.5mm)	35.10	48.10	11.5	15.8	84.2			
#45 (.355mm)	82.60	130.70	27.1	42.9	57.1			
#60 (.25mm)	119.80	250.50	39.3	82.2	17.8			
#80 (.18mm)	40.80	291.30	13.4	95.6	4.4			
#120 (.125mm)	10.90	302.20	3.6	99.1	0.9			
#170 (90µm)	2.10	304.30	0.7	99.8	0.2			
#200 (75µm)	0.10	304.40	0.03	99.87	0.13			
#230 (63µm)	0.10	304.50	0.03	99.90	0.10			
Pan	0.00	304.50	0.10	100.00	0.00			

Gradation Test With Sieve Chart Report





March 5, 2024

Sean Kemnuir,
V.P. of Operations
Eastman Aggregate Enterprises, LLC
Fluidized Rock Systems, Inc.
Sand Transfer Systems, LLC

The non-shelly beach sand product produced at Vulcan Materials Company's Witherspoon Sand Mine – will meet the technical standards (Section 2.1 of the Technical Specifications) for this project. Our sand is mined using a suction dredge and is pumped to a sand classifying tank. The sand classifying tank separates the sand into different size ranges and has the ability to regulate the amount of each size produced. The sand is then transferred to a wash screw where unwanted fines are removed and the product is dried enough to allow conveying to a stockpile.

We have the capacity to produce in excess of 1,500,000 tons annually of sand meeting the technical standards. In addition, we have the ability to load trucks at the rate of 10,000 tons per day.

Regards,

A handwritten signature in blue ink that reads "Walter A. Crabtree".

Walter Crabtree
Manager, Operations Support
Vulcan Materials Company

Granularmetric Report

Depths and elevations based on measured values



Witherspoon Sand Plant
7425 W. State Road 78
Moore Haven, FL 33471
ph 863-287-9192

Project Name: BEACH PROJECT
Sample Name: 02/21/2024 #5:30am
Analysis Date: 02-21-24

Analyzed By: A. Juarez

Latitude: Longitude: Coordinate System: Elevation (ft):

USCS: **SP** Munsell: **Wet - 10YR-8/1** Comments: **Tonnage: Moisture: 2.9%**

Dry Weight (g): **334.50** Wash Weight (g): **334.30** Pan Retained (g): **0.00** Sieve Loss (%): **0.00** Fines (%): **#200 - 0.09 #230 - 0.06** Organics (%): Carbonates (%): Shells (%): **0.00**

Sieve Number	Sieve Size (Phi)	Sieve Size (Millimeters)	Grams Retained	% Weight Retained	Cum. Grams Retained	C. % Weight Retained
3/4"	-4.25	19.03		0.00	0.00	0.00
3/8"	-3.50	11.31	0.00	0.00	0.00	0.00
4	-2.25	4.76	0.00	0.00	0.00	0.00
7	-1.50	2.83	0.00	0.00	0.00	0.00
10	-1.00	2.00	0.80	0.24	0.80	0.24
14	-0.50	1.41	3.00	0.90	3.80	1.14
18	0.00	1.00	16.20	4.84	20.00	5.98
25	0.50	0.71	66.80	19.97	86.80	25.95
35	1.00	0.50	139.20	41.61	226.00	67.56
45	1.50	0.35	55.50	16.59	281.50	84.16
60	2.00	0.25	19.20	5.74	300.70	89.90
80	2.50	0.18	18.00	5.38	318.70	95.28
120	3.00	0.13	0.80	0.24	319.50	95.52
170	3.50	0.09	14.50	4.33	334.00	99.85
200	3.75	0.07	0.20	0.06	334.20	99.91
230	4.00	0.06	0.10	0.03	334.30	99.94

--	--	--	--	--	--	--

Phi 5 Phi 16 Phi 25 Phi 50 Phi 75 Phi 84 Phi 95

2.47 1.50 1.22 0.79 0.48 0.25 -0.10

Moment Mean Phi Mean mm Sorting Skewness Kurtosis
 Statistics 0.92 0.53 0.78 1.14 4.9

GRANULARMETRIC REPORT SANIBEL BEACH PROJECT.GPJ FL DEP ROSS.GDT 2/27/24

ATTACHMENT 5 TO BID FORM
CERTIFICATION REGARDING ARTICLES, MATERIALS, AND SUPPLIES
PRODUCED IN UNITED STATES AS REQUIRED BY 23C.F.R 635.410
(BUY AMERICAN ACT)

PROJECT NO.: 2024ERM01

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

The Bidder/Contractor certifies that:

1. Bidder/Contractor and all subcontractors, materialman and suppliers providing supplies, articles, or materials for this Contract will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder/Contractor acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.
2. Bidder/Contractor shall require certifications of each supplier, materialman and article provider contracted to provide goods for this Contract and shall provide same to County certifying that only American-made articles, materials and supplies are utilized.
3. Bidder/Contractor must obtain prior written permission of the County if an exception to the Buy American requirement is sought based on cost or lack of availability.

BIDDER/CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

ADDRESS: 3705 Bellevue Ave, Lake Worth, FL 33461

CONTRACTOR'S AUTHORIZED OFFICIAL:

Bernard Eastman, Managing Member
Name and Title


Signature

3/7/2024
Date

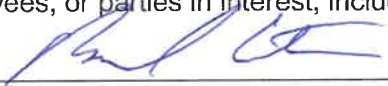
**ATTACHMENT 6 TO BID FORM
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

PROJECT NO.: 2024ERM01

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

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

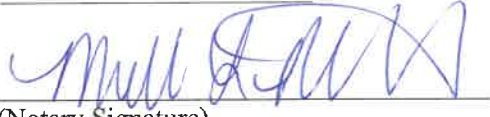
1. He/she is Managing Member of Eastman Aggregate Enterprises, LLC the Bidder that has
(Signatory's Title) (Name of Bidder/Contractor)
submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



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

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization on this 7th day of March, 2024, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.





(Notary Signature)
Michelle L. Pelletier
(Print Notary's Name) **NOTARY PUBLIC**
State of Florida at Large
My Commission Expires: 9/18/2027

ATTACHMENT 7 TO BID FORM
CERTIFICATION REGARDING LOBBYING
(To be submitted with each bid or offer exceeding \$100,000)

PROJECT NO.: 2024ERM01

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Eastman Aggregate Enterprises, LLC

Contractor Name


Signature of Contractor's Authorized Official

Bernard Eastman, Managing Member

Name and Title of Contractor's Authorized Official

3/7/2024

Date

ATTACHMENT 8 TO BID FORM
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION - LOWER TIER PARTICIPANT**

PROJECT NO.: 2024ERM01

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

The Bidder/Contractor certifies that:

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

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

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

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

BIDDER/CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

ADDRESS: 3705 Bellevue Ave, Lake Worth, FL 33461

CONTRACTOR'S AUTHORIZED OFFICIAL:

Bernard Eastman, Managing Member

Name and Title



Signature

3/7/2024

Date

ATTACHMENT 9 TO BID FORM
BIDDER DISCLOSURE
(Fill in with ink or typewritten)

PROJECT NO.: 2024ERM01

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

READ EACH QUESTION CAREFULLY AND ANSWER COMPLETELY

BIDDER RESPONSIBILITY DISCLOSURE

Entity Name: Eastman Aggregate Enterprises, LLC
Entity Address: 3705 Bellevue Ave
City Lake Worth State FL Zip 33461-
Phone Number (561) 969 - 7147 Contact Name: Bernard Eastman Title Managing Member
E-MAIL: bernie@eastmanagg.com

Entity Classification: Corporation _____, Partnership Sole Proprietorship _____, Other LLC(please explain)
(If Corporation, State where incorporated _____, Date of Incorporation ___/___/____) _____

All applicants answer this:

1. How many years has your organization been operating under your present business name? 19
2. List all previous business names of your organization: Eastman Aggregates, Inc.
3. How many years' experience has your organization had as a:
Prime Contractor 19
4. Enter your Federal Employer Identification Number (FEIN): 20-1556749
Dunn & Bradstreet Number (D&B): 87-992-4959

The term "affiliate" means a predecessor or successor of a bidder under the same, or substantially the same, control or a group of business entities which are connected or associated so that one entity controls or has the power to control each of the other business entities. The term "affiliate" includes the officers, directors, and shareholders active in management. The ownership by one business entity of a controlling interest in another business entity or a pooling of equipment or income among business entities is evidence that one business entity is an affiliate of another.

PLEASE COMPLETE QUESTIONS 5 AND 6 USING THE ABOVE DEFINITION OF "AFFILIATE."

5) Has the firm, an affiliate, an officer, a director, an agent, an employee or a member of your firm, or that of an affiliate, ever been indicted, had criminal information filed against it, pled guilty, pled no contest, or been convicted of any act prohibited by state or federal criminal law which involves fraud, bribery, collusion, conspiracy, violation of state or federal antitrust laws, or material misrepresentation committed in any federal or state jurisdiction with respect to any public contract?

Yes _____ No If yes, please explain in detail: _____

6) Please state whether your firm or any of your affiliates are presently or have ever been barred or suspended from bidding or contracting on any public contract(s)?

Yes _____ No If yes, please explain in detail: _____

7) Within the past 10 years, has your firm failed to successfully complete any work awarded to you?

Yes _____ No If yes, please explain in detail: _____

8) Has your firm or any of its owners, officers and directors ever filed for protection of the bankruptcy court, have pending any petition in bankruptcy court or made an assignment for the benefit of creditors?

Yes _____ No If yes, please explain in detail: _____

9) Has your firm provided services to Palm Beach County within the past 12 months?

Yes No _____ If yes, what was the total revenue (in whole dollars) generated from Palm Beach County in the past 12 months? \$3,302,935

10) Total number of full time, regular employees in your firm: 15. If this number has changed in the past 2 years, please explain _____

11) Has your firm ever filed suit or a formal claim against a project owner?

Yes _____ No If yes, please complete and attach a **Litigation History Form** here enclosed for each suit/formal claim.

12) Have Liquidated Damages (LDs) ever been assessed or withheld from your firm for failure to complete a contract on time?

Yes _____ No If yes, please attach additional sheet(s) listing:
• Total amount assessed/withheld

- Number of days past completion deadline
- Name, address, and phone number of the project owner(s), manager(s) and/or entity(ies) that assessed LDs

13) Has a project owner ever disbarred your firm, non-renewed (voluntarily or by owner) or terminated your services early for safety, quality or service issues, schedule issues, over the past three (3) years. Failure to disclose will result in disqualification from this solicitation.

Yes _____ No X If yes, please explain in detail: _____

14) Bidder hereby represents and warrants that, if awarded the contract, his/her firm has sufficient staff and financial resources to complete the Project.

Yes X No _____

CERTIFICATION

I, the undersigned authority, hereby certify that the information submitted herewith, including any attachments hereto, is true and accurate to the best of my knowledge and belief under perjury of law.

By:

Bernard Eastman

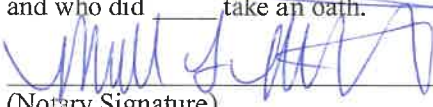
(Print) 

(Signature)

Title: Managing Member

Date: 3/7/2024

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization on this 7th day of March, 20 24, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.



(Notary Signature)
Michelle L. Pelletier

(Print Notary's Name) **NOTARY PUBLIC**
State of Florida at Large
My Commission Expires: 9/18/2027



LITIGATION HISTORY FORM

Party	Eastman Aggregate Enterprises, LLC
Case Name	N/A
Case Number	
Date Filed	
Venue (Name of Court or Other Tribunal)	
Type of Case	Civil <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief Description of Each Count	
Brief Description of the Subject Matter and Project Involved	
Disposition of Case	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Other <input type="checkbox"/> Please explain: _____ _____ _____ Judgment in favor of Vendor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, has judgment been satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	*Attach copy of any applicable judgment, settlement agreement and satisfaction of judgment Name: Email: Phone #: Address:

ATTACHMENT 10 TO BID FORM (USE APPROPRIATE CERTIFICATE)
CERTIFICATE (if LIMITED LIABILITY COMPANY)

PROJECT NO.: 2024ERM01

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

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

1. That BDE Management Services, Inc. is the Manager of Eastman Aggregate Enterprises LLC, a limited liability company organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "LLC", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Managers of the LLC as the 6th day of February, 2024, in accordance with the laws of the State of the state of organization of the LLC, the Operating Agreement of the LLC.

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

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

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


3. That the LLC is in good standing under the laws of the State of Florida or its state of 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 the 7th day of March, 2024.


(Signature)

Bernard D. Eastman, President
(Print Signatory's name, title)

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization on this 7th day of March, 2024, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.


(Notary Signature)



Michelle L. Pelletier
(Print Notary's Name) **NOTARY PUBLIC**
State of Florida at Large
My Commission Expires: 9-18-2027

ATTACHMENT 12 TO BID FORM
BID SCHEDULE

PROJECT NO.: 2024ERM01

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

CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

DATE: March 7, 2024

FACILITY (MINE/QUARRY) NAME		LOCATION	DISTANCE (MILES) FROM PBC VISTA CENTER ¹			
A	PRIMARY SOURCE	Stewart Materials Fort Pierce	13700 Indrio Road, Fort Pierce, FL 34945	65.2		
B	ALTERNATE SOURCE	Vulcan Witherspoon	7424 W. State Road 78, Moore Haven, FL 33471	86.5		
BASE BID ITEMS						
		UNIT	QUANTITY (2 YEARS)	UNIT COST	FUEL COST PORTION (%)	TOTAL COST
1	SUPPLY SAND (PRIMARY SOURCE)	TON	250,400	17.65		4,419,560.00
2	TRANSPORT AND DELIVERY OF MATERIAL (FIRST TON-MILE) ²	TON-MILE	258,400	2.00	30%	516,800.00
3	TRANSPORT AND DELIVERY OF MATERIAL (ADDITIONAL TON-MILE) ²	TON-MILE		0.30	30%	6,511,680.00
4	CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)	TON	28,000	3.90	0%	101,400.00
5	ADDITIONAL 100' OF CONVEYOR	TON	28,000	4.90	0%	127,400.00
6	BEACH PLACE AND GRADE (<1000' FROM ACCESS)	TON	158,800	3.90	0%	611,520.00
7	BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)	TON	60,400	5.86	0%	353,944.00
8	BEACH PLACE AND GRADE (2000'-3000' FROM ACCESS)	TON	38,200	6.24	0%	238,368.00
9	BEACH PLACE AND GRADE (>3000' FROM ACCESS)	TON	3,000	7.20	0%	21,600.00
10	SITE PREPARATION & RESTORATION	CONSTRUCTION ACCESS	10	5,500.00		55,000.00
11	SUPPLY, DELIVERY, AND INSTALLATION OF SOD	SY	3,100	8.00		24,800.00
12	REPAIR/REPLACE IRRIGATION	LF	200	7.00		1,400.00
13	SCARP MANAGEMENT	LF	10,000	1.25	0%	12,500.00
14	COMPACTION MANAGEMENT	SY	3,400	0.50	0%	1,700.00
15	DEBRIS REMOVAL	TON	54	125.00	0%	6,750.00
16	MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC	WORK ORDER	4	4,000.00		16,000.00
17	CERTIFIED SAND QUALITY TESTING	SAMPLING EVENT	78	425.00		33,150.00
18	EXCAVATION TO GRADE AND LOAD FOR ONSITE TRANSPORT	CY (IN-BANK)	6,250	3.60	0%	22,500.00
19	LOAD FOR OFFSITE TRANSPORT	CY (IN-BANK)	6,250	3.00	0%	18,750.00
20	MATERIAL GRADING	CY (IN-BANK)	2,000	3.00	0%	6,000.00
21	TURBIDITY CONTROL AND MONITORING	DAY	30	850.00		25,500.00
22	HAUL ROAD CONSTRUCTION	LF	480	28.00		13,720.00
23	HAUL ROAD REMOVAL	LF	480	9.00		4,410.00
24	TEMPORARY ROAD MAT SYSTEM	10 MATS/WEEK	13	1,200.00		15,600.00
25	SAND SCREENER	TON	8,000	12.00	0%	96,000.00
26	SUPPLY/INSTALL SILT FENCE	LF	140	4.90		686.00
27	PRE-/POST-CONSTRUCTION SURVEY	TRANSECT	44	1,700.00		74,800.00
BASE BID SUBTOTAL						\$13,331,538.00
Each Base Bid Item shall include mobilization/demobilization in its unit price.						
¹ The PBC Vista Center is located at 2300 North Jog Rd., West Palm Beach, FL 33411.						
² It is expected that COUNTY-supplied sand shall be used to augment the sand quantity for various projects at the COUNTY's discretion. For bidding purposes, the COUNTY has included an additional 4,000 tons of COUNTY-supplied sand, within 1 mile of the project, in Line Item 2 for various dune projects in each year.						
³ For bidding purposes, additional ton-miles are calculated by multiplying the miles in Line A less 1 mile by the quantity in Line Item 2. Line Items 2 and 3 do not include return mileage.						
ALTERNATE BID ITEMS						
		UNIT	QUANTITY	UNIT COST	FUEL COST PORTION (%)	TOTAL COST
1A	SUPPLY SAND (ALTERNATE SOURCE)	TON	50,000	11.08		554,000.00
ALTERNATE BID SUBTOTAL						\$ 554,000.00
BASE BID + ALTERNATE BID TOTAL						\$13,885,538.00
Each Alternate Bid Item shall include mobilization/demobilization in its unit price.						

**ATTACHMENT 12 TO BID FORM
BID SCHEDULE**

PROJECT NO.: 2024ERM01

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

CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

DATE: March 7, 2024

	FACILITY (MINE/QUARRY) NAME	DISTANCE (MILES) FROM PBC VISTA CENTER ¹
A	PRIMARY SOURCE	65
B	ALTERNATE SOURCE	86.5

	BASE BID ITEMS	UNIT	QUANTITY (2 YEARS)	UNIT COST	TOTAL COST
1	SUPPLY SAND (PRIMARY SOURCE)	TON	250,400	\$ 17.65	4,419,560.00
2	TRANSPORT AND DELIVERY OF MATERIAL (FIRST TON-MILE) ²	TON-MILE	258,400	\$ 2.00	516,800.00
3	TRANSPORT AND DELIVERY OF MATERIAL (ADDITIONAL TON-MILE) ³	TON-MILE	16,537,600	\$ 0.30	4,961,280.00
4	CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)	TON	26,000	\$ 3.90	101,400.00
5	ADDITIONAL 100' OF CONVEYOR	TON	26,000	\$ 4.90	127,400.00
6	BEACH PLACE AND GRADE (<1000' FROM ACCESS)	TON	156,800	\$ 3.90	611,520.00
7	BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)	TON	60,400	\$ 5.86	353,944.00
8	BEACH PLACE AND GRADE (2000'-3000' FROM ACCESS)	TON	38,200	\$ 6.24	238,368.00
9	BEACH PLACE AND GRADE (>3000' FROM ACCESS)	TON	3,000	\$ 7.20	21,600.00
10	SITE PREPARATION & RESTORATION	CONSTRUCTION ACCESS	10	\$ 5,500.00	55,000.00
11	SUPPLY, DELIVERY, AND INSTALLATION OF SOD	SY	3,100	\$ 8.00	24,800.00
12	REPAIR/REPLACE IRRIGATION	LF	200	\$ 7.00	1,400.00
13	SCARP MANAGEMENT	LF	10,000	\$ 1.25	12,500.00
14	COMPACTION MANAGEMENT	SY	3,400	\$ 0.50	1,700.00
15	DEBRIS REMOVAL	TON	54	\$ 125.00	6,750.00
16	MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC	WORK ORDER	4	\$ 4,000.00	16,000.00
17	CERTIFIED SAND QUALITY TESTING	SAMPLING EVENT	78	\$ 425.00	33,150.00
18	EXCAVATION TO GRADE AND LOAD FOR ONSITE TRANSPORT	CY (IN-BANK)	6,250	\$ 3.60	22,500.00
19	LOAD FOR OFFSITE TRANSPORT	CY (IN-BANK)	6,250	\$ 3.00	18,750.00
20	MATERIAL GRADING	CY (IN-BANK)	2,000	\$ 3.00	6,000.00
21	TURBIDITY CONTROL AND MONITORING	DAY	30	\$ 850.00	25,500.00
22	HAUL ROAD CONSTRUCTION	LF	490	\$ 28.00	13,720.00
23	HAUL ROAD REMOVAL	LF	490	\$ 9.00	4,410.00
24	TEMPORARY ROAD MAT SYSTEM	10 MATS/WEEK	13	\$ 1,200.00	15,600.00
25	SAND SCREENER	TON	8,000	\$ 12.00	96,000.00
26	SUPPLY/INSTALL SILT FENCE	LF	140	\$ 4.90	686.00
27	PRE-/POST-CONSTRUCTION SURVEY	TRANSECT	44	\$ 1,700.00	74,800.00
BASE BID SUBTOTAL					\$ 11,781,138.00

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

¹The PBC Vista Center is located at 2300 North Jog Rd., West Palm Beach, FL 33411.

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

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

	ALTERNATE BID ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST
1A	SUPPLY SAND (ALTERNATE SOURCE)	TON	50,000	\$ 11.08	554,000.00
ALTERNATE BID SUBTOTAL					\$ 554,000.00
BASE BID + ALTERNATE BID TOTAL					\$ 12,335,138.00

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

R2024 0780

CONTRACT

THIS CONTRACT ("Contract") is made and entered into on JUL 02 2024, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" or "Owner" and EASTMAN AGGREGATE ENTERPRISES, LLC, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

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

**PROJECT NAME: PALM BEACH COUNTY DUNE AND BEACH RESTORATION
ANNUAL CONTRACT (FEDERALIZED)
PROJECT NO.: 2024ERM01**

And in accordance with the Contract Documents and for the promises and mutual consideration specified herein, the Contractor hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees 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 including the Federal and State Grant Requirements and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form.

The Contract is defined to mean and agreed to consist of this agreement, as may be amended, and the Contract Documents, which consist of the following documents which are incorporated herein by reference:

- Bidding Documents - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments, including Bid Bond
- Contract Forms - Guarantee, Insurance certificates, Public Construction Bonds
- Contract Conditions - General Conditions and Supplemental Conditions, if included
- Federal and State Grant Requirements
- Technical Specifications and attached Figures, Tables, Attachments, Appendices
- Addenda
- Sealed Bid
- Permits, Submittals, Drawings, Plans, Shop Drawings, Change Orders, Field Orders, Work Order Directives, Written Amendments, Work Orders and 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 twelve million, three hundred thirty-five thousand, one hundred thirty-eight dollars (\$12,335,138.00) ("Contract Price"), except as may be increased according to Article 65 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. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed for Work Order. This Contract is for an initial term not-to-exceed two (2) years from the date set forth above, with an optional extension 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 do business in the State of Florida and to execute this contract on behalf of itself and its Surety

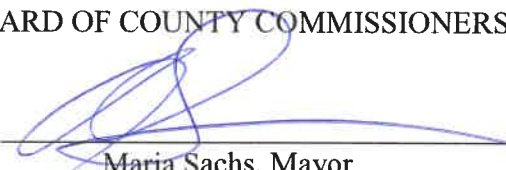
R2024 0780 JUL 02 2024

ATTEST:
JOSEPH ABRUZZO, Clerk of the Circuit Court
& Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

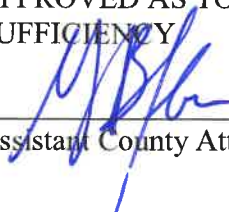
BOARD OF COUNTY COMMISSIONERS

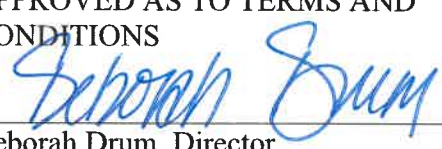
By: 
Deputy Clerk

By: 
Maria Sachs, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY


APPROVED AS TO TERMS AND
CONDITIONS


Assistant County Attorney


Deborah Drum, Director
Department of Environmental Resources
Management

**EASTMAN AGGREGATE
ENTERPRISES, LLC**


By: BDE Management Services, Inc.,
Managing Member


(witness signature)

By: 
(signatory)

Sean Kennair
(witness name printed)

Bernard Eastman
(print signatory's name)


(witness signature)

Its Managing Member
(print title)

Tammie Hannivan
(witness name printed)

(Corporate Seal)

**CERTIFICATE
(If Corporation)**

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

1. That he/she is the **Secretary** of _____, a corporation organized and existing in good standing under the laws of the State of _____ 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 _____ day of _____, 20____, 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 _____ (name), the _____ (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 _____ day of _____, 20____.

(Signature)

(CORPORATE SEAL)

(Print Signatory's name. Its Secretary)

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization on this _____ day of _____, 20____, by _____, (name). He/She is personally known to me or has presented _____ (type of identification) as identification.

(Notary Signature)

(Print Notary's Name) **NOTARY PUBLIC**
State of Florida at Large

My Commission Expires: _____

**CERTIFICATE
(If Limited Liability Company)**

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

1. That _____ is the Manager of _____, a limited liability company organized and existing in good standing under the laws of the State of _____ hereinafter referred to as the "LLC", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Managers of the LLC as the _____ day of _____, 20____, in accordance with the laws of the State of the state of organization of the LLC, the Operating Agreement of the LLC.

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

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

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

3. That the LLC is in good standing under the laws of the State of Florida or its state of 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 the _____ day of _____, 20____.

(Signature)

(Print Signatory's name, title)

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization on this _____ day of _____, 20____, by _____, (name). He/She is personally known to me or has presented _____ (type of identification) as identification.

(Notary Signature)

(Print Notary's Name) **NOTARY PUBLIC**
State of Florida at Large

My Commission Expires: _____

PUBLIC CONSTRUCTION BOND (PAYMENT)

BOND NUMBER: _____ CONTRACT R#: _____

BOND AMOUNT: _____

CONTRACT AMOUNT: _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S PHONE: _____

SURETY COMPANY: _____

SURETY'S ADDRESS: _____

SURETY'S PHONE: _____

OWNER'S NAME: PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
c/o Department of Environmental Resources Management

OWNER'S ADDRESS: 2300 N. Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

OWNER'S PHONE: (561) 233-2400

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

PROJECT NO.: 2024ERM01

DESCRIPTION OF WORK: Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for the construction of dune and beach habitat restoration projects at the County's discretion through multiple Work Orders, issued on an as-needed basis, for an initial two (2) year period, with an optional one (1) year extension.

PROJECT LOCATION: Various

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

CONTRACT PAYMENT BOND

BY THIS BOND, WE, _____, as Principal and _____, a Corporation, as Surety, whose address is _____, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials or supplies, used directly or indirectly by Principal or reasonably required for the performance of the Contract and in the prosecution of the work provided for in the Contract dated _____, 20____, between Principal and COUNTY for construction of **Contract Name:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized), **Project No.:** 2024ERM01, **Contract R#** _____ (the "Contract"), the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Pays COUNTY all losses, damages including liquidated damages and delay damages, expenses, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract;

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

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

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and (10), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

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

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

Dated on _____, 20__

PRINCIPAL:

By: _____
Signature

Attest as to the signature of Principal

Print Name & Title

(SEAL)

Title

Address: _____

SURETY:

By: _____
Signature

Attest as to the signature of Surety

Print Name & Title

(SEAL)

Title

Address: _____

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

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

FIRST PAGE MUST BE COMPLETED

END OF SECTION

PUBLIC CONSTRUCTION BOND (PERFORMANCE)

BOND NUMBER: _____ CONTRACT R#: _____

BOND AMOUNT: _____

CONTRACT AMOUNT: _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S PHONE: _____

SURETY COMPANY: _____

SURETY'S ADDRESS: _____

SURETY'S PHONE: _____

OWNER'S NAME: PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
c/o Department of Environmental Resources Management

OWNER'S ADDRESS: 2300 N. Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

OWNER'S PHONE: (561) 233-2400

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

PROJECT NO.: 2024ERM01

DESCRIPTION OF WORK: Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for the construction of dune and beach habitat restoration projects at the County's discretion through multiple Work Orders, issued on an as-needed basis, for an initial two (2) year period, with an optional one (1) year extension.

PROJECT LOCATION: Various

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

CONTRACT PERFORMANCE BOND

BY THIS BOND, WE, _____, as Principal and _____, a Corporation, as Surety, whose address is _____, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 20__ between Principal and COUNTY, for the construction of **Work Order Project Name** _____, **Work Order #** _____, issued pursuant to **Contract Name:** Palm Beach County Dune and Beach Restoration Annual Contract (Federalized), **Project No.:** 2024ERM01, **Contract R#** _____ (the "Contract"), the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, together with any modification of said Contract that may hereafter be made, notice of such modifications to the Surety being waived; and
2. Pays COUNTY all loss, damages, expenses, liquidated damages, delay damages, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract; and
3. Promptly makes payment to all claimants and lienors as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
4. Performs the guarantee of all-work and materials furnished under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force and effect. Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

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

"balance of the Contract price" as used in this paragraph, shall mean the total amount payable by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to Principal.

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

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

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and (10), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

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

Dated on _____, 20____

PRINCIPAL:

By: _____
Signature

Attest as to the signature of Principal

Print Name & Title

(SEAL)

Title

Address: _____

SURETY:

By: _____
Signature

Attest as to the signature of Surety

Print Name & Title

Title

(SEAL)

Address: _____

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

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

FIRST PAGE MUST BE COMPLETED.

END OF SECTION

GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) _____

We the undersigned hereby guarantee that **Work Order No.:** _____, **Work Order Project Name:** _____ performed pursuant to Palm Beach County Dune and Beach Restoration Annual Contract (Federalized) Project No.: 2024ERM01, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract including the Work Order. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Final Completion of all of the above named work procured by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

DATED _____
(Guarantee Filing Date)

(Contractor)

(Final Completion Date)
Filled in upon Final Completion

(CORPORATE SEAL)

By: _____
(Signature)

(Witness Signature)

(Print Name)

(Print Witness name)

ITS _____
(Title)

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this ____ day of _____, 20__.

(Attest)

(Name of Surety Company)

(Affix corporate seal here)

(Signature of Authorized Representative)

TITLE: _____
(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 by means of physical presence or online notarization 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

**CONTRACTOR
GENERAL CONDITIONS
TABLE OF CONTENTS**

ARTICLE

GC-1 EFFECTIVE DATE/ENTIRE AGREEMENT

GC-2 INDEPENDENT CONTRACTOR

GC-3 AUTHORIZED REPRESENTATIVES

GC-4 NOTICES

GC-5 LAWS AND REGULATIONS

GC-6 STANDARDS AND CODES

GC-7 CODE RELATED INSPECTIONS

GC-8 GOVERNING LAW

GC-9 RIGHTS AND REMEDIES; NO THIRD PARTY BENEFICIARIES

GC-10 COMMERCIAL ACTIVITIES

GC-11 COOPERATION WITH OTHERS

GC-12 FORMS & DOCUMENTS

GC-13 PUBLICITY AND ADVERTISING

GC-14 TAXES

GC-15 FEES

GC-16 UTILITIES

GC-17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

GC-18 EXAMINATION OF CONTRACTOR'S RECORDS

GC-19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

GC-20 PERMIT DRAWINGS AND SPECIFICATIONS

GC-21 CONTRACT INTERPRETATION

GC-22 DISPUTES

GC-23 SUSPENSION

GC-24 DECLARATION OF DEFAULT

GC-25 TERMINATION FOR DEFAULT

GC-26 TERMINATION FOR CONVENIENCE

GC-27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

GC-28 WARRANTY

GC-29 PATENT INDEMNITY

GC-30 INDEMNITY

GC-31 INSURANCE

GC-32 SITE CONDITIONS

GC-33 DIFFERING SITE CONDITIONS

GC-34 ACCESS TO WORK AREAS

GC-35 CONTRACTOR INGRESS AND EGRESS

GC-36 PRECONSTRUCTION CONFERENCE

GC-37 CONTRACTOR MEETINGS

GC-38 NOT USED

GC-39 DELIVERY, UNLOADING AND STORAGE

GC-40 CONTRACTOR'S WORK AREA

GC-41 CONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES

GC-42 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

GC-43 SUBSTITUTIONS

GC-44 EXPEDITING

GC-45 FIELD LAYOUT OF WORK

GC-46 CONTRACTOR FURNISHED DRAWINGS, DATA AND SAMPLES

GC-47 CONSTRUCTION SCHEDULE

GC-48 RESPONSIBILITY FOR WORK SECURITY

GC-49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

GC-50 PROTECTION OF EXISTING PROPERTY

GC-51 LABOR

GC-52 EQUAL EMPLOYMENT OPPORTUNITY

GC-53 SAFETY & PROTECTION OF PERSONS & PROPERTY

GC-54 PROJECT SITE PROTECTION

GC-55 FIRE PREVENTION

GC-56 ILLUMINATION

GC-57 BEST MANAGEMENT PRACTICES

GC-58 DUST CONTROL

GC-59 WATER POLLUTION

GC-60 AIR POLLUTION

GC-61 EXPLOSIVES & HAZARDOUS MATERIALS

GC-61(a) ASBESTOS NOTIFICATION

GC-62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

GC-63 TESTING

GC-64 PROGRESS

GC-65 CHANGES

GC-66 RECORD DRAWINGS AND SPECIFICATIONS

GC-67 MEASUREMENT OF AND PAYMENT FOR WORK

GC-68 PROGRESS PAYMENT PROCEDURES

GC-69 USE OF COMPLETED PORTIONS OF WORK

GC-70 ALLOWANCES AND UNIT PRICES

GC-71 SUBSTANTIAL COMPLETION

GC-72 FINAL INSPECTION AND ACCEPTANCE

GC-73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

GC-74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

GC-75 CLEANING UP

GC-76 PROJECT SIGNS

GC-77 CONSTRUCTION INCENTIVE PROGRAM

GC-78 SEVERABILITY

GC-79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

GC-80 LIQUIDATED DAMAGES

GC-81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

GC-82 REQUEST FOR SECTION 179D ALLOCATION

GC-83 E-VERIFY – EMPLOYMENT ELIGIBILITY

GENERAL CONDITIONS

GC 1 EFFECTIVE DATE/ENTIRE AGREEMENT

1.1 This Contract is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

1.2 This Contract (which consists of the Contract Documents and the Construction Documents) embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations. 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. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

GC 2 INDEPENDENT CONTRACTOR

2.1 Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work.

2.2 Contractor shall act as an independent contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform all Work in accordance with its own methods subject to compliance with the Contract. Contractor represents that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the Owner is an **intended express third party beneficiary** of any such subcontract.

2.3 Except as specifically and expressly provided for herein, 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.

GC 3 AUTHORIZED REPRESENTATIVES

3.1 Before starting Work, Contractor shall designate a competent, authorized representative acceptable to Owner to represent and act for Contractor and shall inform Owner in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitations of such authority. At the Preconstruction Conference, Contractor shall provide resumes of key personnel for Owner's approval. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of work at all times when Work is actually in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the

authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law. The Owner shall designate an authorized representative who will have limited authority to act for the Owner. The Owner will notify the Contractor in writing of the name of such representative(s). The Owner's representative will be a member of the County's Environmental Resources Management Department. The Owner has the right to assign various responsibilities of the Owner to the Architect/Engineer of Record, and can do so at any time during the duration of this Contract with written notice to the Contractor. The Architect/Engineer of Record will provide answers to RFIs, issue Field Bulletins and Field Instructions, and other related duties, and the Contractor agrees to cooperate with the Architect/Engineer.

3.2 The Contractor's Authorized Representative, qualifying agents, project managers, superintendents and supervisors are all subject to prior and continuous approval of the Owner. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above is, for any reason or no reason at all, unacceptable to the Owner, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner at no additional cost to the Owner.

GC 4 NOTICES

4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite or by certified mail to that party at the addresses shown below:

OWNER: Palm Beach County
Environmental Resources Management Department
2300 N. Jog Rd. 4th Floor
West Palm Beach, FL 33411-2743
Attn: Ms. Deborah Drum, Director

With a copy to:
County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401

CONTRACTOR: (To be identified after award)

4.2 These addresses may be changed by either of the parties by written notice to the other.

GC 5 LAWS AND REGULATIONS

5.1 The Contractor shall comply with all laws, ordinances and regulations applicable to the work contemplated herein, to include those applicable to conflict of interest and collusion. Contractor is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Work performed under this Contract.

5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, Contractor shall immediately notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance will be made.

5.3 If any discrepancy or inconsistency should be discovered between the Contract and any law, ordinance, regulation, order or decree, Contractor shall immediately report the same in writing to Owner who will issue such instructions as may be necessary.

5.4 However, it shall not be grounds for a Change Order that the Contractor was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

5.5 Owner shall not be liable for any costs, delays or damages which Contractor incurs as a result of the actions or orders of any other governmental entity or agency.

GC 6 STANDARDS AND CODES

6.1 Wherever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes or between any referenced standards and codes the Owner will determine which shall govern. Contractor acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the Work has been completed in accordance with the Contract.

GC 7 CODE RELATED INSPECTIONS

7.1 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. If the improvements to be made by the Contractor pursuant to this Contract will be subject to inspection by PZ&B, the Contractor agrees that it will 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, including, but not limited to PZ&B's refusal to accept any portion of the Contractor's Work.

GC 8 GOVERNING LAW

8.1 The Contract shall be governed by the laws of the State of Florida and venue of any action shall be in Palm Beach County, Florida.

GC 9 RIGHTS AND REMEDIES; NO THIRD PARTY BENEFICIARIES

9.1 The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available at law or in equity or by statute or otherwise.

9.2 Except as specifically and expressly provided for herein, 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.

GC 10 COMMERCIAL ACTIVITIES

10.1 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 Owner. Contractor shall not allow its employees to engage in any commercial activities on the site.

GC 11 COOPERATION WITH OTHERS

11.1 Owner and other contractors and subcontractors may be working at the site during the performance of this Contract. Contractor shall fully cooperate with the Owner, Owner's Authorized Representative, and other contractors to avoid any delay or hindrance of their Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

11.2 If any part of the Contractor's Work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report such discrepancies or defects shall constitute an acceptance of the Owner's separate contractors' work as fit and proper to receive its Work, except as to defects which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill-timed work of others shall be borne by the Contractor unless Contractor gives written notice to Owner, if reasonably possible, prior to proceeding with the Work and in any event within three days of commencement of Work. In no event shall the Owner be liable to the Contractor for delay damages.

GC 12 FORMS AND DOCUMENTS

12.1 The below listed documents are to be used by the Contractor and Owner during the administration of this Contract. Additional administrative forms may supplement this list upon written notice by the Owner (or Owner's Authorized Representative). Owner reserves the right to modify these forms as it deems necessary. Contractor shall maintain logs for Items A-L and provide to Owner as needed.

- A. Notice to Proceed for Work Order
- B. Construction Work Order Directive
- C. Construction Invoice Form

- D. Work Order Form
- E. Supplement Form
- F. Warranty of Title and Release
- G. Statement of Unresolved Claims
- H. Certificate of Substantial Completion
- I. Contractor's Certification of Final Completion
- J. Statement and Documentation Regarding Subcontractor Releases
- K. Consent of Surety for Final Payment
- L. Final Warranty of Title and Release
- M. Guarantee
- N. Request for Substitution/Modification/Removal of Subcontractor

12.2 The above listed forms are attached as Appendix A to these General Conditions.

GC 13 PUBLICITY AND ADVERTISING

13.1 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 Owner.

GC 14 TAXES

14.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which 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 Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the termination or expiration of this Contract.

GC 15 FEES

15.1 Owner will be responsible for the following fees associated with this Project: utility connection fees, utility installation fees (including FPL), and water meter charges except for fees/permits associated with Contractor mobilization which have not been waived by Owner. Contractor shall advise Owner ten (10) days in advance of requirement for any fee amount. Water and/or sanitary sewer service capacity charges will also be paid directly by the Owner. There are no impact fees pursuant to Palm Beach County's Impact Fee Ordinance associated with this Project.

GC 16 UTILITIES

16.1 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 Owner, and shall include, but not be limited to, the following:

- A. Public telephone service for the Contractor's use.

- B. Construction power as required at each point of construction.
- C. Water as required throughout the construction.

16.2 Prior to County's 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 Owner will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

16.3 The Owner will pay the user fee for water meter(s). The Contractor will include in the base bid the labor, material and equipment costs to install the meter(s).

16.4 Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings' requirements required by utility companies. Owner will assume utility costs at Substantial Completion.

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

17.1 The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without the prior written consent of the Owner and concurred to by the sureties.

GC 18 EXAMINATION OF CONTRACTOR'S RECORDS

18.1 The Owner shall, until the expiration of five (5) years after the date of FEMA's account closeout of the Project under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof.

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

19.1 The Contractor represents that the Contractor, subcontractors, material and equipment suppliers have compared phasing, demolition, architectural, structural, mechanical, electrical, plumbing, civil and site drawings and specifications and have compared and reviewed all general and specific details on the drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractors, trades persons, manufacturers or other parties required to carry out the Work involved in this Contract, have been either corrected or clarified prior to execution of this Contract.

19.2 The Contractor represents that the Contract Sum represents the total cost for complete and functional systems as depicted in or reasonably inferable from the plans and specifications and therefore, the Contractor's review and comparison of all drawings has taken into consideration the total and complete functioning of all systems.

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

20.1 The Contractor shall provide the Owner with two (2) complete sets of the permitted drawings and addendum within five (5) days of issuance by the appropriate building official. If the permitted set of drawings changes the scope of the Work to be performed, the Contractor shall notify the Owner, and Architect/Engineer of Record within thirty (30) days of receipt of the permitted drawings and such notification shall contain a written description of the change and the cost and time associated with such change, if any. Failure to provide such notice within thirty (30) days shall be a complete waiver by the Contractor of all additional cost and time and the Contractor shall perform the Work at its expense and complete the Work in accordance with the schedule and in no event shall Contractor recover delay or consequential damages.

20.2 The Contractor shall, immediately upon receipt of the permitted drawings, check all drawings furnished and shall promptly notify Owner of any illegibility, errors, omissions or discrepancies discovered in such drawings. The Contractor shall perform Work only in accordance with the permitted drawings and any subsequent revisions thereto. The Contractor will be furnished free of charge five (5) copies of drawings, Contract Documents and Construction Documents at the Pre-Construction Meeting. Additional copies will be furnished at the cost of reproduction, postage and handling. Contractor shall maintain at the site of the Work a copy of the permitted drawings and specifications kept current with all changes and modifications and shall at all times give Owner, as well as all trades performing at the Project, access thereto.

GC 21 CONTRACT INTERPRETATION

21.1 All claims of Contractor and all questions the Contractor may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately in writing to Owner for resolution. Owner, or its representatives, will render its determination concerning such resolution, which determination shall be considered final and conclusive unless Contractor files a written protest pursuant to GC 22 "DISPUTES". The Contractor's protest shall state clearly and in detail the basis thereof. Owner will consider Contractor's protest and render its decision thereon within twenty-one (21) calendar days. If Contractor does not agree with the Owner's decision, the Contractor shall immediately deliver written notice to that effect to the Owner.

21.2 Contractor is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Contractor's failure to protest Owner's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

GC 22 DISPUTES

22.1 Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and Owner or its representatives. At all times, Contractor shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Owner or its representatives, pending

resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Owner or its representatives who shall reduce such decision to writing. The decision of the Owner or its representatives shall be final and conclusive. Contractor's failure to protest Owner's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

22.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

22.3 Contractor and Owner hereby waive any rights either of them may have to a jury trial in any litigation arising out of or related to this Contract and agree that they shall not elect a trial by jury. Contractor and Owner hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

GC 23 SUSPENSION

23.1 Owner may, at its sole option, decide to suspend at any time the performance of all or any portion of Work to be performed under the Contract. Contractor will be notified of such decision by Owner in writing. Such notice of suspension of Work may designate the amount and type of plant, labor and equipment to be committed to the work site. During the period of suspension, Contractor shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

23.1.1 Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

1. Immediately discontinue Work on the date and to the extent specified in the notice;
2. Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
3. Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Owner, of all orders, subcontracts and rental agreements to the extent they relate to performance of Work suspended;
4. Continue to protect and maintain the Work including those portions on which Work has been suspended, and
5. Take any other reasonable steps to minimize costs associated with such suspension.

23.1.2 As full compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of Work:

1. A standby charge to be paid to Contractor during the period of suspension of Work which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
2. All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment;

3. An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the Work upon which Work has been suspended; and
4. If as a result of any such suspension of Work the cost to Contractor of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of Work.

23.2 In no event shall the Contractor be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula or otherwise, in the event of an Owner suspension. Upon receipt of notice to resume suspended Work, Contractor shall immediately resume performance of the suspended Work to the extent required in the notice. Any claim on the part of Contractor for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume Work and Contractor shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Contractor non-compliance with the requirements of this Contract.

GC 24 DECLARATION OF DEFAULT

24.1 The failure of the Contractor to supply enough properly skilled workers or material, or to make prompt payment to subcontractors or for materials or labor or to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or to comply in any way with the Contract, shall be sufficient grounds for the Owner to find the Contractor in substantial default and that sufficient cause exists to terminate the Contract and to withhold payment or any part thereof until the cause or causes giving rise to the default have been eliminated by the Contractor and approved by the Owner. If a finding of default is made, the Contractor and its Surety shall remain responsible for performance of the requirements of the Contract unless and until the Owner terminates the Contract. Upon a finding of default, the Owner shall set a reasonable time within which the Contractor and its surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the Owner shall notify the Contractor and its surety in writing that the default has been corrected and that the Contractor is no longer in default. If the Contractor fails to correct the default within the time allowed, the Owner may terminate the Contract and the employment of the Contractor, without otherwise waiving its rights against the Contractor or its surety.

GC 25 TERMINATION FOR DEFAULT

25.1 Notwithstanding any other provisions of this Contract, Contractor shall be considered in default of its contractual obligations under this Contract if it:

- A. Performs Work which fails to conform to the requirements of this Contract;
- B. Fails to meet the Contract schedule or fails to make progress so as to endanger performance of this Contract;
- B. Abandons or refuses to proceed with any or all Work including modifications directed pursuant to the clause entitled "CHANGES"; or
- C. Fails to fulfill any of the terms of this Contract.

25.2 Upon the occurrence of any of the foregoing, Owner or its authorized representatives shall notify Contractor in writing of the nature of the failure and of Owner's intention to either terminate the Contract for default, or to declare the Contractor to be in default and make demand upon its surety to perform, at its sole option.

25.3 If Contractor or its surety(ies) does not commence to cure such failure within three (3) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Contractor or its surety(ies) fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Contractor's surety(ies), if any, terminate in whole or in part Contractor's right to proceed with Work by written notice and prosecute the Work to completion by contract or by any other method deemed expedient. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the Work.

25.4 Contractor and its sureties, if any, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for liquidated damages.

25.5 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 Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of Work;
- C. Promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;
- D. Cooperate with Owner in the transfer of information and disposition of Work in progress so as to mitigate damages;
- E. Comply with other reasonable requests from Owner regarding the terminated Work; and
- F. Continue to perform in accordance with all of the terms and conditions of the Contract such portion of Work that is not terminated.

25.6 If, upon termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "TERMINATION FOR CONVENIENCE".

GC 26 TERMINATION FOR CONVENIENCE

26.1 Owner may, at its option, terminate the Contract, in whole or in part at any time for any reason or for no reason by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the termination for convenience, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor, Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

- A. Upon receipt of any such notice, Contractor and its surety shall, unless the notice requires otherwise:
1. Immediately discontinue Work on the date and to the extent specified in the notice;
 2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
 3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
 4. The Contractor agrees to assign all subcontracts required for performance of this Contract to the Owner;
 5. The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their Subcontract to the Owner;
 6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
 7. Complete performance of any Work which is not terminated.
- B. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
1. All amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, and for Work thereafter completed as specified in such notice.
 2. The reasonable cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subparagraph A.3. above.
 3. Any other reasonable costs which can be verified to be incidental to such termination of Work.

26.2 The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all Work satisfactorily performed to date of termination by Contractor.

26.3 Contractor shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the Contract price including all incurred costs described herein. Owner shall

review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

27.1 If the Contractor's performance of this Contract is delayed, which delay is beyond the reasonable control and without the fault or negligence of the Contractor or its subcontractors, or by changes ordered in the Work and in either event where such delay or change in the Work impacts the Critical Path, then the Contract time shall be extended by Change Order as determined by the Owner.

27.2 The Contractor must request the extension of time in writing and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter 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 CPM 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.

27.2.1 The Contractor acknowledges and agrees that the evaluation of time extensions will 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 which 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 Owner initiated changes. Float time is not for the exclusive use of either the Contractor or the Owner; and
- 5. If adverse weather conditions are the basis for a claim for additional time, such claim shall be submitted within thirty (30) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

27.3 The Owner's determination as to the total number of days of contract extension will be based upon the computer produced construction schedule current at the time of the delay event.

27.4 The Contractor shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Owner in writing within twenty-four hours (24) after the commencement of such delay or ninety-six 96 hours of knowledge of a potential delay, whichever is earlier. In any event, within seven (7) days of commencement of the delay, the Contractor shall provide in writing the information stated above.

27.5 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 (whether determined by the Eichleay Formula or otherwise), 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.

27.6 For all changes in the Work in which the Contractor claims entitlement to a time extension, the Contractor shall provide to the Owner the same information as required above within seven (7) days of the issuance of the request for Change Order or direction to change the scope of the Work and the Contractor's failure to provide such information shall constitute a waiver by the Contractor and a denial of any time extension for that change in the Work. Further, upon execution by the Owner of any Change Order where no time extension has been requested and/or granted, that Change Order shall constitute a complete waiver of all claims for dollars or for any extension of time related to that Work, or any Work impacted by the change.

GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and, where not specified, of the highest grade of quality for their intended use, and all workmanship shall be in accordance with construction drawings and specifications.

28.2 Unless otherwise provided in the Contract, Contractor warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after substantial completion of the Work under the Contract, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. In the event that the Owner assumes partial utilization of portions of the Work prior to completion of all Work, the Warranty for that portion shall also extend for twelve months from substantial completion of that portion of the Work, if and only if the Owner has exclusive use of the area. If the Owner does not have exclusive use of the area, the warranty period shall extend for twelve months from substantial completion of the last portion of the Work.

28.3 Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time and in a manner acceptable to Owner.

28.4 Owner and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

28.5 Contractor warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair, replacement and tests, Owner may perform or cause to be performed the same at Contractor's expense.

Contractor shall perform such tests as Owner may require verification that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Contractor.

28.6 The Contractor shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by FAX or email) notice from the Owner. If the Contractor fails to remedy or remove or replace that Work or material which has been found to be defective, then the Owner may remedy or replace the defective or deficient Work at the Contractor's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Contractor shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Contractor shall immediately pay the expenses incurred by the Owner for remedying the defects. If the Owner is not paid within ten (10) calendar days, the Owner may pursue any and all legal or equitable remedies it may have against the Contractor.

28.7 The Contractor is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Contractor is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the Owner agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Contractor of his responsibility.

28.8 The terms of this section shall not modify, restrict or limit the County's other available remedies or restrict, limit or be construed as the sole or exclusive remedy for defective performance or failure to meet Contract obligations. This section shall not relieve the Contractor of its responsibilities for the performance of the original Work in accordance with the requirements of the Contract Documents and will not limit the County's remedies at law, in equity or under Contract.

Additionally, the terms of a later signed manufacturer's warranty shall not modify or abridge the Contractor's warranties (express or implied), Contractor's performance, or

Contractor's duties and liabilities under the Contract Documents and shall not limit or restrict the County's remedies or damages at law, in equity, or under contract.

28.9 Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the Contract Documents and the warranties therein and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to the Contract Documents and this general condition.

28.10 The provisions of this section shall survive the termination or expiration of this Contract.

GC 29 PATENT INDEMNITY

29.1 Contractor hereby indemnifies and shall defend and hold Owner and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Contractor, or out of the processes or actions employed by, or on behalf of Contractor in connection with the performance of the Contract.

29.2 Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or Owner's representatives. Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

29.3 This section shall survive the termination or expiration of this Contract.

GC 30 INDEMNITY

30.1 Contractor shall indemnify and hold harmless the Owner and 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 Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

30.2 To the extent permitted by, and in accordance with, F.S. 725.06, Contractor further agrees that "damages, losses and costs," includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

30.3 To the extent permitted by, and in accordance with, F.S. 725.06, for purposes of indemnity, the “persons employed or utilized by the Contractor” shall be construed to include, but not be limited to, the Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of the Contractor.

30.4 The indemnification provisions of this section shall survive termination or expiration of this Contract.

30.5 Contractor’s indemnity and hold harmless obligations hereunder shall extend to all claims against County by any third party or third party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

30.6 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, 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.

GC 31 INSURANCE

31.1 General Requirements. Unless otherwise specified in this Contract or granted by County's Risk Management Department, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the term of this Contract or the performance of Work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Where applicable, all coverage and endorsements shall provide coverage on a primary and non-contributory basis. Contractor shall deliver to Owner 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 of Intent to Award, but in any event, prior to execution of the Contract by Owner and prior to commencement of Work on the project. Such Certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirement contained herein as to types and limits, as well as County's 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.

31.2 Commercial General Liability. Contractor shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury, Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, Explosion, Collapse and Underground Hazards (X-C-U) , Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein.

31.3 Business Automobile Liability. Contractor shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set

forth herein.

31.4 Workers' Compensation & Employer's Liability. Contractor shall agree to maintain Workers' Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. If any Work is sublet Contractor shall require all subcontractors to comply with this requirement unless such subcontractors' employees are covered by Contractor's Workers' Compensation insurance policy.

31.5 Pollution Liability. The Contractor shall maintain Pollution Liability or equivalent Environmental Impairment Liability on a per occurrence, claims-made basis providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs.

31.6. Additional Required Insurance. The Contractor shall agree to maintain the following additional required insurance coverage with respect to any Work for which each coverage described below have been designed specifically to provide coverage for:

31.6.1 Watercraft Liability. With respect to any of the Work hereunder involving watercraft owned, hired, or borrowed, the Contractor shall agree to maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either by way of endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein.

31.6.2 Aircraft Liability. With respect to any of the Work involving (fixed wing or helicopter) aircraft owned, hired, or borrowed, the Contractor shall agree to maintain Aircraft Liability. Passenger Liability shall be included when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein.

31.6.3 Builder's Risk. With respect to any of the Work involving the construction of real property (buildings and improvements other than buildings) during the construction Project, the Contractor shall maintain Builders Risk insurance providing coverage for the entire Work at the Project site, and will also cover portions of Work located away from the site but intended for use at the site, and will also cover portions of the Work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$20,000, nor shall a wind percentage deductible, when applicable, exceed five percent (5%).

Partial Occupancy or use of the Work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Contractor shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the

Work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the Project, or until Contractor and County mutually consent to the termination, whichever occurs first. The Contractor agrees and understands the County shall not provide any Builder's Risk insurance on behalf of Contractor for loss or damage to Work, or to any other property of owned, hired, or borrowed by the Contractor.

The Contractor shall be responsible for policy deductibles, coinsurance penalty, or self-insured retention including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation on all perils with the exception of projects with a value of less than \$2,000,000, the County will be responsible for the deductible (up to \$20,000) for losses of any Act of God.

31.6.4 Inland Marine/Transit Insurance. With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall agree to maintain inland marine property/transit insurance provided the coverage is not afforded by a Builders Risk policy. Coverage shall be provided in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. The Contractor agrees and understands the County shall not provide any inland marine or transit insurance on behalf of Contractor for loss or damage to Work, or to any other property of owned, hired, or borrowed by the Contractor.

31.7 Satisfying Limits under an Umbrella Policy. If necessary, the Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

31.8 Additional Insured. The Contractor agrees to endorse the County as an Additional Insured on each insurance policies required to be maintained by the Contractor, except for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, builder's risk or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

31.9 Loss Payee. The Contractor shall agree to endorse the County as a Loss Payee on the

Builder's Risk and Inland Marine/Transit Insurance, when required to be maintained by the Contractor. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners." Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

31.10 Waiver of Subrogation. The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

31.11 Right To Review & Adjust. The Contractor shall agree, notwithstanding the foregoing, the County, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverage, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the County reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, County shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

31.12 No Representation of Coverage Adequacy. The coverages and limits identified in the table have been determined to protect primarily interests of the County only, and the Contractor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction Project or otherwise.

In the event the County is notified that a required insurance coverage will cancel or non-renewed during the period of this Contract, the Contractor shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional 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 agree not continue to Work pursuant to this Contract unless all required insurance remains in effect. The County shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the County. The County reserves the right to withhold payment, but not the obligation, to Contractor until coverage is reinstated. If the Contractor fails to maintain the insurance as set forth herein, the County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its' officers, agents and employees as Additional Insured for all required insurance coverage, except Workers' Compensation.
2. Shall clearly indicate Project name and Project number to which it applies.
3. Shall clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage, ten (10) day for non-payment.
4. Evidence of renewal coverage must be provided at least thirty (30) days in advance of any policy that may expire during the term of this Contract.
5. Shall clearly identify Palm Beach County, Board of County Commissioners endorsed as a Loss Payee on the Builder's Risk and any other Inland Marine coverage.
6. Contractor shall deliver to County, or its authorized insurance consultant, a Certificate of Insurance with respect to each required policy to be provided under this Section. The required Certificates must be signed by a licensed insurance agent.
7. Contractor shall deliver 1 Certificate(s) of Insurance to the following:
Palm Beach County
c/o Environmental Resources Management
2300 N Jog Rd.
West Palm Beach, FL 33411-2743
8. Renewal Policies - The Contractor shall promptly deliver to County and to _____ a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to County and to _____ not less than five (5) business days before to the expiration date of any policy.

31.13 Deductibles, Coinsurance Penalties, & Self-Insured Retention. The Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

31.14 Subcontractor's Insurance. The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the County, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

31.15 Insurance Coverage & Limit Table. The Contractor shall agree to maintain the coverage, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage and Limit Table below:

INSURANCE COVERAGE & LIMIT TABLE	
TYPE OF COVERAGE	MINIMUM LIMITS
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$1,000,000 per occurrence Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	\$1,000,000 per occurrence
<u>WORKERS' COMPENSATION & EMPLOYER'S LIABILITY:</u> Limit of not less than: Employers Liability Limits:	Statutory \$500,000/\$500,000/\$500,000
<u>POLLUTION LIABILITY:</u> <u>Limit of not less than:</u> <u>Additional Insured endorsement required:</u>	\$1,000,000 Yes
<u>WATERCRAFT LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$5,000,000 per occurrence Yes
<u>AIRCRAFT LIABILITY:</u> When used to carry passengers (excluding aircraft's crew) coverage for Passenger Liability not less than: Additional Insured endorsement required:	\$1,000,000 per passenger Yes
<u>INLAND MARINE COVERAGE:</u> Limit not less than: Additional Insured & Loss Payee endorsements required:	Highest value exposed during the construction project. Yes
<u>BUILDERS RISK:</u> Limit not less than: Endorsement to waive coverage termination from Occupancy Clause. Endorsement coverage until final acceptance of the Project by Certificate of Occupancy by the Owner. Additional Insured & Loss Payee endorsements required:	The total Project completed construction value as well as subsequent modifications to that sum. Yes Yes Yes

GC 32 SITE CONDITIONS

32.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of 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; familiarity with local and regional market and industry conditions including labor skill level and availability; water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted on Construction Documents, and through verification with local utility companies and the Owner; physical conditions of existing construction, topography and ground surface conditions; to the extent identified in the Project Geotechnical Study and Report, Environmental

Study and Report, or other documentation made available to the Contractor, subsurface geology, and nature 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 conditions will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract.

GC 33 DIFFERING SITE CONDITIONS

33.1 Contractor shall notify Owner, within 24 hours of discovery, in writing and before proceeding with any Work which Contractor believes constitutes a differing site condition with respect to: (1) subsurface or latent physical conditions at the jobsite differing materially from those indicated in this Contract; or (2) unknown physical conditions at the jobsite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

33.2 Owner will, as promptly as practicable, investigate such conditions and if it determines that such conditions do materially so differ and cause an increase or decrease in Contractor's cost of or the time required for performance of any part of any Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. No claim of Contractor under this clause will be allowed unless Contractor has given the required notice.

GC 34 ACCESS TO WORK AREAS

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

34.2 Contractor's accesses to the site and storage areas shall be as shown on the plans and as designated by the Owner. Access routes may also be used by County employees, the public and other contractors. No other access points shall be allowed unless approved by the Owner. All contractor traffic authorized to enter the site shall be experienced in the route or guided by contractor personnel. The Contractor is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

GC 35 CONTRACTOR INGRESS AND EGRESS

35.1 Contractor's access to the work area will be permitted only through approaches which will be designated by Owner, and then only in such manner that Contractor's traffic will not interfere with 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.

GC 36 PRECONSTRUCTION CONFERENCE

36.1 As soon as practicable after award of this Contract and prior to commencing any Work, a pre-construction conference will be arranged by the Owner. In attendance at said conference will be Owner and any of its representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project and to review any items requiring clarification. Procedures for processing and distribution of all documents and correspondence related to the Contract will be established. A schedule of values (conforming to the requirements of GC 68) must be submitted to the Owner no later than the time and date of the pre-construction conference.

GC 37 CONTRACTOR MEETINGS

37.1 The Contractor shall, at its expense, as requested by Owner, attend any and all meetings called by Owner to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Owner with typed minutes of each meeting distributed to all attendees.

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

39.1 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Contract. The storage facilities, methods of storing and security provisions shall meet Owner's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.

GC 40 CONTRACTOR'S WORK AREA

40.1 All Contractors' work areas on the jobsite will be assigned by Owner. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Contractor shall provide a temporary office on the site of the Work, and a representative of the Contractor on site shall be reachable by phone at all times during normal working hours. Should Contractor find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Contractor shall, at its expense, provide and make its own arrangements for the use of such additional land.

GC 41 CONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES

41.1 Contractor shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of Work and materials required by the Contract and within the time or times specified in the Contract. Before proceeding with any Contract Work or with erection of any facilities, including but not limited to temporary structures, machinery,

equipment, offices and warehouses, Contractor shall furnish Owner such information and drawings relative to such equipment, plant facilities as Owner may request.

41.2 Upon written order of Owner, Contractor shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site. Contractor shall not remove construction plant or equipment from the site before the Work is finally accepted without Owner's written approval. Such approval shall not be unreasonably withheld.

GC 42 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by Owner to order removal of rejected materials and equipment shall not relieve Contractor from responsibility for quality of the materials supplied or from any other obligation under the Contract.

42.2 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Contractor's negligence to foresee means of installing equipment into position inside structures.

42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract drawings and specifications will be acceptable regardless of Owner's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Contractor from responsibility for the quality and securing progress of Work as required by the Contract. The Owner shall notify the Contractor of defective or unacceptable Work if the Owner discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the General Conditions Section entitled, "WARRANTY". No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

42.4 Contractor shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Contractor or its subcontractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.

42.5 Owner will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Contractor for incorporation into the Work will be by Owner. This function

by Owner will apply both to approvals for the Contract as initially signed, and to approvals for changes to the Contract by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

42.6 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Contractor shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract.

GC 43 SUBSTITUTIONS

43.1 Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Owner's interest, and will in no way impact detrimentally upon the Project completion date and schedule.

43.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data and certificates and additional information as may be required by the Owner for proposed substitute items as required by GC 46 "CONTRACTOR FURNISHED DRAWINGS, DATA & SAMPLES".

43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Contractor shall allow an additional 15 days for Owner's review of substitution. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time Contractor must order, purchase or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

43.4 If Owner rejects Contractor's substitute item on the first submittal, Contractor may make only one additional request for substitution in the same category. On the second request, and all future requests, the Contractor shall be invoiced the expenses (including Owner, and Design Professionals cost and overhead) involved in reviewing submittal data.

GC 44 EXPEDITING

44.1 The equipment and material furnished under this Contract may be subject to expediting by Owner. Owner shall be allowed reasonable access to the shops, factories, and other places of business of the Contractor and its subcontractors and suppliers, for expediting purposes. As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting and Contractor shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract.

GC 45 FIELD LAYOUT OF WORK

45.1 All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Construction Drawings or as approved by the Owner 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.

45.2 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 bench marks and temporary bench marks adjacent to the Work. Based upon the information provided by the Construction Drawings and Technical Specifications the Contractor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Construction Drawings, location of property boundaries, stakes for all working points, lines and elevations. Contractor shall furnish survey, sketch and legal necessary for utility easements.

45.3 The Contractor shall have the responsibility to carefully preserve all bench marks, reference points and stakes. In case of destruction thereof by the Contractor resulting from its negligence, or for any other reason, Contractor 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 will be established or are destroyed during the normal course of construction shall be re-established by the Contractor, and all reference ties recorded therefore shall be furnished to the Owner. All computations necessary to establish the exact position of the Work shall be made and preserved by the Contractor.

GC 46 CONTRACTOR FURNISHED DRAWINGS, DATA AND SAMPLES

46.1 Review and permission to proceed by Owner as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Contractor and does not relieve Contractor from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required to be submitted to the Owner for review, shall be submitted attached to forms provided by Owner.

46.2 Transmittals from the Contractor to the Owner shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with Contract requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with Contract requirements, and it has been coordinated with all other submittals and the Contract."

_____ SIGN	_____ DATE
_____	(Company Name)

46.3 Drawings

46.3.1 Where drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be originally generated and submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty-five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. Contractor must allow at least 21 calendar days for review by Owner. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.

46.3.2 For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Owner by and at the expense of the Contractor. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Contractor. A reproducible copy of the drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded drawings must be transmitted to the Owner.

46.3.3 If drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Owner approves any such variation(s), it will issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

46.3.4 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.

46.3.5 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. Owner will conduct a review of Contractor's drawings and a drawing marked with one of the following review comments will be returned to the Contractor.

1. No exceptions taken.
2. Make corrections noted. No re-submittal.
3. Make corrections noted. Resubmit.
4. Rejected.
5. Not required for review.

46.3.6 The Contractor must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

46.4 Samples

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

46.4.2 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. Contractor must allow at least 21 calendar days for Owner'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.

46.4.3 Samples which have been reviewed may, at Owner's option, be returned to the Contractor for incorporation into the Work.

46.5 Catalogues, Data and Certificates

46.5.1 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. Allow at least twenty-one (21) calendar days for Owner's review. Material represented

by such shall not be fabricated, delivered to the site or incorporated into any Work without such review.

46.5.2 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 specifications, on forms provided by the Owner. Owner will conduct a review of Contractor's catalogues, data, and certificates and one copy marked with the review comments listed above will be returned to the Contractor.

GC 47 CONSTRUCTION SCHEDULE

47.1 For projects valued at less than \$500,000 or have a total construction time of less than 120 days, a bar chart type schedule may be submitted in lieu of the CPM schedule specified below. All other requirements regarding content, submittals, and updates shall remain.

47.2 The Project shall be monitored by a detailed critical path method scheduling system. This system shall be the basis for the evaluation of all Contractor performance. The Contractor shall, at least seven (7) calendar days prior to the pre-construction conference, submit to Owner 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 Owner prior to application for the first progress payment. The Contractor, shall within (30) calendar days from and after the Contractor's receipt of written notice to proceed, and before the first progress payment is approved for payment by the Owner, submit to Owner for acceptance a detailed fabrication and construction schedule based on a critical path analysis of construction 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 Critical Path or CPM schedule). The total project duration of the CPM schedule shall equal the contract duration(s) specified in the Bid Form.

47.3 The CPM schedule and all reports shall be prepared with computer software by Microsoft Project, Primavera Project Planner, or Primavera SureTrak.

47.4 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 Critical Path Method (CPM) type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

The construction 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 60 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. No activity should be scheduled for more than 20 workdays, unless approved by the Owner.
 6. Contractual and other major milestones including phasing.
 7. Schedule activities to include labor and material.
 8. An allowance for delays due to weather. Contract time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
 9. Owner activities or activities by others which will affect the Contractor's Work.

47.5 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 Owner.

47.6 The detailed CPM schedule submittal shall include five (5) color copies of the following:

1. Time Scaled Network Diagram.
2. Bar Chart in the following formats:
 - Sorted by activity
 - Sorted by total float
 - Sorted by early start
3. Precedence and successor report
4. Narrative report, if requested by Owner's Authorized Representative.
5. Electronic copy. (One copy)
6. Submittals shall be organized under Standard CSI format.

47.7 The detailed CPM Schedule shall be updated monthly and submitted along with an updated computer diskette with the Application for Payment. Contractor shall meet with the Owner and Architect/Engineer of Record 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.

47.8 If requested by the Owner's Authorized Representative, 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 Owner. When requested, 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.

47.9 The Contractor shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Contract will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Contract, and maintain updated information as required regarding the interface with other contracts.

47.10 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 will 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 Owner of the proposed schedule changes. Such actions shall be incorporated by the Contractor into the diagram before the next update, at no additional cost.

GC 48 RESPONSIBILITY FOR WORK SECURITY

48.1 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 which are necessary and adequate against any conditions which 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.

48.2 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner within three days of each incident.

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

49.1 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 which results from the sole active negligence of the Owner or its representatives.

49.2 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 will be delivered to the Owner in proper, whole and unblemished condition.

GC 50 PROTECTION OF EXISTING PROPERTY

50.1 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 will be acceptable to Owner and/or its Insurance Representative.

50.2 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 will not cause damage. The Contractor shall provide protection methods which are acceptable to the Owner and/or its insurance representatives.

50.3 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 Owner. Thereafter, and before it begins such Work, Contractor shall give due notice to Owner 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.

50.4 Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Owner, do not reasonably interfere with the performance of this Contract.

50.5 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 by reason of any such damage or unauthorized cutting shall be borne by Contractor.

GC 51 LABOR

51.1 Contractor is solely and exclusively responsible for the supervision and control of all Contractor's personnel on site. Contractor shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by Owner, remove from the jobsite any personnel of Contractor working in violation of any provision of this Contract.

51.2 Disputes between Contractor and its subcontractor regarding work assignments and the settlement of jurisdictional disputes shall conform with either the "Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry", and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

51.3 Contractor is solely and exclusively responsible for ensuring and providing for jobsite

safety and conditions. Contractor shall enforce all Owner jobsite condition safety rules and regulations 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.

51.4 The Contractor and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All Work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

51.5 Contractor shall submit a “Contractor’s Daily Report” (See Appendix A of these General Conditions) for each day Work is accomplished. Reports shall be submitted daily to Owner.

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

52.1 During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.
- C. The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- H. The Contractor shall comply with all regulations, guidelines, and standards lawfully adopted under the governing statutes.

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 Responsibility for Safety and Health

53.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Contract. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and Users who may be affected thereby. The Contractor shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the Owner. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

53.1.2 All Work, whether performed by the Contractor, its subcontractors or sub-subcontractors,

or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and
- B. all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

53.1.3 The Contractor is solely and exclusively responsible for worksite safety. If the Owner receives notice or is made aware that the Contractor has failed to provide a safe area for the performance of the Work or any portion thereof, then the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area until the Contractor remedies the unsafe conditions. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

53.1.4 The Contractor is solely and exclusively responsible for supervising all workers at the job site including ensuring the use of proper safety equipment by the workers for the duties performed. The Contractor shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. If the Owner receives notice or is made aware that the Contractor has failed in its duty to ensure that proper safety equipment is used by the workers, then the Owner shall have the right, but not the obligation, to suspend Work until the Contractor corrects the unsafe work practice. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

53.1.5 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Contractor shall defend, indemnify and hold the Owner, Design Professional, the Owner's Representative 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.

53.1.6 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, 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.

53.1.7 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.

53.1.8 The indemnity provisions of this section shall survive the termination or expiration of this Contract.

53.2 Protection of Work and Property; Responsibility for Loss

53.2.1 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 Owner 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 Owner 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 Owner, 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 Owner shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Contract.

53.2.2 Until final acceptance of the Work by the Owner pursuant to GC 72 of this Contract, 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 Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

53.2.3 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 Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work and including improvements disturbed outside the limits of construction) 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 Construction Documents 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 Owner (unless (1) the Contractor has waived its rights of subrogation against the Owner 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).

53.3 Surface and Subsurface Water

53.3.1 Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the job site shall be permitted by the proper regulatory agency and submitted to the Owner for its prior written approval. All such Work shall be done at the sole expense of the Contractor.

53.4 Emergencies

53.4.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss to persons or property, or to remedy said violation, whichever is applicable. Failure by Contractor to take necessary emergency action shall entitle the Owner to take whatever action it deems necessary including, but not limited to, suspending the Work as provided in GC 23.

53.4.2 The Owner may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the Owner in taking such emergency action against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the Owner harmless against any and all costs or expenses pursuant to this Paragraph, by whomsoever incurred. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency Work which is not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a claim as provided in GC 65.

53.4.3 The indemnity provisions of this section shall survive the termination or expiration of this Contract.

53.5 Owner's Standards

53.5.1 The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficacy of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these rights by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

GC 54 PROJECT SITE PROTECTION

54.1 Contractor, at its expense, shall maintain such protection as provided in General Conditions Section (GC 53) titled “SAFETY & PROTECTION OF PERSONS & PROPERTY” in a satisfactory condition until removal is authorized by Owner. Contractor, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner. The Contractor will provide parking for its employees within the designated work areas. Contractor employees will not be allowed to park in areas which are used by any facilities which remain in operation.

GC 55 FIRE PREVENTION

55.1 Contractor shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Project Work area clear of all trash at all times.

55.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the Owner. Contractor shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

GC 56 ILLUMINATION

56.1 When any Work is performed at night or where daylight is shut off or obscured, Contractor shall, at its expense, provide artificial light sufficient to permit Work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

GC 57 BEST MANAGEMENT PRACTICES

57.1 Contractor shall be responsible for evaluating the site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For example, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

57.2 Regulated Substances are substances that may cause significant harm to human health and the environment (including surface and groundwater). The Unified Land Development Code (ULDC) Section 9.3, Wellfield Protection, regulates the storage, handling, use and production of Regulated Substances within wellfield zones which may impair present and future drinking water suppliers. In addition, the ULDC, Section 9.6, Excavation, requires that “Best Management

Practices for the Construction Industries” be followed for Agricultural Area, TYPE II, TYPE IIIA and TYPE IIIB excavation activities.

57.3 If any Regulated Substances are stored on the construction site, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwaters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

57.4 Contractor shall familiarize itself with the manufacturer’s safety data sheet supplied with each material containing a Regulated Substance and shall be 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 a release.

57.5 Upon completion of construction, all unused and waste Regulated Substances and containment systems shall be removed from the construction site and shall be disposed of in a proper manner as prescribed by law.

GC 58 DUST CONTROL

58.1 The Contractor, for the duration of the Work, shall, at its expense, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

58.2 The Contractor shall, for the duration of the Work, protect all fixtures, equipment, devices, and surfaces from any dust or debris within any facility which is affected by the Work and shall comply with the Owner’s direction to insure dust control is being managed and maintained.

GC 59 WATER POLLUTION

59.1 Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

GC 60 AIR POLLUTION

60.1 The Contractor shall, at its expense, so perform its Work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Palm Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Palm Beach County Air Pollution Board Regulations.

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 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 will notify the Owner immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Owner. The Contractor shall maintain and post as necessary Material Hazard Data Sheets for all applicable hazardous materials used in the course of its Work.

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

61.3 The indemnity provisions of this section shall survive the termination or expiration of this Contract.

GC 61(a) ASBESTOS NOTIFICATION

61(a).1 Prior to the renovation of any structure, the Owner conducts an inspection for asbestos-containing building materials (ACBM), through a review of current surveys or the request for a new survey. All asbestos surveys are conducted under the direction of Florida licensed asbestos consultants contracted by the Owner.

61(a).2 Prior to the renovation of any structure, the Owner facilitates the removal of all ACBM that may be disturbed during the renovations, (except bituminous roofing materials), unless stated otherwise in the Contract. All asbestos removal is conducted by a Florida licensed asbestos contractor contracted by the Owner.

61(a).3 An asbestos summary report may be included as part of the Contract. If not attached, it is the Contractor's responsibility to contact the Owner and request the report.

61(a).4 Licensed asbestos contractors are not required for removing or repairing asbestos containing roofs, except for transite (cementitious) shingles. If the Work specified will disturb asbestos containing roofing materials, the Contractor must comply with all requirements of OSHA 1926.58 and ASBESTOS NESHAPS. A summary of these requirements are outlined by the National Roofing Contractors Association (NRCA). A licensed roofer who has training as an asbestos competent person is required for projects disturbing asbestos roof materials. The Owner will provide an asbestos survey of the roof.

61(a).5 If materials are discovered that are suspected asbestos materials that were not previously

sampled, Contractor must stop all work that will disturb these materials and immediately notify the Owner.

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

62.1 All materials and equipment furnished and Work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. The Owner has the right but not the obligation to perform such quality surveillance, observations or quality audit as Owner deems necessary. Contractor shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, Owner shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. The Owner, its agents, employees and designees shall be entitled to conduct such surveillance, observation, or quality audits in such a manner and with such frequency and for such duration as Owner, in its sole discretion, shall determine is appropriate. If Contractor covers all or any portion of the Work prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Contractor. Owner has no duty or responsibility to inspect or audit Contractor's work and in doing so does not assume any liability or responsibility for Contractor's materials and workmanship. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such Work, materials or equipment shall prejudice the rights of Owner thereafter to correct or reject the same as hereinafter provided.

62.2 If any material, equipment or workmanship is determined by Owner, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Contract, Owner shall notify Contractor in writing that such material, equipment or Work is rejected and the Owner reserves the right to withhold payment on any such item. Thereupon, Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or Work by making the same comply strictly with all requirements of the Contract.

GC 63 TESTING

Unless otherwise provided in the Contract, drawings and specifications, shop testing of materials or Work shall be performed by the Contractor at its expense and in accordance with the technical specifications. Field testing of materials or Work shall be performed by Owner. Should tests in addition to those required by the specifications be desired by Owner, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense unless such additional tests are required due to Contractor's Work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Contractor's expense. Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place including reasonable stoppage of Work during testing. Contractor shall provide reasonable and accurate notice of when construction activities which require Owner's testing services are required. Contractor shall be responsible for

stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

GC 64 PROGRESS

64.1 Contractor shall give Owner full information in advance as to its plans for performing each part of the Work. If at any time during the progress of Work, Contractor's actual progress is inadequate to meet the requirements of the Contract, Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Owner, Contractor does not improve performance to meet the currently approved Contract construction schedule, Owner may require an increase in Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Owner. Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of Work and rate of progress required by the Contract.

64.2 Failure of Contractor to comply with the instructions of Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Contractor's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this Contract.

GC 65 CHANGES

65.1 Owner may, at any time, without invalidating the Contract and without notice to the surety(ies), make changes in the Work by issuing a Change Order. In the event that additive Change Orders increase the total contract amount of a "bond waiver contract" over the County's bond waiver limit of \$200,000, the contract will continue to be exempt from the bonding requirements if the change order is for a nominal amount. If there is a material change in project costs through a change order above the bond waiver limit of \$200,000 then a bond will be required. In the event deductive Change Orders decrease the total contract amount of a "bonded contract" below the County's bond waiver limit of \$200,000, bonding will continue to be required. Contractor shall provide notice to its surety(ies) of all Change Orders.

65.2 Owner will issue written orders to Contractor for any changes except that in the event of an emergency which Owner determines endangers life or property, Owner may issue oral orders to Contractor for any Work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered Work.

65.3 Contractor shall commence such changed Work so that all dates set forth in Contractor's current construction schedule as accepted by Owner will be met. In the event of an emergency which Owner determines endangers life or property, Contractor shall immediately commence such changes as required by Owner in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Owner to invoke the provisions of the General Conditions entitled "TERMINATION FOR DEFAULT".

65.4 Unless otherwise required, Contractor shall, within twenty-one (21) calendar days following receipt of a written contract Field Bulletin, submit in writing to Owner a Contract Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to Owner of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered. A time extension for Work associated with an Owner change for which the Contractor has not submitted its change proposal or its subsequent revisions to the change proposal within twenty-one (21) calendar days will not be allowed.

65.5 The proposal shall state the Contractor's added and/or deleted compensation in detail, including but not limited to:

- A. Material quantities and unit prices
- B. Labor man-hours and wages by craft
- C. Equipment type and size and rental rate
- D. Overhead and profit percentage
- E. Subcontract costs with back-up detail as specified in items A, B, C, and D above.
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by Owner).

65.6 Under no circumstances shall Contractor apply for or be entitled to recover consequential damages including, but not limited to, extended home office overhead costs associated with a change in the Work, whether or not calculated in accordance with the Eichleay Formula.

65.7 Any time extension request shall be submitted in accordance with GC 27. Owner may make changes to the Work after the contractual Substantial Completion date and will state in the added work directive if the completion of the Work is required for Substantial Completion. If the Work is required to be completed before Substantial Completion, then the provisions of GC 27 apply. If the Work may be completed after Substantial Completion, then the Work will be considered as a separate phase of the Contract with a separate time frame and completion date and will not affect the contractual Substantial Completion date.

65.8 If Contractor does not propose the method of compensation for such change or any part thereof within the time required, or if any proposed method is not acceptable, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Owner may direct and Contractor shall proceed upon direction (Construction Change Directive) with such change. A Construction Change Directive (CCD) is a written order prepared by the Architect/Engineer of Record and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete Work which, if not accomplished, could adversely affect a critical path activity. Upon receipt of the CCD, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of Record of the Contractor's agreement or disagreement with the method, if

any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. When the Owner and Contractor agree with the determination made by the Architect/Engineer of Record concerning the adjustments in the Contract Sum and/or Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order. The Contractor shall not seek payment for Work performed pursuant to a CCD until it has been converted to a Change Order.

65.9 If, at any time after Contractor commences such change, a method of compensation other than time and material is agreed upon, such compensation will be made in accordance with such agreement. In any event, Contractor shall keep accurate records of the actual cost to Contractor for such change. Costs for which Contractor shall be entitled to compensation on a time and material basis as described above, are as follows:

- A. Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, time-keepers and maintenance mechanics. The time charged to changes will be subject to the daily approval of Owner and no charges shall be accepted unless evidence of such approval is submitted by Contractor with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Contractor by law or collective bargaining agreements. Copies of certified pertinent payrolls shall be submitted to Owner.

- B. Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Contractor shall be made for all construction and automotive equipment or tools with a new cost of greater than one thousand dollars each. Equipment time charged to changes will be subject to daily written approval of Owner and no charges will be accepted unless evidence of such approval is submitted with Contractor's billing.

The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Contractor-owned equipment used in this Contract shall be those contained in the "RENTAL RATE BLUE BOOK" as published by EquipmentWatch, 1735 Technology Drive, Suite 410, San Jose, California 95110-1333, (800-669-3282) and current at the time Work for any specific change is performed. When equipment is used for time and materials change which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Contractor-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Owner.

When the operated use of equipment is infrequent and, as determined by Owner, such

equipment need not remain at the site of the Work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Owner's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged contract Work is used for time and material changed Work, the applicable rental rate shall be the actual rate paid by the Contractor at the time the Work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work, will be reimbursed to Contractor based on invoices, provided that prior written approval has been given to Contractor.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Contractor for equipment repair or equipment maintenance.

- C. Material Costs - Payment for the cost of materials furnished by Contractor for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Owner. Payment will be the net cost to Contractor delivered at the job and vendor's invoice shall accompany the billing along with the verification by Owner of such use of such materials.
- D. Contract and Outside Service Costs - Payment for Work and services subcontracted by Contractor in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Owner before the subcontractor starts to work on the change.
- E. Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Owner.

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 an overhead and profit fixed fee not to exceed a maximum of fifteen percent (15%) (the Maximum Percentage) of the estimated direct labor and material costs pertaining to each change which amount will be converted to a lump sum before Work begins. The agreed upon percentage (not to exceed the Maximum Percentage), including but not limited to overhead and profit, which may be added to the estimated Change Order costs for changes in the Work shall be as follows:

1. For all Work done by the General Contractor's own forces, the Contractor may add an overhead and profit fixed fee as agreed upon with Owner up to 15% of its estimated Change Order costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

2. For all Work done by subcontractors, the respective subcontractors may add an overhead and profit fixed fee as agreed upon up to 10% of their estimated costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins. The general contractor may add an overhead and profit fixed fee as agreed upon up to 5% of the subcontractors' total estimate which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

65.10 For any changes involving deductive items, the following shall apply to the amount of allowable overhead and profit:

1. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Contractor for processing.
2. For changes containing both additions and deductions covering related Work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change.

65.11 No Change Order or CCD shall be valid until approved and signed by the Owner. The Architect/Engineer of Record is not authorized to bind the Owner to changes relative to changes in contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the Project and is within the limits set forth in the Contract, the Owner may cause to be issued an appropriate Change Order to the Contract with or without the Contractor's signature.

65.12 The Architect/Engineer of Record will have the authority to order minor changes in the Work which do not involve adjustment to the Contract Sum or Time and are not inconsistent with the intent of the Contract. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly, and the Contractor shall receive no additional compensation therefore, nor shall there be any change in the Contract Time. The Architect/Engineer shall immediately provide notices of all minor changes in the Work to the Owner.

65.13 Execution of Change Order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the 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 modification(s) constitutes, in whole or part, a cardinal change to the Contract.

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

1. Conformed Documents - Prior to the first application for payment, Contractor shall show proof of conformed documents with all Bid addenda identified on the record drawings and on its field set of drawings. Supplemental information following the

bid shall be included and updated monthly for review with the application for payment.

2. Progress Records - During construction, Contractor shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between Work as shown and Work as installed. These drawings shall be available to Owner for inspection at any time.
3. Final Records - Prior to request for Substantial Completion, the Contractor shall furnish to Owner a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Owner, at its expense, will furnish Contractor with drawings for mark-up by Contractor. Contractor shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts. Record information necessary to establish utility services shall be provided by Contractor a minimum of 30 days prior to needed utility service.

B. Specifications:

1. Progress Records - During construction, Contractor shall keep a marked-up and up-to-date set of specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to Owner for inspection at any time.
2. Final Records – Prior to request for Substantial Completions, the Contractor shall furnish to Owner a complete set of marked-up as-built specifications with RECORD clearly printed on cover. Owner, at its expense, will furnish Contractor a set of specifications for mark-up by Contractor. Contractor shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.

C. Manuals and Training:

1. Manuals – As a condition precedent to Substantial Completion, the Contractor shall furnish to Owner three complete sets of manuals and applicable operating instructions as referenced in technical specifications. Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover.
2. Training: Where Owner training is required by the technical specifications, Contractor shall video and audio record the training and provide Owner with one copy of recording.

D. Endorsement:

1. Contractor shall sign each final record drawing and the cover of the record

specifications and shall note thereon that deviations and annotations are complete and accurate.

2. The Contractor shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.

E. Fixed Asset Equipment and Fixture Information:

1. Prior to Final Acceptance, Contractor shall provide the Owner with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than \$1,000.00. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and 3) the value of the equipment.

GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

67.1 Estimates and all support data shall be prepared by Contractor and submitted in writing for Owner's approval on or about the end of each month covering the amount and value of Work satisfactorily performed by Contractor up to the date of such estimate. Such estimates shall be based on the construction schedule completed activity cost, as approved, and may be confirmed by actual measurement of the Work in place. Estimates shall be based on cumulative total quantities of Work performed. Estimates may include materials or equipment not incorporated into the Work provided the requirements set forth below are met. A format for such estimates shall be determined by the Owner according to type of Contract Work and shall be agreed upon prior to, or no later than, application for the first progress payment.

67.2 The quantity of Work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number, approved by Owner, of units of Work satisfactorily completed with the Contract and computed in accordance with applicable measurement for payment provisions of the Contract.

67.3 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided such materials meet the requirements of this Contract, plans, and specifications and are delivered to acceptable locations at the Project Site or to other sites in Palm Beach County that are acceptable to the Owner (bonded warehouse). Such material must be stored in a secure manner, acceptable to the Owner, and in accordance with any manufacturer's recommendations.

67.4 Delivered cost of such stored or stockpiled materials may be included in any subsequent payment request once the Contractor meets the following conditions:

1. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Contract, by name.
2. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
3. Once any stored material is paid for by Owner, it shall not be removed from the designated

- storage area except for incorporation into the Work.
4. Evidence that Contractor has verified quantity and quality of materials delivered (verified packing list).

It is not the intent of this section to pay for stored materials that are intended for day-to-day inventory i.e. small diameter piping, fittings, conduit, etc. Payment for stored materials under this section shall be limited to finished prefabricated products, piece-marked, and customized for the Project. Any payment for stored materials is subject strictly to the sole discretion of the Owner.

It is further agreed between the parties that the transfer of title and the Owner's payment for any stored or stockpiled materials pursuant to this General Condition shall in no way relieve the Contractor of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, plans and specifications.

67.5 Contractor shall make all surveys necessary for determining all quantities of Work to be paid for under the Contract. Copies of field notes, computations, and other records made by Contractor for the purpose of determining quantities shall be furnished to Owner upon request. Contractor shall notify Owner prior to the time such surveys are made. Owner, at its discretion, may arrange to have its representative witness and verify all surveys made by Contractor for determining quantities of Work to be paid for under the Contract. Measurements and computations shall be made by such methods as Owner may consider appropriate for the class of Work measured.

The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the drawings or in the specifications, shall be determined by Owner.

67.6 No payments of invoices (or portions thereof) shall at anytime constitute approval or acceptance of the Work under this Contract, nor be a waiver by Owner of any of the terms contained herein.

GC 68 PROGRESS PAYMENT PROCEDURES

68.1 The Contractor shall prepare a schedule of values by phases of Work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of Work scheduled. Change Orders shall be added as separate line items. The schedule of values shall be submitted to the Owner and Architect/Engineer of Record for review and approval prior to "Commencement of Work."

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.

For lump sum projects, the general conditions costs will be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs).

1. Contractor's field office personnel (full-time on-site).
2. Construction office and storage facilities.
3. Utilities required to sustain field office and sanitary facilities.
4. Electrical power and water for construction.
5. Bonds and Insurance.

Progress Payments for General Conditions Costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for shop drawings and deposits for materials will not be allowed.

Prior to initial payment request, the following must be submitted and approved by the Architect/Engineer of Record and Palm Beach County Environmental Resources Management Division.

1. List of principal subcontractors and suppliers.
2. Schedule of values.
3. Shop drawing log.
4. Project schedule.
5. Certified copy of recorded bond. The County's contract number will be provided after award of the Contract and Contractor shall include this number on the bond prior to recording the bond. County will not make any payment to Contractor until Contractor has complied with this requirement.

68.2 The Contractor will prepare and submit one (1) original copy of monthly invoices for Work completed during the one-month period. Pay applications shall be submitted in the format and wording of the form contained in Appendix A to these General Conditions. All information must be completed for the pay application to be accepted. Owner's account number(s) for the Project will be given at the Pre-Construction meeting and will be placed at the top right hand corner of each application. These payment applications will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the application, the Contractor shall submit a rough draft plus two extra copies for the Owner and Architect/Engineer of Record to review. The Contractor shall submit four (4) final approved copies to the Architect/Engineer of Record, whose approval is required prior to submission to the Owner.

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit

new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes.

68.3.1 Retainage, in the amount of 5 %, will be withheld on the calculated value of any Work, with the exception of stored materials which may be paid at the supplier's invoiced cost.

68.3.2 The Contractor may request at any point the release of retainage from the Owner attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers if the work of the subcontractor has been successfully completed or if the materials of the supplier have been inspected and accepted by the Contractor. Owner may approve such requests on a case by case basis in the Owner's discretion. In order to substantiate such a request, the Contractor must submit the request in writing to the Owner and attach a statement of the Contractor that the subcontractor has successfully completed the work or the supplier has delivered acceptable materials and there are no disputes, demands or claims outstanding with respect to the completed work or delivered materials. Owner reserves the right to request additional documentation supporting Contractor's request for release of retainage on completed work or delivered materials, including a consent from the Contractor's Surety.

Notwithstanding the foregoing, in no instance can the amount retained be less than the value of Owner's good faith claims plus the value of the Work the Owner determines remains to be put in place or required to be performed as remedial activities.

All retainage released by the Owner to the Contractor which is attributable to the labor, services or materials supplied by one or more subcontractors or suppliers must be timely remitted by the Contractor to those subcontractors or suppliers.

68.4 Each application for payment shall be accompanied by the following:

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to Subcontractors" from the General Contractor for the portion of Work up to the date of that particular pay application.
2. An Owner approved construction schedule update

68.5 Intentionally Deleted.

68.6 If one or more "Notice of Non-Payment" is received by the Owner, no further payments will be approved until non-payment(s) have been satisfied and an original "Release of Claim" for each "Notice" has been submitted to the Owner. Upon request, Contractor shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Owner may allow, with consent of Surety and indemnification of the County against any claims, payment for Work on which there is an outstanding Notice of Non-Payment.

68.7 Any amount otherwise payable under the Contract may be withheld, in whole or in part if:

1. Any claims are made against Contractor by Owner or third parties, including claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such claim; or
2. Contractor is in default of any Contract condition; or
3. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid; or
4. Defective work or material is not remedied; or
5. Contractor persistently fails to carry out the Work in accordance with the Contract; or
6. Contractor fails to submit the information required by this Contract; or
7. Contractor fails to submit an owner approved updated Schedule with each Application for Payment.

68.8 If claims or liens filed against Contractor or property of Owner connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from Owner to do so, Owner may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any claim or lien against Contractor is discharged by Owner after final payment is made, Contractor and its surety or sureties shall promptly pay Owner all costs (including attorney's fees) incurred thereby regardless of when such claim or lien arose.

68.9 Following issuance, by the Architect/Engineer of Record, of a Certificate of Substantial Completion, Contractor may submit a special payment request, provided the following have been completed:

1. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Owner's occupancy and use of the project.
2. Complete final cleaning of the Work.
3. Submit record documents (record drawings).
4. Submit listing of Work to be completed before final acceptance.
5. Settle liens and other claims.
6. Obtain Consent of Surety for partial release of retainage.
7. Settle Liquidated Damages due to Owner, if any.
8. Conditional Final Waiver and Release of Claim signed by Contractor.

68.10 Upon receipt by Owner of Contractor's written "Notice of Final Completion" of its Work

under this Contract, in accordance with GC 72, Owner shall verify all Work has been completed on the Project. When all Work has been verified as complete, and the Contractor completes and submits the items listed below, the Contractor may submit a final invoice.

1. Complete all Work listed on the punchlist prepared in accordance with GC 71 and obtain Architect/Engineer certification of completed Work.
2. Submit proof of payment on fees, taxes or similar obligations.
3. Transfer operational, access, security and similar provisions to Owner; remove temporary facilities, tools and similar items.
4. Obtain Consent of Surety for final payment and/or partial release of retainage.
5. All information required by GC 66.
6. Obtain certification of as-built (record) drawings from Architect/Engineer of Record.
7. Final Waiver and Release of Claim signed by Contractor.

GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Owner, any portion of Work performed by Contractor is in a condition suitable for use, Owner may issue a certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such certificate of Substantial Completion (Partial Utilization) will be issued in accordance with the applicable requirements of General Condition 71 "SUBSTANTIAL COMPLETION". Such use by Owner shall in no case be construed as constituting final acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by Owner of any of the conditions thereof, provided, that Contractor shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, Contractor shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

69.2 If, as a result of Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Owner, Owner shall have the right to continue such use until such portion of Work can, without injury to Owner, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such Work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

69.3 Contractor shall not use any permanently installed equipment unless such use is approved by Owner in writing. Where Contractor's written request is granted for the use of certain equipment, Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Owner. If Owner furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of Contractor and shall be considered Contractor's employee for all purposes other than the payment of such operator's wages, workmen's compensation or other benefits paid directly or indirectly by Owner.

GC 70 ALLOWANCES AND UNIT PRICES

70.1 The bidders shall include in the base lump sum bid all unit prices and allowances if so required in the Special Conditions or applicable parts of the Bid Proposal Form. Items covered by unit prices shall be supplied for such amounts as the County may direct.

70.2 Unit prices shall apply to revisions to the Work as applicable. Unit Prices are "all inclusive", including labor, material, supervision, tools, equipment, insurance taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary.

GC 71 SUBSTANTIAL COMPLETION

71.1 The date of Substantial Completion is the date established by the Architect or Engineer (A/E) and approved by the Owner when the Project is sufficiently complete to permit the Owner to use it for its intended purpose, the County issues a certificate of Substantial Completion and the items listed below are complete. For the issuance of a certificate of Substantial Completion (Partial Utilization) in accordance with General Condition 69, the Owner and/or the A/E will notify the Contractor of which items listed below must be complete for partial utilization.

71.2 The Contractor shall notify the A/E in writing when the Contractor considers the Project Substantially Complete and attach a comprehensive list of incomplete Work and items needing correction with dates indicating when the items listed will be completed.

71.3 Once the A/E has received notice and attachments from the Contractor, the A/E will promptly inspect the Work. The A/E may refuse to inspect the Work if the Work is obviously not substantially complete or when the Contractor's list is not complete.

71.4 The following items shall be completed prior to a request by the Contractor for inspection for Substantial Completion.

1. Certificate of Occupancy or Certificate of Completion, as applicable, shall be obtained from the proper Building Official.
2. All general construction completed.
3. All mechanical and electrical Work complete, equipment and fixtures in place, connected, cleaned and ready for use.
4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
5. All painting shall be completed; all signs installed.
6. All project components including floors, glass and metal Work shall be cleaned.
7. All finish hardware shall be installed, and all doors shall be in good working order. All keys and blanks shall have been provided.
8. Project site shall be cleared of the Contractor's excess equipment, storage shacks,

trailers, and/or building supplies. All temporary construction shall be removed.

9. All mechanical and electrical systems including Fire Alarm and Security, shall be complete, fully functional, and demonstrated to the Owner. The Fire Alarm system must be 100% complete without exception.
10. All operations and maintenance manuals for all equipment shall have been submitted.
11. Manufacturers' certifications and warranties shall be delivered to Owner.
12. All operations and maintenance training related literature, software and back-up disks shall have been provided.
13. All required spare parts as well as any special tools shall have been provided.
14. All HVAC testing and balancing reports shall have been submitted and approved.
15. The Project record drawings and specifications shall be submitted in accordance with GC 66.

71.5 If Substantial Completion is not obtained at the inspection called by the Contractor, for reasons which are the fault of the Contractor, the cost of any subsequent inspections requested by the Contractor for the purpose of determining Substantial Completion shall be the responsibility of the Contractor and shall be assessed against the final payment application.

71.6 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 *et seq.*, A/E and/or Owner will prepare the punchlist required by the Local Government Prompt Payment Act. The punchlist items shall be corrected by the Contractor within 30 calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete the Work pursuant to the Contract.

GC 72 FINAL INSPECTION AND ACCEPTANCE

72.1 When the Contractor considers that all Work under the Contract is complete as previously referenced in GC 71, Contractor shall so inform Owner and A/E in writing, "Notice of Final Completion". When items on the punchlist as recorded at the Substantial Completion inspection have been corrected and the Owner is satisfied that all Work under the Contract is completed and is in accordance with the requirements of this Contract, Owner shall notify the Contractor in writing of final acceptance of its Work under this Contract. The Owner will then make final payment to the Contractor in accordance with the terms of General Condition 68 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 items, for which a Change Order will be issued:

1. Liquidated Damages, as applicable.

2. At the discretion of the Owner, one and one-half times the value of outstanding items, corrective Work, and incomplete punchlist. All such Work shall be completed or corrected to the satisfaction of the Owner within the time stated on the Certificate of Substantial Completion, or on the “final punchlist”, or any other “punchlist”, otherwise the Contractor does hereby waive any and all claims to all monies withheld by the Owner to cover the value of all such uncompleted or uncorrected items.

72.2 Neither final acceptance of the Work, nor payment therefore, nor any provision of the Contract shall relieve the Contractor of responsibility for defective or deficient materials or work or responsibility for full Contract compliance. If, within one (1) year or as provided for elsewhere in the General Conditions or technical specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract, the Contractor shall correct, remove and replace it promptly after receipt of a written notice from the Owner and correct and pay for any damage to other Work resulting therefrom as set forth in General Condition 28 entitled “WARRANTY”.

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

73.1 The Contractor shall make its own arrangements for disposal of materials outside the Project limits and it shall pay all costs involved. The Owner reserves the right to retain any salvage material or equipment scheduled for removal. Should the Owner elect to retain salvaged materials or equipment, the Contractor will provide appropriate on-site storage and protection. The Owner will be responsible for transporting from the site any materials or equipment it has elected to retain. Off-site disposal of any items not retained by the Owner shall be the responsibility of the Contractor.

73.2 When any material is to be disposed of outside the Project limits, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and the Contractor shall file in writing with the Owner said permit or the certified copy thereof together with a written release from the property owner absolving the Owner of any and all responsibility in connection with the disposal of material on said property.

73.3 When material is disposed of as above provided and the disposal location is visible from the Project, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Owner.

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

74.1 The Contractor represents to the Owner that neither the Contractor, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of the Contractor, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted with to furnish labor, material, equipment or professional services in connection with the construction of the Project. Contractor agrees to give written notification and obtain the approval of the Owner before entering into any Contract on this Project with any subcontractor or materialman where there exists

any identity of interest.

GC 75 CLEANING UP

75.1 Contractor shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work.

GC 76 PROJECT SIGNS

76.1 Contractor, at no additional cost to the Owner, shall construct a project job sign as indicated and described on Site Sign Detail. Contractor shall coordinate location of sign with Owner's representative and install such sign within 21 days after Owner's issuance of "Notice to Proceed". Any deletion/addition of lettering during the life of the Project will be at the Contractor's expense. Contractor will remove and properly dispose of sign at Substantial Completion of the Project. With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract, Contractor shall not display or permit to be displayed on or about the project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

GC 77 CONSTRUCTION INCENTIVE PROGRAM

The scope of this program is to provide a monetary incentive for the Contractor to use value engineering techniques to reduce the total cost of the overall Contract. After the award of the Contract, the Contractor will review the drawings and specifications to determine if there are areas where the use of value engineering concepts will reduce the cost of the existing Contract to the County.

The following applies to a Contractor developed and documented Construction Incentive Change (CIC) which:

- a. Requires a change to this Contract to implement the CIC; and
- b. Reduces the Contract price without impairing essential function or characterization of the Contract provided that the proposal is not based solely on a change in deliverable and item quantities or quality; and
- c. Does not reduce the SBE participation below the level specified in the Contract; and
- d. Is approved by the Owner.

Each CIC submitted shall contain, at a minimum, all pertinent information to allow the Owner to evaluate the difference between the existing Contract and the proposed change. Advantages and disadvantages shall be documented. All associated costs, savings, and possible future expenses to the Owner shall be listed. Any increases in operation and maintenance costs for a 20-year period shall be documented; redesign costs required for proper application and installation shall be included; and any effect on the completion time of the Contract shall be noted.

All CIC's shall be submitted to the Owner. The proposals shall be processed by the Owner whom shall not be liable for any delay in acting on the CIC. The Contractor has the right to withdraw, in whole or in part, any CIC, at any time prior to acceptance by the Owner.

The Owner may accept, in whole or in part, by Change Order any CIC submitted under this clause. A CIC with a net savings of less than \$1,000 to the Owner will not be considered. When a Change Order is issued regarding a CIC on this Contract, the Contractor shall remain obligated to perform in accordance with this Contract. The decision of the Owner as to the acceptance of any CIC under this Contract shall be final.

If a CIC submitted by the Contractor in accordance with this clause is accepted, the Contract price shall be adjusted. The contract price shall be reduced by 50% of the amount agreed upon, between the Owner and the Contractor, as savings if the total value of the savings is greater than \$50,000. The contract price will be reduced by 75% of the amount agreed upon as savings for the CIC if the total value of the savings is less than \$50,000. The remainder of the savings will accrue to the Contractor.

The Contractor shall include appropriate arrangements to pass-on any savings to subcontractors where the approved CIC is greater than \$50,000, and may include such arrangements in contracts of lesser value.

GC 78 SEVERABILITY

78.1 If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, 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 if possible the invalid, illegal, or unenforceable provision 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.

GC 79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

79.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

79.2 Required Procedures for Protecting Confidential and Exempt Information.

- A. Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to the Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the County has the statutory obligation to protect such records from public disclosure and only disclose confidential information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the Contractor's Work by making specific documents

available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.

B. Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the Contractor include, but are not limited to:

- Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure owned or operated by the County;
- Security system plans, including records, information, photographs, audio and visual representations, schematic diagrams, floor plans, surveys, as-built drawings, recommendations or consultations relating directly to the physical security of the facility or revealing security systems in whole or in part;
- Threat assessments;
- Emergency evacuation plans;
- Sheltering arrangements; or
- Manuals for security personnel, emergency equipment, security training; or otherwise containing narrative and/or graphic content of a security nature.

C. Obligations.

1. Maintain the Confidentiality of the Confidential Information. The Contractor has an obligation to maintain the confidential status of Confidential Information. The Contractor shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the County. The Contractor shall restrict access to Confidential Information to: 1) the Contractor's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing services under this Contract. Prior to releasing any Confidential Information to a Third Party, the Contractor shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Section, and maintain a list of any Third Party to which the Contractor has distributed Confidential Information. **Other than as authorized above, the Contractor shall not, without prior written approval of County, publish, copy, or otherwise disclose to others any Confidential Information.**
2. Disclosure Warning. If Confidential Information is in written form, the Contractor shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contain exempt information. If the Contractor is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE

INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE COUNTY IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONTRACTOR/CONSULTANT SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

3. Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records, i.e. email, which may be exempt from Public Records Requests and protect information that is exempt from disclosure, the Contractor (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the *first* four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.
 4. Notification of Improper Disclosure. County must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The Contractor shall make a report to the County not more than seven (7) business days after the Contractor learns of such an improper disclosure or unauthorized use of the Confidential Information. The Contractor's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the Contractor has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or improper disclosure. The Contractor shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the County. The Contractor shall take all steps the County deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.
- D. Survival. The nondisclosure provisions of this Section shall survive the termination or expiration of this Contract. The Contractor's duty to hold Confidential Information in confidence shall remain in effect until County sends the Contractor written notice releasing the Contractor from the provisions of this Section.
- E. Enforcement. The Contractor understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the County in law or equity.

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: PROJECT MANAGER FOR THIS PROJECT, ENVIRONMENTAL RESOURCES MANAGEMENT, WEST PALM BEACH, FL 33411 OR BY EMAIL AT OR BY TELEPHONE AT 561-233-2400.

GC 80 LIQUIDATED DAMAGES

For purposes of the Contract Documents, Liquidated Damages means damages assessed for the contractor's failure to substantially complete the Work within the Contract Time, including any change(s) to Contract Time authorized by Change Order(s) and Written Amendment(s). Should the Contractor or, in the event of its default, the Surety, fail to achieve certification of Substantial Completion of the Work within the Contract 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 Bid Form.

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 Contract 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 Substantial Completion of the Work by the County, due to an unreasonable action or delay on the part of the County.

GC 81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

The County shall not be liable to the Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by the Contractor in connection with this Agreement, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost

business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

GC 82 REQUEST FOR SECTION 179D ALLOCATION.

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the County to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable and if the Contractor considers it may be eligible for an allocation of the 179D deduction, then the Contractor must apply to the County through the Architect/Engineer of Record for the project. The Architect/Engineer of Record is responsible for applying to the County for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the County the allocation of the deduction. The County's Representative will provide to Contractor the Department's policy and forms related to the Section 179D deduction when requested.

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

COUNTY shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

If COUNTY terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

**CONTRACTOR
SUPPLEMENTAL CONDITIONS
TABLE OF CONTENTS**

(In the event of a conflict between these Supplemental Conditions and other provisions of the Contract Documents, these requirements will govern and prevail)

ARTICLE

SC 1.	SUPPLEMENTAL CONDITIONS
SC 2.	AUTHORIZED REPRESENTATIVES
SC 3.	RIGHTS AND REMEDIES; NO THIRD BENEFICIARIES
SC 4.	COOPERATION WITH OTHERS
SC 5.	FORMS AND DOCUMENTS
SC 6.	PERMIT DRAWINGS AND SPECIFICATIONS
SC 7.	CONTRACT INTERPRETATION
SC 8.	SUSPENSION
SC 9.	EXTENSION OF TIME/NO DAMAGES FOR DELAY
SC 10.	WARRANTY
SC 11.	INDEMNITY
SC 12.	INSURANCE
SC 13.	DIFFERING SITE CONDITIONS
SC 14.	ACCESS TO WORK AREAS
SC 15.	PRECONSTRUCTION CONFERENCE
SC 16.	DELIVERY, UNLOADING AND STORAGE
SC 17.	CONTRACTOR'S WORK AREA
SC 18.	CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP
SC 19.	FIELD LAYOUT OF WORK
SC 20.	CONSTRUCTION SCHEDULE

- SC 21. PROTECTION OF EXISTING PROPERTY
- SC 22. LABOR
- SC 23. SAFETY & PROTECTION OF PERSONS & PROPERTY
- SC 24. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP
- SC 25. CHANGES
- SC 26. MEASUREMENT OF AND PAYMENT FOR WORK
- SC 27. PROGRESS PAYMENT PROCEDURES
- SC 28. SUBSTANTIAL COMPLETION
- SC 29. PROJECT SIGNS
- SC 30. LIQUIDATED DAMAGES
- SC 31. USE OF DOCUMENTS
- SC 32. MOBILIZATION/DEMOBILIZATION FOR A HURRICANE
- SC 33. SUBCONTRACTS
- SC 34. COUNTY REMEDIES
- SC 35. ILLEGALITY
- SC 36. CONTRACTOR'S RESPONSIBILITY
- SC 37. FUEL PRICE ADJUSTMENTS
- SC 1. SUPPLEMENTAL CONDITIONS

The following Supplemental Conditions supplement, modify, change, delete from or add to the General Conditions of this Contract. Where any provision is modified or deleted by these Supplemental Conditions, the unaltered provision of that paragraph, subparagraph or clause shall remain in effect.

SC 2. AUTHORIZED REPRESENTATIVES

General Conditions, Article 3.2, is replaced as follows:

3.2 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 at no additional cost to the Owner. The Construction Manager shall be the Contractor's representative at the site and shall have full authority to act on behalf of the Contractor. 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.

In General Condition, Article 3, add as follows:

3.3 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.

SC 3. RIGHTS AND REMEDIES; NO THIRD PARTY BENEFICIARIES

In General Conditions, Article 9, add as follows:

9.3 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.

SC 4. COOPERATION WITH OTHERS

In General Conditions, Article 11, add as follows:

11.3 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.

11.4 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.

11.5 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.

11.6 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.

SC 5. PERMIT DRAWINGS AND SPECIFICATIONS

General Conditions, Article 20, is replaced as follows:

20.1 The Contractor shall, immediately upon receipt of any permitted drawings, check all drawings furnished and shall promptly notify Owner of any illegibility, errors, omissions or discrepancies discovered in such drawings. The Contractor shall perform Work only in accordance with the permitted drawings and any subsequent revisions thereto. The Contractor will be furnished free of charge one (1) copy of drawings, Contract Documents and Construction Documents at the Pre-Construction Meeting. Additional copies will be furnished at the cost of reproduction, postage and handling. Contractor shall maintain at the site of the Work a copy of the permitted drawings and specifications kept current with all changes and modifications and shall at all times give Owner, as well as all trades performing at the Project, access thereto.

SC 6. CONTRACT INTERPRETATION

In General Conditions, Article 21, add as follows:

21.3 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.

21.4 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.

21.5 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.

21.6 The captions or subtitles of the several Conditions, 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.

21.7 From time to time during the progress of the Work, the County may furnish supplementary drawings attached to a Change Order, a Field Instruction, a Construction Change Directive, a Supplement or as a response to the Contractor's request for 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.

SC 7. SUSPENSION

In General Conditions, Article 23, add as follows:

23.3 The Contractor agrees and guarantees to perform the Work in accordance with the terms stated herein, irrespective of any strikes, lockouts, lockdowns, 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.

23.4 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.

SC 8. EXTENSION OF TIME/NO DAMAGES FOR DELAY

General Conditions, Articles 27.1 and 27.2.1.5, are replaced as follows:

27.1 If the Contractor's performance of this Contract is delayed, which delay is beyond the reasonable control and without the fault or negligence of the Contractor or its subcontractors, or by changes ordered in the Work and in either event where such delay or change in the Work impacts the Critical Path, then the Contract time shall be extended by Supplement as determined by the Owner.

27.2.1.5 If adverse weather conditions are the basis for a claim for additional time, such claim shall be submitted within ten (10) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

SC 9. WARRANTY

In General Conditions, Article 28, add as follows:

28.11 Erosion of material and damages to the project due to natural forces (e.g. wind, waves) after substantial completion are not subject to the warranty period.

28.12 The Contractor shall not be responsible for replacing sand eroded from the fill template during the warranty period.

SC 10. INDEMNITY

In General Conditions, Article 30, add as follows:

30.7 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.

SC 11. INSURANCE

General Conditions, Article 31.12.8, is replaced as follows:

31.12.8. Renewal Policies - The Contractor shall promptly deliver to County and to any additional insured as may be specified in a Work Order, a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to County not less than five (5) business days before to the expiration date of any policy.

In addition to the County, the following shall be added as additional insured(s)
Specified in Work Order

SC 12. DIFFERING SITE CONDITIONS

In General Conditions, Article 33, add as follows:

33.3 Erosion/accretion of sand or changes in the slope/elevation of the project site conditions from those shown on the plans or experienced during construction shall not constitute a differing site condition.

SC 13. ACCESS TO WORK AREAS

In General Conditions, Article 34, add as follows:

34.3 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, including the County Engineering Department & Public Works, the Florida Department of Transportation, or other entity having jurisdiction, as applicable.

SC 14. PRECONSTRUCTION CONFERENCE

General Conditions, Article 36, is replaced as follows:

36.1 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, the pre-construction conference does not relieve the Contractor of the responsibility of contacting local utilities, in accordance with Instructions to Bidders paragraph 3.1.5, and any other necessary agencies or contractors, as may be required in the Contract Documents or at the direction of the County.

36.2 The purpose of the conference shall be to discuss 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.

SC 15. DELIVERY, UNLOADING AND STORAGE

General Conditions, Article 39, is replaced as follows:

39.1 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.

39.2 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.

39.3 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 the County's request, the Contractor shall provide the County copies of written consents that the Contractor obtained from the proper parties, evidencing Contractor's right to enter or occupy any land beyond that which the County provides under the Contract.

SC 16. CONTRACTOR'S WORK AREA

General Conditions, Article 40.1, is deleted entirely.

SC 17. CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

In General Conditions, Article 42, add as follows:

42.7 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.

42.8 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.

SC 18. FIELD LAYOUT OF WORK

In General Conditions, Article 45, add as follows:

45.4 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.

SC 19. CONSTRUCTION SCHEDULE

In General Conditions, Article 47, add as follows:

47.11 For dune and beach restoration Projects, unless authorization is obtained from the Permitting Agency, no equipment shall be permitted on the beach prior to November 1st, and, all equipment shall be removed from the beach prior to March 1st. The Contractor is only authorized to perform dune and beach restoration Work during daylight hours and in accordance with the noise ordinance of the municipality specified in the Work Order. If requested by the Contractor, the County may request a noise ordinance waiver, if required, to allow construction of the dune or beach restoration Project 24 hours per day, 7 days per week. The time stated for Final Completion of the Project shall include final site restoration of all Work areas, staging areas and beach accesses.

SC 20. PROTECTION OF EXISTING PROPERTY

In General Conditions, Article 50, add as follows:

50.6 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.

50.7 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.

50.8 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.

50.9 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.

50.10 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.

SC 21.

LABOR

In General Conditions, Article 51, add as follows:

51.6 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.

SC 22. SAFETY & PROTECTION OF PERSONS & PROPERTY

In General Conditions, Article 53, add as follows:

53.4.4 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 Supplement shall be issued to document the consequences of the changes or variations.

53.4.5 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.

SC 23. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

In General Conditions, Article 62, add as follows:

62.3 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.

SC 24. CHANGES

General Conditions, Article 65, is replaced as follows:

65.1 Owner may, at any time, without invalidating the Contract and without notice to the surety(ies), make changes in the Work by issuing a Supplement. In the event that additive Change Orders increase the total contract amount of a “bond waiver contract” over the County’s bond waiver limit of \$200,000, the contract will continue to be exempt from the bonding requirements if the change order is for a nominal amount. If there is a material change in project costs through a change order above the bond waiver limit of \$200,000 then a bond will be required. In the event deductive Change Orders decrease the total contract amount of a “bonded contract” below the County’s bond waiver limit of \$200,000, bonding will continue

to be required. Contractor shall provide notice to its surety(ies) of all Change Orders.

65.2 Owner will issue written orders to Contractor for any changes except that in the event of an emergency which Owner determines endangers life or property, Owner may issue oral orders to Contractor for any Work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered Work.

65.3 Contractor shall commence such changed Work so that all dates set forth in Contractor's current construction schedule as accepted by Owner will be met. In the event of an emergency which Owner determines endangers life or property, Contractor shall immediately commence such changes as required by Owner in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Owner to invoke the provisions of the General Conditions entitled "TERMINATION FOR DEFAULT".

65.4 Under no circumstances shall Contractor apply for or be entitled to recover consequential damages including, but not limited to, extended home office overhead costs associated with a change in the Work, whether or not calculated in accordance with the Eichleay Formula.

65.5 Any time extension request shall be submitted in accordance with GC 27. Owner may make changes to the Work after the contractual Substantial Completion date and will state in the added work directive if the completion of the Work is required for Substantial Completion. If the Work is required to be completed before Substantial Completion, then the provisions of GC 27 apply. If the Work may be completed after Substantial Completion, then the Work will be considered as a separate phase of the Contract with a separate time frame and completion date and will not affect the contractual Substantial Completion date.

65.6 If, at any time after Contractor commences such change, a method of compensation other than time and material is agreed upon, such compensation will be made in accordance with such agreement. In any event, Contractor shall keep accurate records of the actual cost to Contractor for such change. Costs for which Contractor shall be entitled to compensation on a time and material basis as described above, are as follows:

- A. Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, time-keepers and maintenance mechanics. The time charged to changes will be subject to the daily approval of Owner and no charges shall be accepted unless evidence of such approval is submitted by Contractor with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance,

vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Contractor by law or collective bargaining agreements. Copies of certified pertinent payrolls shall be submitted to Owner.

- B. Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Contractor shall be made for all construction and automotive equipment or tools with a new cost of greater than one thousand dollars each. Equipment time charged to changes will be subject to daily written approval of Owner and no charges will be accepted unless evidence of such approval is submitted with Contractor's billing.

The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Contractor-owned equipment used in this Contract shall be those contained in the "RENTAL RATE BLUE BOOK" as published by EquipmentWatch, 1735 Technology Drive, Suite 410, San Jose, California 95110-1333, (800-669-3282) and current at the time Work for any specific change is performed. When equipment is used for time and materials change which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Contractor-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Owner.

When the operated use of equipment is infrequent and, as determined by Owner, such equipment need not remain at the site of the Work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Owner's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged contract Work is used for time and material changed Work, the applicable rental rate shall be the actual rate paid by the Contractor at the time the Work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work, will be reimbursed to Contractor based on invoices, provided that prior written approval has been given to Contractor.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Contractor for equipment repair or equipment maintenance.

- C. Material Costs - Payment for the cost of materials furnished by Contractor for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Owner. Payment will be the net cost to Contractor delivered at the job and vendor's invoice shall accompany the billing along with the verification by Owner of such use of such materials.
- D. Contract and Outside Service Costs - Payment for Work and services subcontracted by Contractor in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Owner before the subcontractor starts to work on the change.
- E. Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Owner.

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 an overhead and profit fixed fee not to exceed a maximum of fifteen percent (15%) (the Maximum Percentage) of the estimated direct labor and material costs pertaining to each change which amount will be converted to a lump sum before Work begins. The agreed upon percentage (not to exceed the Maximum Percentage), including but not limited to overhead and profit, which may be added to the estimated Change Order costs for changes in the Work shall be as follows:

- 1. For all Work done by the General Contractor's own forces, the Contractor may add an overhead and profit fixed fee as agreed upon with Owner up to 15% of its estimated Change Order costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins.
- 2. For all Work done by subcontractors, the respective subcontractors may add an overhead and profit fixed fee as agreed upon up to 10% of their estimated costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins. The general contractor may add an overhead and profit fixed fee as agreed upon up to 5% of the subcontractors' total estimate which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

65.10 For any changes involving deductive items, the following shall apply to the amount of allowable overhead and profit:

- 1. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Contractor for processing.

2. For changes containing both additions and deductions covering related Work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change.

65.7 No Change Order shall be valid until approved and signed by the Owner. The Architect/Engineer of Record is not authorized to bind the Owner to changes relative to changes in contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the Project and is within the limits set forth in the Contract, the Owner may cause to be issued an appropriate Change Order to the Contract with or without the Contractor's signature.

65.8 The Architect/Engineer of Record will have the authority to order minor changes in the Work which do not involve adjustment to the Contract Sum or Time and are not inconsistent with the intent of the Contract. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly, and the Contractor shall receive no additional compensation therefore, nor shall there be any change in the Contract Time. The Architect/Engineer shall immediately provide notices of all minor changes in the Work to the Owner.

65.9 Execution of Change Order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), including any claim that the modification(s) constitutes, in whole or part, a cardinal change to the Contract, and including any claim for waiver or reduction of Liquidated Damages.

SC 25. MEASUREMENT OF AND PAYMENT FOR WORK

In General Conditions, Article 67, add as follows:

67.7 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, 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, Supplement or Written Amendment. Work so done may be ordered uncovered or taken down, removed and replaced, all entirely at the Contractor's expense.

SC 26. PROGRESS PAYMENT PROCEDURES

In General Conditions, Article 68, add as follows:

68.11 Final Payment is defined as the last Application for Payment made to the Contractor for earned funds, less retainage as applicable, less deductions. The acceptance of the Final Payment referred to in Article 68 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 68.

SC 27. SUBSTANTIAL COMPLETION

General Conditions, Articles 71.1 through 71.4, are replaced as follows:

71.1 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

71.2 Within fourteen (14) days thereafter, the County and the Contractor shall make an inspection of the Work to determine the status of completion.

71.3 If the County does not consider the Work substantially complete, the County shall notify the Contractor in writing giving the reasons therefore.

71.4 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.

SC 28. PROJECT SIGNS

General Conditions, Article 76, is deleted in its entirety.

SC 29. USE OF DOCUMENTS

General Conditions, Article 85, is added as follows:

85.1 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. 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 reuse any of the Drawings, Technical Specifications, or other documents (or copies of any thereof) on extensions of the project or any other project without prior written consent of the County.

SC 30. MOBILIZATION/DEMOBILIZATION FOR A HURRICANE

General Conditions, Article 86, is added as follows:

86.1 In the event the National Hurricane Center declares a Hurricane Warning, 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 from the waterway(s), work site, and staging site(s) all (i) marine equipment and vessels and (ii) equipment on the beach, 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, or until the Hurricane Warning expires, whichever occurs later.

SC 31. SUBCONTRACTS

General Conditions, Article 87, is added as follows:

87.1 The Contractor shall notify the County before Work begins on each Work Order and request approval, in writing, of the use of subcontractors proposed for the Work. If the proposed subcontractors and/or trades differ from the Contractor's Attachment No. 2 Subcontractor List in the Bid Form, the Contractor shall also include documentation in compliance with the substitution provisions of this Contract (Instructions to Bidders 2.3) with its request. The Contractor shall not employ any subcontractors that the County, within a reasonable time and at its sole discretion, rejects. The Contractor also shall not employ any subcontractors that the County determines are not performing the Work in strict conformance with the Contract, or approved changes thereto.

87.2 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 the Contractor.

87.3 Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

87.4 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 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.

SC 32. COUNTY REMEDIES

General Conditions, Article 88, is added as follows:

88.1 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, 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.

SC 33. ILLEGALITY

General Conditions, Article 89, is added as follows:

89.1 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.

SC 34. CONTRACTOR'S RESPONSIBILITY

General Conditions, Article 90, is added as follows:

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

90.2 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.

90.3 If Work associated with this Contract is to be paid for with Federal funds, Contractor shall comply with requirements specified in these Conditions.

90.4 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 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.

90.5 The Contractor shall perform with his own organization Work amounting to fifty-one percent (51%) or more of the total amended Work Order amount. The amended Work Order amount is the total Work Order amount less amounts for material/equipment purchase, turbidity monitoring, materials testing, surveying and engineering. The percentage of work performed by the Contractor shall be estimated based on the total amended Work Order amount, not individual line items.

90.6 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.

SC 35. FUEL PRICE ADJUSTMENTS

General Conditions, Article 91, is added as follows:

91.1 Only for Contracts with an original Contract Time in excess of 120 calendar days, the Department will make fuel price adjustments on each applicable Work Order to reflect increases or decreases in the price of diesel from those in effect during the month in which bids were received. Only the price of diesel, not gasoline, may be considered for adjustments. The Contractor will not be given the option of accepting or rejecting these adjustments, which are in the County's sole discretion to make. Price adjustments for fuel will be made only when the current fuel price (CFP), corresponding to issuance of each Work Order, varies by more than 5% from the price prevailing in the month when bids were received (BFP), and then only on the portion that exceeds 5%, as shown in the example calculations below. The County will consult monthly fuel costs released by FDOT to identify the CFP and the BFP and to calculate the Fuel Factor Percentage. The Fuel Factor Percentage shall equal the CFP divided by the BFP, minus 5%. Average price indices for diesel are available online before the 15th of each month, at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

91.3 Bidder may identify in the Bid Schedule the percentage of the unit cost in each applicable line item that represents the associated fuel costs (Fuel Cost Percentage). The Fuel Cost Percentage provided with the Bid is binding and in effect for the duration of the Contract, including all Work Orders, unless the Contract is amended, as provided herein. The Fuel Cost Percentage in the Bid will not be considered in bid tabulations for the purpose of evaluating the lowest bid, but will be utilized by the County to determine subsequent assignment of Work Orders among Contractors.

91.4 Prior to issuing a Work Order, the County will calculate the fuel-adjusted total unit cost, if any, for each bid item using the Fuel Cost Percentage in the Bid Schedule. The fuel adjusted total unit cost is calculated by multiplying the Fuel Unit Cost by the Fuel Factor Percentage, and then adding the Non-Fuel Unit Cost, as shown in the example below.

- A. If the CFP is more than the BFP, the following formula applies to calculate the fuel adjusted total cost for a Work Order:

INCREASE example		
Event	Month	Fuel Cost
Bid Opening	Jan. 2022	\$2.3922 /gal (BFP)
Work Order Date	Jun. 2022	\$3.7900 /gal (CFP)
Diesel Fuel prices from: https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm .		

Bid Schedule	
Bid Unit Cost	\$30.00 /ton
Fuel Cost Percentage	40%

Fuel Cost Adjustment Calculation	
Non-Fuel Unit Cost	\$18
Fuel Unit Cost	\$12
Fuel Factor of 1.534 = ((CFP/BFP) - 0.05*	
Fuel Adjusted Total Unit Cost to apply in Work Order	\$36.41/ton

*portion of fuel cost excluded from adjustment

$$\left(\$12 \text{ (Fuel Unit Cost)} \times 1.534 \text{ (Fuel Factor)} \right) + \$18 \text{ (Non-Fuel Unit Cost)}$$

- B. If the CFP is less than the BFP, the following formula applies to calculate the fuel adjusted total cost for a Work Order:

DECREASE example		
Event	Month	Fuel Cost
Bid Opening	Jul. 2022	\$3.4992 /gal (BFP)
Work Order	Dec. 2022	\$2.3688 /gal (CFP)
Diesel Fuel prices from: https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm .		

Bid Schedule	
Bid Unit Cost	\$30.00 /ton
Fuel Cost Percentage	40%

Fuel Adjustment Calculation	
Non-Fuel Unit Cost	\$18
Fuel Unit Cost	\$12
Fuel Factor 0.73 = (CFP/BFP) + 0.05	
Fuel Adjusted Total Unit Cost to apply in Work Order	\$26.76 /ton

*portion of fuel charge excluded from adjustment

$$\left(\$12 \text{ (Fuel Unit Cost)} \times 0.73 \text{ (Fuel Factor)} \right) + \$18 \text{ (Non-Fuel Unit Cost)}$$

Appendix A

- a) Notice to Proceed for Work Order
- b) Construction Work Order Directive
- c) Construction Invoice Form
- d) Work Order Form
- e) Supplement Form
- f) Warranty of Title and Release
- g) Statement of Unresolved Claims
- h) Certificate of Substantial Completion
- i) Contractor's Certification of Final Completion
- j) Statement and Documentation Regarding Subcontractor Releases
- k) Consent of Surety for Final Payment
- l) Final Warranty of Title and Release
- m) Guarantee
- n) Request for Substitution/Modification/Removal of Subcontractor
- o) Disbursement of Previous Periodic Payments to Subcontractors
- p) Disbursement of Final Payment to Subcontractors

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.: 2024ERM01
Project Name: Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)**

You are hereby notified that the Contract Time for this Work Order under the above construction contract 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 per the Technical Specifications
2. Permits, Licenses, Certifications, Approvals, and Easements per the Technical Specifications
3. Environmental Monitoring and Protection Plan per the Technical Specifications
4. Quality Assurance (QA) Plan per the Technical Specifications
5. Safety Plan as required in Special Conditions Article 7
6. Operations Plan per Technical Specifications
7. List of emergency contact(s)
8. Designation of Construction Manager as required in General Condition Article 2
9. List of all subcontractors that will perform work under this Work Order
10. Detailed breakdown (\$ and %) by company of Work, including suppliers, at all tiers
11. Construction CPM Schedule as required in General Condition Article 47
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: _____
Deborah Drum, Director
Dept. of Environmental Resources Management
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: _____

CONSTRUCTION WORK ORDER DIRECTIVE NO. _____

PROJECT NO.: 2024ERM01

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

CONTRACT RESOL. NO. R20___ - ___

CONTRACT DATE: _____

WORK ORDER PROJECT NAME: _____

WORK ORDER NO.: _____

TO: _____

(Contractor)

ATTN: _____

(Address)

FROM: PALM BEACH COUNTY, Environmental Resources Management Department

You are directed to proceed with the following work on a cost-plus (time and materials) basis in accordance with the Contract's General Conditions, Article 43, Paragraph A.3.C. This does not authorize a change in the Work Order Price and/or Work Time, but is evidence that the parties expect that the change directed or documented by this Work Directive shall be incorporated in a subsequently issued Work Supplement following negotiations by the parties as to its effect, if any, on the Work Order Price and/or Work Time, as amended by prior Work Supplement(s) by _____ [Insert Deadline Date for Resolution]. The negotiated Work Supplement shall not exceed:

ERM Directive: __ \$50,000 __ 30 Calendar Days **CRC Directive:** __ \$100,000 __ 90 Calendar Days

CAUSE FOR THE DIRECTIVE:

DESCRIPTION OF THE WORK:

NOTIFICATION MUST BE GIVEN TO ERM PRIOR TO WORK COMMENCING.
WORK TICKETS MUST BE SIGNED DAILY BY ERM'S REPRESENTATIVE.

The Contractor shall submit all documentation for payment of this work within thirty (30) calendar days of completion of the above-referenced Work Directive.

ISSUED BY: Palm Beach County/ERM
2300 N. Jog Road, 4th Floor
West Palm Beach, FL 33411

Director
Environmental Resources Management Department

DATE _____

CONSTRUCTION APPLICATION AND CERTIFICATE FOR PAYMENT (INVOICE)

TO: Palm Beach County Board of County Commissioners
 Department of Environmental Resources Management
 2300 North Jog Road, 4th Floor
 West Palm Beach, Florida 33411-2743
 ATTN: FSS Division

FROM:

PROJECT NO: _____
 PROJECT NAME: _____
 WORK ORDER LOCATION/NAME: _____

CONTRACT REF: _____
 WORK ORDER #: _____
 INVOICE/APPLICATION DATE: _____
 INVOICE/APPLICATION #: _____
 MONTHLY OR FINAL INVOICE: _____
 PERIOD FROM: _____ TO: _____

The Contractor certifies he has checked and verified this Application for Payment for this Period, and that it is a true and correct statement of all work performed and/or any and all material and equipment supplied by the Contractor; that all work, materials, and equipment included in this Application for Payment have been performed and/or supplied in full accordance with the terms and conditions of the Contract Documents and/or duly authorized deviations, substitutions, alterations and/or additions; that all terms of this Application for Payment have been authenticated and approved by the authorized undersigned representative of the Contractor and the Current Payment shown herein is now due.

REPRESENTATIVE SIGNATURE: _____ DATE: _____

PRINT REPRESENTATIVE NAME: _____ TITLE: _____

ACCOUNT #/KPO #	ERU USE ONLY	LESS RETAINAGE	PAYMENT DUE
TOTAL COMPLETED			
TOTALS			

TOTAL COMPLETED TO DATE	(\$ -)		
LESS PREVIOUS PAYMENTS	(\$ -)		
RETAINAGE	(\$ -)		
LESS PREVIOUS HELD	(\$ -)		
LESS CURRENT HELD	(\$ -)		
PLUS AMOUNT RETURNED	(\$ -)		
CUMULATIVE RETAINAGE HELD	(\$ -)		
CURRENT PAYMENT DUE	(\$ -)		
TOTAL PAYMENTS, LESS RETAINAGE	(\$ -)		
WORK ORDER BALANCE, INCLUDING RETAINAGE	(\$ -)		

BY: _____ REVIEWER: _____ APPROVED BY: _____ DIRECTOR, ENVIRONMENTAL RESOURCES MANAGEMENT

ITEM #	DESCRIPTION OF WORK	DATE ACFTD	UNIT	QUANTITY	RATE	AUTHORIZED AMOUNT	QUANTITY COMPLETE	TOTAL \$ COMPLETE	COMP. %	PREVIOUS PAYMENTS	RETAIN. %	RETAIN. HELD	RETAINAGE HELD THIS PERIOD	RETAINAGE RETURNED THIS PERIOD	CUMULATIVE RETAINAGE HELD	TOTAL DUE THIS PERIOD	TOTAL PAYMENTS (LESS RETAINAGE)	WORK ORDER BALANCE INCLUDING RETAINAGE	CONTRACT R#:	WORK ORDER #:	INVOICE/APPLICATION DATE:	INVOICE/APPLICATION #:																		
																			0	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
TOTALS: \$ -																			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

WORK ORDER
ANNUAL CONTRACT (FEDERALIZED)

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

PROJECT NO.: 2024ERM01 CONTRACT RESOL. NO.: R

DEPARTMENT: Environmental Resources Management (ERM)

WORK ORDER ERM PROJECT MANAGER: _____

WORK ORDER PROJECT NAME: _____

WORK ORDER LOCATION: _____

WORK ORDER NO.: _____ COMM. DISTRICT NO. _____

BUDGET LINE ITEM: _____

[Fiscal approval of Budget Availability: _____]

TO: CONTRACTOR NAME
CONTRACTOR ADDRESS

In accordance with the terms of your Contract dated _____, with Palm Beach County, a Political Subdivision of the State of Florida, you are directed to provide the following supplies and services:

The above work shall be performed at Work Order Location, in accordance with the Contract, including the Federal Requirements in the Supplemental Conditions, and, these attachments, which are incorporated herein, including [permit citations], [Location Map], [plansheets], [easements], and [additional Federal/State Requirements].

The total amount of this Work Order, at the contract prices, shall not exceed \$ _____ as identified in the attached Work Order Bid Schedule, dated _____.

The Work shall be Substantially Complete within _____ () calendar days after the Commencement Date. This time includes _____ () calendar days for Inclement Weather. The Commencement Date and the deadline for Substantial Completion shall be provided by the County in the Notice to Proceed.

The Liquidated Damages assessed for completion after Substantial Completion or Final Completion is: \$ _____ /day.

Progress Payment Retainage shall be held in the amount of ___% of the Total Complete.

The additional insured(s) are: _____.

[Name of municipality] ___ has granted authorization for 24/7 operations.

This Work is funded in part or in whole by: _____ for \$ _____.

FOR: PALM BEACH COUNTY, FLORIDA,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Deborah Drum, Director
Environmental Resources Management
Department

DATE: _____

CONTRACTOR AFFIDAVIT AND RECEIPT OF WORK ORDER:

Having carefully examined the Work Order documents, including its attachments and Plans, for the above-referenced Project, as well as the premises and conditions affecting the Work, and confirming that the site(s) was/were visited, as required, by

_____ on _____,
(Name of Person) (Date)

the undersigned hereby declares that we have carefully and to our full satisfaction examined the Work Order documents, and that we have made a full examination of the location of the proposed Work and the source of supply of materials. Please indicate your receipt of this Work Order by signing and returning two originals.

BY: _____

(Corporate Seal)

Name

Title

Contractor Name

Attachments: Location Map
Work Order Bid Schedule
Additional Federal and State Grant Requirements
Scope, Permits, Plansheets, Easements
Budget Availability Statement
Contract History

c: Clerk Finance
Contract Development and Control
ERM BOCO

SUPPLEMENT NO. ____

(Mark applicable category:)

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

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

PROJECT NO.: 2024ERM01 **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/HER 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 To Be Specified in Punchlist

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.

<p>_____ CONTRACTOR</p> <p>_____ Address</p> <p>_____ Address</p> <p>BY _____</p> <p>ITS _____ [Title]</p> <p>DATE _____</p>	<p>FOR <u>Palm Beach County/Board of County Commissioners</u></p> <p>OWNER</p> <p><u>c/o ERM, 2300 N. Jog Road, 4th Floor</u></p> <p>Address</p> <p><u>West Palm Beach, FL 33411</u></p> <p>BY _____</p> <p>Deborah Drum, Director Environmental Resources Management Department</p> <p>DATE _____</p>
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WARRANTY OF TITLE AND RELEASE

(For Periodic Progress Payments)

INVOICE #: _____

INVOICE PERIOD ___ / ___ /20__ TO ___ / ___ /20__

PROJECT NO.: 2024ERM01

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

BEFORE ME, the undersigned authority, personally appeared _____

hereinafter called the "Affiant"), who after being duly sworn, deposes and says that he is the

_____ of _____ a _____
[Enter State of incorporation]

corporation (hereinafter called the "Contractor"), pursuant to Palm Beach County Contract, Resolution No. R _____, dated the ___ day of _____, 20___, and subsequent alterations, including, but not limited to change orders approved in writing by the County (hereinafter collectively called the "Contract"), with PALM BEACH COUNTY, a Political Subdivision of the State of Florida, By and Through Its Board of County Commissioners (hereinafter called the "County"), for the furnishing of certain labor, materials, equipment, tools, supplies and manufactured articles (hereinafter called the "Work"), to improve certain property located in PALM BEACH COUNTY, FLORIDA (hereinafter called the "Property") pursuant to the above-referenced Work Order, and on behalf of the Contractor named above is authorized to make the following warranties, requests, releases, and indemnifications:

I. The Contractor warrants that it has fully completed in accordance with the Drawings and Specifications therefore, that portion of the Work, pursuant to the Contract and the Work Order (the "Completed Work") and represents that the attached Application for Payment constitutes a full and complete accounting of all monies due the Contractor under the Contract during the Invoice Period.

- II. A. ORIGINAL WORK ORDER PRICE \$ _____
- B. Approved Work Supplements \$ _____
- C. Other Adjustments (Explain on attachment) \$ _____

III. The Contractor further warrants and represents that:

1. All Work performed by the Contractor during the Invoice Period has been incorporated into this request for payment.
2. There are no costs, extras, change orders, or claims of any kind or nature due the Contractor for Work performed during the Invoice Period other than as set forth herein.
3. Contractor hereby waives its right to payment and to any other claim not indicated herein.
4. All subcontractors, subconsultants, laborers, vendors, materialmen, manufacturers, suppliers and other parties of whatever kind or nature who are entitled to payment from the Contractor for providing labor and materials to the Contractor pursuant to the Contract and Work Order progress have been paid for performing or furnishing the work, labor, equipment, materials, tools, supplies and manufactured articles upon said Contract and Work Order from previous progress payments received, less retainage, by the Contractor, prior to the receipt of any future progress payments, and have delivered to the Contractor validly executed Partial Releases of Liens or Claims with respect thereto.
5. Contractor does hereby waive, release, remise, and relinquish Contractor's right to claim, demand, or impose a lien or claims to the extent of the previous payments, and except to the extent of the "Amount Due or to Become Due and Unpaid" set forth in the attached Statement of Unresolved Claims, for work

done or labor, materials, equipment or supplies furnished and/or any other kind of class of lien or liens on the Property.

6. This shall constitute a full, absolute, and unconditional release and discharge by the Contractor to the County of all claims or liens of the Contractor, of whatever nature, arising out of, in connection with, or resulting from the supply by the Contractor, or any of its subcontractors or suppliers, of labor and/or materials to the Property as of the indicated last day of the Invoice Period, except to the extent of the "Amount Due or to Become Due and Unpaid" and any claims listed on the attached Statement of Unresolved Claims.

The Contractor agrees to indemnify and hold the County harmless from and against all costs and expenses, including reasonable attorney's fees and fees on appeal, resulting from any entity or individual who claims to have not been paid for labor, materials, equipment, tools, supplies and manufactured articles furnished in connection with the Completed Work.

This Affidavit is done with the understanding that contract payments are based on the truth and veracity of this document and any misrepresentation hereunder could result in action for breach of contract and/or loss, reduction or retention of future contract payments.

This statement is given under oath.

(CORPORATE SEAL)

(Contractor)

(Signature)

(Name/Title)

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization 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

Attachment: Statement of Unresolved Claims

STATEMENT OF UNRESOLVED CLAIMS

PROJECT NO.: 2024ERM01

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

CONTRACT RESOLUTION NO.: R20

WORK ORDER PROJECT NAME: _____

WORK ORDER NO.: _____

CONTRACTOR NAME: _____

INVOICE #: _____

INVOICE PERIOD: / /20 - / /20

Contractor shall list, in detail, on this page and any required additional pages all outstanding, unresolved claims, which Contractor has on this project. (If none, state "None.")

NAME	ADDRESS	AMOUNT DUE OR TO BECOME DUE AND UNPAID

(Attach additional sheets, if more space is required)

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NO.: 2024ERM01

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

CONTRACTOR: _____

CONTRACT DATE: _____, 20__

This Certificate of Substantial Completion applies to all Work under the Contract Documents, including the above-referenced Work Order or to the following specified parts thereof:

TO: PALM BEACH COUNTY / BOARD OF COUNTY COMMISSIONERS,
C/O ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT
(Owner)

AND

TO: _____
(Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of the COUNTY, along with the CONTRACTOR and that Work is hereby declared to be Substantially Complete in accordance with the Contract Documents including the above-referenced Work Order on:

(Date of Substantial Completion)

A Punch List of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and failure to include an item in the list does not alter the responsibility of the CONTRACTOR to complete all the Work in a good and workmanlike manner in accordance with the Contract Documents, including the above-referenced Work Order. The Punch List items shall be completed or corrected by the CONTRACTOR within ____ days of the above date of Substantial Completion.

The responsibilities between the County and the CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

County: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of any Work not in accordance with the Contract Documents, including the above-referenced Work Order, nor is it a release of CONTRACTOR'S obligation to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, including the above-referenced Work Order.

Recommended by the COUNTY:

By: _____
ERM Project Manager

_____ (Print Name)

Date _____

CONTRACTOR hereby accepts this Certificate of Substantial Completion:

By: _____
(Signature) (Print Name)

_____ Date: _____
(Title)

County acknowledges receipt of this Certificate of Substantial Completion:

By: _____
Director
Environmental Resources
Management Department (Print Name)

Date _____

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

TO: Palm Beach County / Board of County Commissioners,
c/o Environmental Resources Management Department (ERM)

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

PROJECT NO.: 2024ERM01

CONTRACT RESOLUTION NO.: _____

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 (ERM)

DATE: _____

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

PROJECT NO.: 2024ERM01

CONTRACT RESOLUTION NO.: R20 - _____

FINAL PAYMENT APPLICATION NUMBER _____

FROM: _____ (Contractor Name)

This is to certify that I, _____ am an authorized official of
_____ working in the capacity of _____ and

have enclosed the original releases from all subcontractors for this Project, which are listed below. (A subcontractor is defined as any contractor, vendor, supplier, or consultant that provided goods and/or services, including equipment rental, for this Project to the Contractor.)

(Contractor)

(CORPORATE SEAL)

(Witness Signature)

BY _____
(Signature)

(Witness Name)

ITS _____
(Title)

Enclosures

CONSENT OF SURETY FOR FINAL PAYMENT

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

PROJECT NO.: 2024ERM01

PROJECT LOCATION: Multiple locations throughout Palm Beach County. Per Work Order.

WORK ORDER PROJECT NAME: _____

CONTRACT RESOL. NO.: R20 **CONTRACT DATE:** _____

CONTRACT AMOUNT: _____ **FINAL CONTRACT AMOUNT:** _____

In accordance with the provisions of the above-named Contract and Work Order between the County and the Contractor, the following named Surety:

on the PUBLIC CONSTRUCTION BOND (Payment) and PUBLIC CONSTRUCTION BOND (Performance) of the following named Contractor:

hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named County, as set forth in said Surety Company's Payment and Performance Bonds # _____ and Surety waives any defenses to enforcement of its obligations.

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

(Attest)

(Name of Surety Company)

(Affix corporate seal here)

(Signature of Authorized Representative)

NAME/TITLE: _____

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

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization 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.:2024ERM01, Palm Beach County Dune and Beach Restoration Annual Contract (Federalized)** for the construction of certain improvements and the performance of certain Work more particularly described in the Contract Documents, including the above-referenced Work Order (such construction and performance being hereinafter collectively referred to as the "Work"), on property owned and or controlled by the County, located in Palm Beach County.

3. Contractor has fully completed the Work and all individuals, firms, and corporations furnishing materials, labor, equipment, tools, supplies, manufactured articles and services incident to the completion of the Work, and all payrolls, bills for materials, equipment, tools, supplies, manufactured articles, and all other indebtedness connected with the Work, have been paid in full, and, there are no claims or suits pending against the Contractor, Palm Beach County, or anyone in connection to the Work, except for the following:

None, unless set forth below:

Name	Address	Amount Due 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.

This statement is given under oath.

(CORPORATE SEAL)

(Contractor)

(Signature)

(Name/Title)

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization 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

GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) _____

We the undersigned hereby guarantee that **Work Order No.:** _____, **Work Order Project Name:** _____ performed pursuant to Palm Beach County Dune and Beach Restoration Annual Contract (Federalized) **Project No.:** 2024ERM01, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract including the Work Order. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Final Completion of all of the above named work procured by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

DATED _____
(Guarantee Filing Date)

(Contractor)

(Final Completion Date)
Filled in upon Final Completion)

(CORPORATE SEAL)

By: _____
(Signature)

(Witness Signature)

(Print Name)

(Print Witness name)

ITS _____
(Title)

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

(Attest)

(Name of Surety Company)

(Affix corporate seal here)

(Signature of Authorized Representative)

TITLE: _____

STATE OF FLORIDA

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

COUNTY OF _____

SUBSCRIBED and sworn to (or affirmed) before me by means of physical presence or online notarization 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

REQUEST FOR SUBSTITUTION/MODIFICATION/REMOVAL OF SUBCONTRACTOR

PROJECT NO.: 2024ERM01

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

CONTRACTOR: _____

DATE: _____

Section 1: Subcontractor Addition (skip if not applicable)

Name of New Subcontractor/Subconsultant	Contact Person	License/Certificate #	Trade

Provide brief explanation for this request:

Section 2: Subcontractor Removal (skip if not applicable)

Name of Original Subcontractor/Subconsultant	Contact Person	License/Certificate #	Trade

Provide brief explanation for this request:

CONTRACTOR

Address

BY _____

ITS _____
[Title]

DATE _____

FOR Palm Beach County/Board of County Commissioners

OWNER

c/o ERM, 2300 N. Jog Road, 4th Floor
West Palm Beach, FL 33411

Address

BY _____

Deborah Drum, Director
Environmental Resources Management
Department

DATE _____

DISBURSEMENT OF PREVIOUS PERIODIC PAYMENTS TO SUBCONTRACTORS

DATE: _____

PROJECT: _____

PROJECT NO: _____

TO APPLY TO MONTHLY ESTIMATE FOR _____, 20
(Month)

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for \$ _____ which is in dispute with _____ (leave blank if fully paid) as a result of back charges (attach explanation of back charges, if applicable). The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the County, and work done under equipment-rental agreements.

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 AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION, OR RETENTION OF FUTURE CONTRACT PAYMENTS.

Contractor

Signature

Print Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this ___ day of _____, 20___, by _____

as _____ for _____, on behalf
(title of officer/member/partner) (name of corporation/company/partnership)

of the _____, who is personally known to me or has
[choose one] corporation/company/partnership

produced _____ (type of identification) as identification.

(Signature of Notary Public - State of Florida)

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

DISBURSEMENT OF FINAL PAYMENT TO SUBCONTRACTORS

DATE: _____
 PROJECT: _____ PROJECT NO: _____
 TO APPLY TO FINAL ESTIMATE NO. _____, _____, 20____.

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for \$ _____ which is in dispute with _____ (leave blank if fully paid) as a result of back charges (attach explanation of back charges if applicable). The term "subcontractor" as used herein shall also include persons or firms furnishing materials, or equipment incorporated into the work for which final payment has been made by the County, and work done under equipment-rental agreements.

The following are to be paid from the final payment:

_____	_____
Sub-Contractor or Supplier	Amount
_____	_____
Sub-Contractor or Supplier	Amount
_____	_____
Sub-Contractor or Supplier	Amount
_____	_____
Sub-Contractor or Supplier	Amount
_____	_____
Sub-Contractor or Supplier	Amount
_____	_____
Sub-Contractor or Supplier	Amount
_____	_____
Sub-Contractor or Supplier	Amount
_____	_____
Sub-Contractor or Supplier	Amount

(Use Attachment for Additional Sub-Contractor or Suppliers)

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 AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION OR RETENTION OF FUTURE CONTRACT PAYMENTS.

 Contractor

 By

 Title

STATE OF FLORIDA
 COUNTY OF _____

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

 (Signature of Notary Public - State of Florida)

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

APPENDIX B

POST BID INFORMATION

(If requested by the County)

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

PROJECT NO.: 2024ERM01

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 lowest Bidder. Failure to return this form within two (2) business days will result in rejection of the Bid by the County. Award will be made to the lowest, responsive, responsible Bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation to Bid, to the Instructions to Bidders, Palm Beach County Code Sections 2-51 through 2-54, as amended and to Florida law. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within two (2) days of the County's request, the Post Bid Information as may be called for herein. Each Bidder must, upon request, provide evidence that, as of the date of Bid Document submission, Bidder, and the listed subcontractors, were qualified to do business in the State of Florida and Palm Beach County.

1. Contractor's Legal Name and Address:

Name: _____

Address: _____

City: _____ State _____ Zip Code: _____

2. Check One: Corporation: _____ Partnership: _____ LLC: _____

Individual: _____ Joint Venture: _____

3. If a Corporation or LLC, state:

Date of Incorporation or Organization _____

State in which Incorporated or Organized _____

4. If an out-of-state corporation or LLC which is currently authorized to do business in the State of Florida, give the date of such authorization: _____

5. Names and Titles of Principal Officers or Managing Members (LLC) Date Elected:

6. If a Partnership, state:

Date of Partnership: _____

Type of Partnership (General or Limited): _____

Names and Addresses of Partners: _____

7. If Joint Venture, state:

Date of Joint Ventureship: _____

Names and Addresses of Joint Venturers:

8. If Sole Proprietorship, state:

Name and Address of Sole Proprietor:

9. List corporate names or business names under which each of the principals in the present corporation have done business for the last ten (10) years:

10. List all subsidiaries or holding companies:

11. Contractor's License: _____ Primary Classification _____

State License No.: _____

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above:

12. What is the maximum bonding capacity of your company?

(A) Capacity (Dollar Amount): _____

(B) Include the company name, phone number, address and name of both your current bonding company and the Attorney-In-Fact who executes the bond: _____

13. Has your organization or any member been involved in any litigation or arbitration within the last ten (10) years as a result of construction contracts, including but not limited to liens, defective performance or workmanship? If yes, provide the following information for each case (attach additional sheets as necessary):

(A) Style or caption of litigation or arbitration: _____

(B) All parties to such proceedings:

(C) Names, Addresses, and Telephone Numbers of Attorneys for each party:

(D) Date Litigation Started: _____

(E) Status of Case: _____

(F) Provide an explanation of each claim by and against each party
(Attach additional sheets as necessary).

14. Have you or any principal of your company ever declared bankruptcy?

Yes _____ No _____

If yes, provide dates and particulars:

<u>Date</u>	<u>Reason</u>
-------------	---------------

15. Have you, any principal of the present company, or, any entity listed in Item #9 above ever failed to complete work awarded to you, been declared in contract default or, been suspended by a governmental entity from bidding on work or receiving contract awards? If so, where and why?

16. List some major subcontractors and suppliers from your completed or ongoing projects:

17. State the construction experience of your firm's principal members including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

18. State the construction experience of your organization including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

19. State the construction experience of the Superintendent to be assigned to this project including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

END OF SECTION

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

**PROJECT NAME: Palm Beach County Dune and Beach Restoration
Annual Contract (Federalized)
PROJECT NO.: 2024ERM01**

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

ARTICLE		PAGE
A	GENERAL REQUIREMENTS	
1	Scope of Work	3
2	Contractor Capacity	3
3	Inspection Notification	3
4	Pre-Construction and Progress Meetings	4
5	Work Delays	4
6	Conflicts	4
7	Construction Access	4
8	Work Area	4
9	Layout of Work/Staking	5
10	Material Placement	5
11	Final Dressing	6
12	Misplaced Materials	6
13	Non-Compliant Materials	6
14	Oil and Hazardous Materials Spills and Containment	6
15	Integrated Weighing System	7
16	Weight to Volume Conversion	7
17	Letter of Understanding	7
18	Permits, Licenses, Approvals, Certifications, and Easements	7
19	Environmental Monitoring and Protection Plan	8
20	Quality Assurance Plan	9
B	BASE BID ITEMS	
1	Supply Sand (Primary Source) (Bid Item 1)	11
2	Transport & Delivery of Materials (Bid Items 2, 3)	12
3	Beach Place & Grade (Bid Items 4, 5, 6, 7, 8, 9)	13
4	Site Preparation and Restoration (Bid Items 10, 11, 12)	14
5	Scarp and Compaction Management (Bid Items 13, 14)	14
6	Debris Removal (Bid Item 15)	14
7	Maintenance of Vehicular and Pedestrian Traffic (Bid Item 16)	14
8	Certified Sand Quality Testing (Bid Item 17)	15
9	Excavation to Grade and Load for On-Site Transport (Bid Item 18)	15
10	Load for Off-Site Transport (Bid Item 19)	15
11	Material Grading (Bid Item 20)	16
12	Turbidity Control and Monitoring (Bid Item 21)	16
13	Haul Road Construction and Removal (Bid Items 22, 23)	17

14	Temporary Road Mat System (Bid Item 24)	18
15	Sand Screener (Bid Item 25)	18
16	Supply and Install Silt Fence (Bid Item 26)	18
17	Pre-/Post-Construction Survey Transects (Bid Item 27)	18

C ALTERNATE BID ITEMS

1	Supply Sand (Alternate Source) (Alternate Bid Item 1A)	19
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FIGURES

Figure 1	Project Location Map	20
Figure 2	North County Comprehensive Shore Protection Project – Segment II	21
Figure 3	Singer Island Dune Restoration Project	22

TABLES

Table 1	Schedule of Estimated Quantities	23
Table 2	Engineer’s Cost Estimate	24
Table 3	Sand Sampling and Analysis Parameters	25

ATTACHMENTS

Attachment A	Contractor’s Daily Report	27
Attachment B	Turbidity Monitoring Report	29
Attachment C	List of Submittals for Technical Compliance	30

A GENERAL REQUIREMENTS

1 Scope of Work

The objective of this Invitation for Bid and associated prospective construction Contract Documents is to identify and secure a Contract necessary for the restoration of dunes and beaches in Palm Beach County. Figure 1 shows potential dune and beach project locations. The contract period will be two (2) years with an optional one (1) year renewal.

The work includes supplying and/or excavating, transporting, placing, and grading material within project areas designated by the COUNTY under specific Work Orders to be issued by the COUNTY – consistent with the lump sum and unit costs cited in the Bid Schedule. Bidders shall furnish all labor, materials, equipment, and services necessary to complete the scope of work outlined in these specifications.

The initial two-year Contract includes anticipated Work Orders for the North County Comprehensive Shore Protection Project – Segment II (Figure 2), the Singer Island Dune Restoration Project (Figure 3), and additional emergency dune restoration projects as necessary. Year 3 includes additional projects to be identified in the future. Potential projects for the initial two-year contract are included in the Schedule of Estimated Quantities (Table 1). The identified projects and quantities are not intended to be all inclusive and are subject to change by the COUNTY as may be needed during the contract term.

Site plans in Figures 2 and 3 show planned construction accesses. Construction access and staging areas are subject to change. Approved construction access and staging areas shall be specified in the Work Order. The timing of Work Order approvals is contingent on site conditions, grant funding, and agency permitting. Engineer's Estimate for the initial two-year term is \$13,309,250.

2 Contractor Capacity

The CONTRACTOR shall have the capacity (necessary equipment, and operators available) to supply and/or excavate, transport, deliver, place, and grade a total of approximately 258,400 tons (201,900 cubic yards) of material during the initial two-year contract at a daily rate of no less than 3,200 tons (2,500 cubic yards) of sand per 10 hour day of work. The CONTRACTOR shall begin to supply and/or excavate, transport, and deliver material within 48 hours of the Commencement Date cited in Notice to Proceed issued for a Work Order and shall be at full operating capacity within 5 calendar days of the Commencement Date. The CONTRACTOR shall, as a part of the bid submission, provide certification from both a primary and alternate upland sand source documenting that they can fulfill capacity and technical specifications. The COUNTY may, at its sole discretion, disqualify a sand source by providing written notice at the time of contract award.

3 Inspection Notification

The CONTRACTOR shall notify the COUNTY at least 48 hours before the following construction activities at each of the designated sites:

- Mobilization
- Sand delivery
- Final grading
- Beach tilling
- Pre-/post-construction surveying

- Demobilization
- Site restoration

4 Pre-Construction and Progress Meetings

Prior to commencement of construction, the CONTRACTOR shall meet on site with the COUNTY representative to verify construction access and staging areas and to verify pre-construction conditions. Photographs shall be taken by the CONTRACTOR and submitted to the COUNTY to document pre-construction conditions. At this meeting, the COUNTY and CONTRACTOR shall discuss the CONTRACTOR'S approved:

- a. Operations Plan including work schedule, site preparation and restoration, method of construction staking, and fencing/security requirements;
- b. Maintenance of Vehicular and Pedestrian Traffic Plan, including proposed trucking routes and public safety; and
- c. Turbidity Control and Monitoring Plan (if required).

The CONTRACTOR shall also attend periodic progress meetings to be scheduled by the COUNTY.

5 Work Delays

Delays in work due to the fault or negligence of the CONTRACTOR or due to the CONTRACTOR'S failure to comply with any specification shall not be compensable.

6 Conflicts

To the extent that there is a conflict between the various sections of the Contract Documents, the order of documents set forth in the "Instructions to Bidders" shall govern their interpretation.

7 Construction Access

The CONTRACTOR shall utilize construction access(es) as specified in the Work Order. During construction, the CONTRACTOR shall make provisions to (a) minimize interference with normal vehicular traffic, (b) provide necessary traffic safety measures, per FDOT regulations, when interruptions to normal traffic patterns are necessary, including but not limited to: signs, cones, flag men, etc., and (c) control public access and provide for public safety within the construction areas, construction accesses, and staging areas. Any cost associated with construction access shall be incorporated into Bid Item 16, Maintenance of Vehicular and Pedestrian Traffic, in the Bid Schedule.

8 Work Area

The work area includes construction access(es), staging areas, and project area as depicted in the drawings associated with the Work Order. Construction limits available to the CONTRACTOR for accomplishing the work shall be specifically identified in Work Orders. The CONTRACTOR shall conduct the work with minimal disruption to the general public and vehicular traffic. The CONTRACTOR shall make all provisions necessary to ensure public safety within the CONTRACTOR'S access, storage, and work areas; such provisions shall include but not be limited to fencing, lighting, and signage where appropriate.

Existing topography, vegetation, and upland improvements shall be protected to the maximum extent possible during construction activities. The CONTRACTOR shall minimize disturbance of native vegetation wherever possible. Any existing native vegetation disturbed by the CONTRACTOR shall be restored by the CONTRACTOR using plants of similar size and species at no additional cost to the COUNTY.

The CONTRACTOR'S Operations Plan shall address CONTRACTOR measures to prepare the work area, identify measures to prevent damage to the work area, and identify measures for restoration. In addition, the CONTRACTOR shall propose measures to limit damage to any pavement, striping, signage, vegetation, or improvements present in the construction area designated in the Work Order. The Operations Plan shall be submitted to the COUNTY for review and approval prior to the pre-construction meeting.

Upon completion of the work and demobilization of equipment, facilities, vehicles, and crew from the work area, the CONTRACTOR shall restore to an equal or better condition any landscaping, pavement striping, signage, fencing, vegetation, or improvements (including any survey reference monuments) that may have been damaged or disturbed as a direct result of the CONTRACTOR'S construction activities. Restoration shall include removal of all of the CONTRACTOR'S equipment and waste either for disposal or re-use. All site restoration shall be completed by the CONTRACTOR within two (2) weeks of demobilization from the work area.

9 Layout of Work/Staking

The CONTRACTOR shall complete layout of the work and shall be responsible for all surveys and measurements that may be required for execution of the work as defined in the Work Order. The CONTRACTOR shall furnish at his own expense such stakes, templates, platforms, equipment, tools, materials, and all labor as may be required to layout and execute the work. All survey work for construction control purposes shall be conducted by a professional land surveyor registered by the State of Florida who shall be employed by the CONTRACTOR at the CONTRACTOR'S expense.

The CONTRACTOR may elect to use grade stakes to lay out the work. If so, it shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes. Wooden grade stakes shall not be allowed on beaches or dunes. The material used for grade stakes on beaches and dunes shall be metal pipes that can be completely removed intact by the CONTRACTOR after placement of the fill. Any grade stakes used in the placement of the fill shall be removed intact without breaking. If the CONTRACTOR (directly or through his negligence) destroys stakes prior to acceptance of the work, the CONTRACTOR shall replace the stakes. When working on the beach, the CONTRACTOR shall maintain a grade stake recovery log documenting the location (station, range, or other acceptable format), date of placement, and date of removal for each grade stake. Any stakes which are lost or partially recovered shall be noted in the log. A final copy of this log shall be provided to the COUNTY. The cost to lay out and execute the work shall be incidental to and included in the cost of Bid Items 6 through 9 and Bid Item 18.

10 Material Placement

The CONTRACTOR shall employ bulldozers, front-end loaders, off-road dump trucks, excavators, conveyors, and other equipment as necessary to excavate and/or transport the material from construction access and staging areas to the project area for excavation/placement, place, and

grade material. Grading and other construction equipment are not permitted outside the designated work areas except when specifically defined in the associated Work Order.

Site conditions are subject to change. The COUNTY reserves the right to vary the fill template lines and grade from those shown on the plans. The fill templates shown on the plan drawings are for the purpose of permitting and estimating the amount of fill needed and will be used by the COUNTY to make any change to the fill template. The CONTRACTOR shall monitor the excavation and fill operations and shall notify the COUNTY if and when the quantity to be placed may exceed the Contract quantities. The quantity of material specified on a Work Order is the maximum quantity the CONTRACTOR will be paid for, unless otherwise authorized by the COUNTY.

11 Final Dressing

Final dressing shall not take place until all filling activity is completed, at which time the fill shall be graded and then dressed to eliminate any abrupt humps and depressions in the fill surfaces. Final grades and elevations shall be as indicated on the plans unless otherwise instructed by the COUNTY.

12 Misplaced Materials

Materials deposited outside the designated project area and the lines and grades shown on the construction plans shall be classified as misplaced material and shall result in a suspension of operations. The CONTRACTOR shall provide immediate notice to the COUNTY including a description of the incident and specific location of misplaced material. The CONTRACTOR shall remove and properly dispose of such materials at no added cost to the COUNTY and with no project time extensions. The CONTRACTOR shall not resume operations until approved by the COUNTY.

13 Non-Compliant Materials

Placed sand which does not meet the specifications outlined in Section B1, Supply Sand (Bid Item 1), shall be classified as non-compliant material and shall result in suspension of operations. Any material provided by the CONTRACTOR which does not meet these Technical Specifications shall be removed, properly disposed of, and replaced at the CONTRACTOR'S expense, in a manner approved by the COUNTY, and with no time extensions. Material determined to be unsuitable shall be rejected at the COUNTY'S discretion. In the event unsuitable material is detected as part of these procedures, the CONTRACTOR shall immediately stop providing such material and shall be responsible for immediately removing the unsuitable material prior to any further construction. Burial of material that does not conform to these specifications on the beach is prohibited.

14 Oil and Hazardous Materials Spills and Containment

All hazardous material spills, including hydraulic fluid spills, shall be reported to the COUNTY immediately. All hazardous material spills shall be cleaned up immediately and in accordance with all applicable laws and regulations.

15 Integrated Weighing System

Method for measurement of excavated and/or loaded materials must be approved in advance by the COUNTY. If the CONTRACTOR opts to use heavy equipment, including but not limited to front-end loaders, excavators, or off-road end dumps, with an integrated weighing system, the system shall be capable of printing weight slips and maintaining a daily cumulative total. The CONTRACTOR shall provide documentation demonstrating that the integrated weighing system has been calibrated within 48 hours of commencing work and shall zero the weighing system at the beginning of each work day. Payment shall be based on the cumulative weight as documented by the integrated weighing system.

16 Weight to Volume Conversion

The weight to volume conversion for measurement and payment shall be 1.28 tons = 1 cubic yard for well drained sand with a moisture content of less than ten percent (10%).

17 Letter of Understanding

The CONTRACTOR shall confirm that they have read, understand, and will abide by all terms and conditions of the Contract documents and all of the permits, easements, and any applicable ordinances, statutes, laws, rules, regulations, and standards, which may affect the successful completion of the project 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.

Within ten (10) calendar days after the issuance of a Work Order and prior to the start of work, the CONTRACTOR shall submit a Letter of Understanding to the COUNTY.

18 Permits, Licenses, Certifications, Approvals, and Easements

Copies of permits obtained for the work will be provided by the COUNTY. The CONTRACTOR shall comply with all requirements of the permits, easements, drawings, and conditions of the Contract Documents. The CONTRACTOR shall post copies of all permits conspicuously on the job site. 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 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. 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 and Pollution Prevention Plan.

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 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.

Any licenses that are required to be obtained by the CONTRACTOR, including, but not limited to occupational licenses, shall be secured and paid for by the CONTRACTOR. Any other licenses or approvals required for the execution of this work shall be secured and paid for by the CONTRACTOR.

19 Environmental Monitoring and Protection Plan

The CONTRACTOR shall be responsible for environmental protection and avoid environmental damage and pollution resulting from all operations under this contract. The costs of environmental protection shall be included in the line items for the respective work. Environmental protection and monitoring shall include, but not be limited to, the following:

- a. 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.
- b. 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. The CONTRACTOR shall provide the required environmental protection and comply with the applicable permits, laws, and regulations. The CONTRACTOR shall provide written assurance that immediate corrective action will be taken to correct the pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the Environmental Monitoring and Protection Plan.
- c. Personnel: A statement identifying person(s) who will be responsible for implementation of the Environmental Monitoring and Protection Plan. The CONTRACTOR personnel responsible shall report directly to the CONTRACTOR's authorized representative.
- d. Statement acknowledging that the CONTRACTOR is responsible for environmental protection, including all of the CONTRACTOR's personnel and Subcontractors.

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

- a. 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, and 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.
- b. 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.
- c. 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.

Within ten (10) calendar days after the issuance of a Work Order and prior to the start of work, the CONTRACTOR shall prepare an Environmental Monitoring and Protection Plan for the Work Order addressing the minimization and/or prevention measures for all operations associated with the project. The Plan will be discussed at the Pre-Construction Conference 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 authorized representative shall be responsible for the implementation of the Plan and shall attend the Pre-Construction Conference(s). 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. Approval of the plan by the COUNTY shall not constitute verification/endorsement of the plan and shall not alleviate the CONTRACTOR of any of its responsibilities.

20 Quality Assurance Plan

The CONTRACTOR shall be solely responsible for quality assurance (QA) of all work conducted by the CONTRACTOR or their Subcontractors in association with an issued Work Order. The CONTRACTOR shall provide the COUNTY access to all quality control (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.

Quality assurance (QA) shall include, but not be limited to, the following:

- a. 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. The QA Officer shall be responsible for compliance with all requirements of this contract including permit conditions, easements, statutes, laws, and applicable regulations.
- b. 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.
- c. Quality Control (QC) Methods shall include those requirements specified for monitoring and environmental protection, equipment calibrations, verification of the vertical and horizontal positions of barges, tugs, excavators, and other equipment, turbidity monitoring, processed material testing and any other methods the CONTRACTOR proposes 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).
- d. Daily QC Reporting Requirements shall be specified in the QA Plan. The CONTRACTOR is required to prepare and submit to the COUNTY a CONTRACTOR's Daily Report (Attachment A) and, if turbidity control and monitoring is performed, a Turbidity Monitoring Report (Attachment B). The Daily Reports shall include all work activity, weather and sea conditions, personnel, materials list, truck tickets, 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 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 demobilization and site restoration. Payment applications shall not be accepted as complete unless all required Daily Reports for the invoice period have been submitted to the County.

- e. QA Inspections: All compliance inspections conducted by the CONTRACTOR or the COUNTY shall be individually recorded on the CONTRACTOR's Daily 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.
- f. 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.

Within ten (10) calendar days after the issuance of a Work Order and prior to the start of work, the CONTRACTOR shall submit to the COUNTY a QA Plan for the Notice to Proceed addressing all operations associated with the contract. Approval of the plan by the COUNTY shall not constitute verification/endorsement of the plan and shall not alleviate the CONTRACTOR of any of its responsibilities. The CONTRACTOR shall revise the QA Plan at the discretion of the COUNTY. Daily throughout construction, the CONTRACTOR shall submit Daily Reports by noon the following day.

B BASE BID ITEMS

1 Supply Sand (Primary and Alternate Source) (Bid Item 1 and Alternate Bid Item 1A)

Under Bid Item 1 and Alternate Bid Item 1A, the CONTRACTOR shall provide sand from a COUNTY-approved sand mine, meeting the following technical specifications. The COUNTY shall have sole discretion in determining which sand source, primary or alternate, will be used for each Work Order. The COUNTY may choose either sand source based on such factors as distance from the work area, total Work Order cost, or mine production capacity. The CONTRACTOR shall not change sand sources without prior written authorization from the COUNTY. Transport of sand is addressed under Bid Items 2 and 3. Sand analysis will follow the latest revision of the applicable standards referenced in Table 3 of the Technical Specifications.

1.1 All sand meeting the technical standards for this Contract shall:

- a. be obtained from a source more than 800 feet landward of the Coastal Construction Control Line;
- b. be similar in color to the native beach material. [The predominant moist Munsell soil color in Palm Beach County for moist (5% - 10%) native beach material is 10YR 7/2 (light gray). Acceptable moist Munsell soil colors for sand are 10YR 8/1 (white) to 10YR 7/3 (very pale brown), excluding moist Munsell Color Values with a chroma greater than 3; 2.5Y 8/1 (white) to 2.5Y 8/3 (pale yellow); or 5Y 8/1(white), or 5Y 8/2 (pale yellow).];
- c. be free of construction debris, metal, vegetation, rocks, clay, toxic material or other foreign matter;
- d. have a mean grain size between 0.30 mm and 0.70 mm;
- e. have a sorting coefficient/standard deviation no greater than 0.9 ϕ ;
- f. contain less than 1% organic material;
- g. be free of coarse gravel (19-76 mm) and cobbles (greater than 76 mm);
- h. be well-drained and free of excess water and have a moisture content no greater than ten percent (10%);
- i. contain less than 45% carbonate by weight;
- j. not result in cementation of the beach; and
- k. have a particle size distribution ranging predominantly between 0.062 mm (4.0 ϕ) and 4.76 mm (-2.25 ϕ) and shall not contain greater than 1% by weight silt, clay, or colloids passing the #200 sieve (3.75 ϕ); nor shall it contain greater than 0.6% by weight, silt, clay, or colloids passing the #230 sieve (4.0 ϕ) as determined by wet sieve analysis; nor shall it contain greater than 5% by weight fine gravel retained on the #4 sieve (-2.25 ϕ).

1.2 Quality Assurance Protocols:

- a. Each day of loading operations, the CONTRACTOR shall provide results of once daily geotechnical analysis of composite core samples taken from the stockpile at the source. Each composite shall consist of five samples taken around the stockpile using a tube 6 feet in length and 1.5 inches in diameter. The five samples shall be combined and quartered (see Table 3). Testing of the quartered composite shall include a sieve analysis at half phi intervals using the #4 sieve through the #230 sieve, including the #200 sieve. Results shall be presented in grain size distribution curve and tabular format and include mean grain size, sorting, color, and % fines. Results shall be certified by a Florida licensed professional engineer or by a Florida licensed professional geologist.

- b. Each day of loading operations, the CONTRACTOR shall measure the moisture content of the stockpile at the source to verify compliance with Section B1.1.h. Moisture content may be measured by using either a ProCheck Hand Held Reader with ECH20 Soil Moisture Sensor 10HS by Decagon Devices or a HydroSense Soil Water Measurement System from Campbell Scientific, or equal approved by the COUNTY. All moisture measurements and results shall be recorded in electronic logs and provided to the COUNTY.
- c. The COUNTY may collect random samples of delivered sand to visually evaluate for compliance with Section B1.1. Each sample shall be archived with the date, time, load number of the sample, and Work Order project name. A record of these sand evaluations will be provided by the COUNTY upon request. If determined necessary by the COUNTY, additional Certified Sand Quality Testing shall be conducted for grain size, % fines, % organics, moisture content, and color for any load sample that does not pass the visual evaluation. All costs associated with additional Certified Sand Quality Testing shall be the sole responsibility of the CONTRACTOR. Geotechnical analysis results shall be provided to the COUNTY within two (2) days as specified in Section B8 of these Technical Specifications.

1.3 Measurement & Payment of Sand Fill Quantities:

- a. For supply of purchased sand, the CONTRACTOR shall weigh each truck before initial load once each day to serve as the empty tare weight for that truck on that day only. After each loading, trucks shall be weighed full to calculate the net weight of each load.
- b. The scales used for weighing the trucks shall be certified by the Florida Department of Agriculture or Florida Department of Transportation. The CONTRACTOR shall provide a computer-generated scale ticket for each truckload recording the net weight of material in the truck, date and time of loading, load number, and Work Order project name; these tickets shall document the delivered fill quantity under Bid Item 1.

During construction, by 10:00 a.m. each day, the CONTRACTOR shall provide to the COUNTY duplicate scale tickets of all truckloads delivered during the previous day and a daily log of the previous day including (1) a summary table of all truckloads of sand delivered to the site during the previous day, including the net weight and the location of delivery for each truckload, and (2) the total tonnage of sand delivered during the previous day. With the CONTRACTOR'S requests for payment under Bid Item 1, the CONTRACTOR shall provide the COUNTY with electronic logs of all weight tickets from the mine, geotechnical analyses, and moisture content measurements for the invoice period.

2 Transport & Delivery of Material (Bid Items 2, 3)

Under Bid Items 2 and 3, the CONTRACTOR shall provide labor and equipment necessary to load, transport, and deliver material from the loading site (either CONTRACTOR'S primary sand source, CONTRACTOR's alternate sand source, or COUNTY'S sand source, per the Work Order) to the delivery site designated by the COUNTY. The CONTRACTOR'S primary and alternate sand sources are the original mine sources submitted with the CONTRACTOR'S bid. The COUNTY'S sand source may be a COUNTY-controlled site with suitable material or a mine source under contract with the COUNTY (COUNTY-supplied sand). Loading and delivery sites shall be determined in the Work Order.

No overflow or spillage of material shall be permitted during transport to the delivery site. All trucks shall be covered in order to prevent spillage. If the CONTRACTOR fails to prevent spillage during

transport, the CONTRACTOR shall suspend transport operations and promptly repair equipment or change operations to prevent spillage prior to resumption of transport operations.

To minimize the risk of spillage or leakage, all loads picked up at the assigned location must be transported immediately and delivered directly to the offloading site. The CONTRACTOR shall ensure that any material attributable to his hauling operation and accidentally deposited on haul routes is promptly removed. Under no circumstances shall a driver take any load to any other location for delivery.

One-way hauling distances will be determined by the COUNTY per Work Order using standard computer-based mapping services (e.g., Google Maps) and utilizing approved trucking routes. Alternative routes to enhance efficiency suggested by the CONTRACTOR may be considered by the COUNTY. The COUNTY'S final approval of truck routes will include consideration of local municipalities' requirements and of maintaining a designated transportation route or alternate route within the intended one-way hauling distance category and its unit price. Payment for Bid Item 2 shall represent the cost for loading trucks and transport of the initial ton-mile. Payment for Bid Item 3 shall represent the cost of transport for each additional ton-mile. Additional ton-miles are measured by multiplying the fill quantity (tons) by the distance (miles) starting one mile from the sand source loading site and continuing to the project staging location. The cost of return travel shall be included in the CONTRACTOR'S one-way transport and delivery unit costs.

3 Beach Place & Grade (Bid Items 4, 5, 6, 7, 8, 9)

Under Bid Items 4 through 9, the CONTRACTOR shall mobilize and demobilize the equipment necessary to convey and/or place and grade material for dune and beach restoration. Payment for Bid Items 4 through 9 shall be based on material conveyed and/or placed and graded in accordance with the contract documents and based on the placement location correlated to the truck weight ticket produced for Bid Item 1 and/or Alternate Bid Item 1A (Supply Sand). Costs associated with use of an enclosed electric conveyor system are represented in Bid Items 4 and 5, and all other unspecified costs associated with placement and grading of material shall be considered incidental to and included in the cost of Bid Items 6 through 9.

Bid Item 4 includes mobilization, demobilization, and use of an initial 300 feet of enclosed electric conveyor system equipped with an unloader/hopper to transport the sand from the unloading location at the access site to the designated deposit location. Each additional 100 feet of conveyor required to reach the designated deposit location shall be billed under Bid Item 5. The conveyor system should be run by a generator that can be strategically placed to minimize the noise to adjacent residences. The conveyor system shall be capable of moving no less than 3,200 tons (2,500 cubic yards) of sand per 10 hour workday and shall include an unloader/hopper to minimize impacts to the associated property.

Under Bid Items 6 through 9, the CONTRACTOR shall transport material from the construction access(es) to the fill area designated by the Work Order. Bid Items 6 through 9 are divided into 1,000 ft increments to reflect the expense associated with longer distances. The CONTRACTOR shall place and grade material to meet the lines and grades shown on the drawings associated with the Work Order. The CONTRACTOR shall place material only within the limits shown on the drawings.

4 Site Preparation and Restoration (Bid Items 10, 11, 12)

Bid Items 10 through 12 reflect the activities necessary to prepare the work area for construction and restore the work area upon completion of the dune and beach. Under Bid Item 10, the CONTRACTOR shall provide the equipment, materials, and labor necessary to prepare and restore each construction access/staging area and staging area to pre-construction condition or better. Payment for Bid Item 10 shall be a lump sum for each approved construction access per Work Order.

The CONTRACTOR shall restore to previous condition all site and landscape features damaged or destroyed during construction operations as designated in the Work Order. This work shall be accomplished at the CONTRACTOR'S expense and shall be included in Bid Item 10. All material brought to the site for the stabilization of any access area shall be removed from the site by the CONTRACTOR unless otherwise approved by the COUNTY. Before the project is considered complete, any topography disturbed as a result of construction shall be restored to pre-construction elevations.

Under Bid Item 11, the CONTRACTOR shall supply, deliver, and install any sod necessary to restore the work area to pre-construction condition. Payment for Bid Item 11 shall be per square yard. Under Bid Item 12, the CONTRACTOR shall repair or replace irrigation components necessary to restore the work area to pre-construction condition with payment per linear foot of pipe. The irrigation systems typically consist of one (1) inch diameter PVC or smaller with standard sprinkler heads and may also include a valve box(es); however, this varies by work area. The pipe may be accessible with equipment or by hand depending on the work area.

5 Scarp and Compaction Management (Bid Items 13, 14)

Under Bid Items 13 and 14, the CONTRACTOR shall mobilize and demobilize equipment necessary to knock down any vertical beach escarpments (scarps) and till sections of the beach as designated by the COUNTY. Access to the site shall be designated by the COUNTY. Payment for Bid Item 13 shall be per linear foot of beach scarp graded to a minimum 3:1 slope. Payment for Bid Item 14 shall be per square yard of surface area tilled. To effectively decrease the compaction, the rake shall consist of a minimum of 3 tines which shall penetrate 36 inches below the surface of the sand. Each pass of the tilling equipment shall be overlapped to allow more thorough and even tilling.

6 Debris Removal (Bid Item 15)

Under Bid Item 15, the CONTRACTOR shall remove and dispose of any debris as instructed by the COUNTY. It is the responsibility of the CONTRACTOR to provide any necessary equipment, containers, and/or trucks to remove the debris from the site and dispose of the material at an appropriate offsite location approved by the COUNTY. Burial of debris is prohibited unless otherwise approved by the COUNTY. Payment for this item shall be per ton of debris removed based on a method of measurement pre-approved by the COUNTY.

7 Maintenance of Vehicular and Pedestrian Traffic (Bid Item 16)

Under Bid Item 16, the CONTRACTOR shall provide and maintain all signage, barricades, equipment, and labor necessary to ensure public safety throughout the work area. The CONTRACTOR shall submit a Maintenance of Vehicular and Pedestrian Traffic Plan for COUNTY approval prior to the pre-construction meeting. All work to be done shall conform to all Municipal,

County, State, and Federal laws and regulations and as stated in the Florida Department of Transportation Roadway and Traffic Design Standards, latest revision, in Index Nos. 600 through 660 inclusive.

The CONTRACTOR shall conduct the Work with minimum disturbance of normal pedestrian and vehicular traffic and is responsible for providing suitable means of access to all public and private properties during all stages of the construction. When operating heavy equipment on the beach in proximity to the public, the CONTRACTOR may need to provide additional personnel and equipment at the CONTRACTOR's expense to redirect beachgoers, escort heavy equipment, and ensure safe separation between beachgoers and construction activities. Payment for this line item shall be a lump sum per Work Order.

8 Certified Sand Quality Testing (Bid Item 17)

Under Bid Item 17, the CONTRACTOR shall provide all labor, equipment, and materials necessary to ensure that the sand delivered to the associated project site is in accordance with the technical standards outlined in Section B1. The CONTRACTOR shall collect samples of delivered sand to assess grain size distribution, % fines, % organics, moisture content, and color in accordance with the contract documents, permit requirements, or at the request of the COUNTY. Each sample shall be archived with the date, time, load number of the sample, and beach placement location, and the information shall be noted on the CONTRACTOR'S Daily Report. A geotechnical report of the results shall be submitted to the COUNTY within two days and shall be incorporated into the CONTRACTOR'S Daily Report. The CONTRACTOR shall immediately notify the COUNTY of any sampling event that fails to comply with the technical standards outlined in Section B1.

All sampling, testing, and reporting shall be conducted using established industry standards (as in Table 3) and shall be certified by a professional engineer or professional geologist registered in the State of Florida. The COUNTY reserves the option to accompany the CONTRACTOR during any or all sand quality sampling and testing activities. The frequency of sampling events shall be as specified in Section B1, unless otherwise modified by the COUNTY on the approved Work Order. Additional Certified Sand Quality Testing or re-testing as a result of any sampling event in which the sample fails to comply with the technical standards as outlined in Section B1 shall be the responsibility of the CONTRACTOR and shall be performed at no additional cost to the COUNTY.

Payment for Bid Item 17 shall be per day of loading operations. The number of sampling days will be determined by dividing work order quantities by the respective minimum daily production rates for Bid Items 4 through 9 and 18 through 20 and then summed. If the CONTRACTOR's daily production rates are less or there are project delays for any reason, the number of sampling events may not be adjusted and any additional costs may be the CONTRACTOR's expense.

9 Excavation to Grade and Load for On-Site Transport (Bid Item 18)

Under Bid Item 18, the CONTRACTOR shall provide all equipment, materials, and labor necessary to excavate and load material into trucks and establish a final grade to the excavation area designated by the COUNTY. The CONTRACTOR shall excavate and load material at a daily rate of no less than 3,200 tons (2,500 cubic yards) per 10 hour day of work. Beach quality sand and spoil material shall be separated as instructed by the COUNTY and transported or stockpiled at on-site locations designated by the COUNTY. Payment for this item shall be per cubic yard

measured from an in-bank calculation based on the pre- and post-construction surveys or by other mutually agreeable method of measurement for that Work Order.

10 Load for Off-Site Transport (Bid Item 19)

Under Bid Item 19, the CONTRACTOR shall mobilize, demobilize, and operate equipment capable of loading material into trucks for off-site transport. The CONTRACTOR shall load material at a daily rate of no less than 3,200 tons (2,500 cubic yards) per 10 hour day of work. The equipment provided by the CONTRACTOR shall be sufficient to keep pace with the arrival of trucks and to avoid stockpiling or double handling of material. Payment for this item shall be per cubic yard based on a mutually agreeable method of measurement for that Work Order.

11 Material Grading (Bid Item 20)

Under Bid Item 20, the CONTRACTOR shall mobilize, demobilize, and operate equipment as necessary to grade on-site material not otherwise provided under Bid Items 6 through 9, as designated by the COUNTY. The CONTRACTOR shall grade material at a daily rate of no less than 3,200 tons (2,500 cubic yards) per 10 hour day of work. Payment for this item shall be per cubic yard based on an in-bank calculation of the volume of material graded as determined by the pre- and post-construction surveys or by other mutually agreeable method of measurement for that Work Order.

12 Turbidity Control and Monitoring (Bid Item 21)

Under Bid Item 21, the CONTRACTOR shall furnish all labor, materials, and equipment required to address turbidity control and monitoring. Payment for Bid Item 21 shall be per day of turbidity monitoring. The number of monitoring days will be determined by dividing work order quantities by the respective minimum daily production rates for Bid Items 4 through 9 and 18 through 20 and then summed. If the CONTRACTOR's daily production rates are less or there are project delays for any reason, the number of monitoring days may not be adjusted and any additional costs may be the CONTRACTOR's expense.

12.1 Turbidity Control and Monitoring Plan

The Turbidity Control and Monitoring Plan shall be submitted by the CONTRACTOR and approved by the COUNTY prior to approval of a Work Order and shall describe all proposed project-specific turbidity containment and control methods and all monitoring activities and locations required by the Contract and any and all associated permit conditions, statutes, regulations, and licenses.

12.2 Turbidity Control

The CONTRACTOR shall provide adequate turbidity containment and control to prevent any turbidity violations from occurring due to construction activities at the project construction sites and during all other project operations. The CONTRACTOR shall monitor turbidity during the placement of fill material and, as otherwise necessary, to comply with permits, statutes, regulations, and licenses.

12.3 Monitoring Requirements

Sampling shall be conducted in accordance with the approved Turbidity Control and Monitoring Plan or in associated permits. Samples obtained for turbidity analysis shall be analyzed within 30 minutes of collection. The water sample collection method used shall prevent contamination of the sample with water from any other depth. Turbidity shall be

measured in Nephelometric Turbidity Units (NTU) using a standard nephelometer. Monitoring shall occur every four (4) hours during turbidity generating activities and at the locations described in the permits and approved by the COUNTY. The COUNTY has the option to accompany the CONTRACTOR during any or all turbidity sampling activities.

12.4 Turbidity Testing and Reporting

The CONTRACTOR shall provide the COUNTY with certification within the last twelve (12) months attesting to the accuracy of his testing equipment and procedures. The CONTRACTOR shall also provide the COUNTY with a duplicate of the standard used to calibrate his testing instrument and a complete set of operating instructions for the turbidity testing equipment. The CONTRACTOR and the COUNTY shall use this standard throughout the project to maintain the calibration of the equipment. Whenever there is doubt as to the adequacy of the testing or validity of the results, the COUNTY may direct that additional tests be performed at no additional cost to the COUNTY.

- a) Report Contents: The monitoring data shall be recorded on the summary form in Attachment B. In the event that any turbidity measurement(s) exceeds permit defined limits, reports shall include a narrative describing how the turbidity level(s) were brought into compliance. All data shall be forwarded (preferably electronically) with the CONTRACTOR'S Daily Report (Attachment A) to the COUNTY within 24 hours after collection or when requested by the COUNTY. Reports shall be provided in a common format such as Excel spreadsheet (.xls, .xlsx) files, Word (.doc, .docx) files, or Adobe Acrobat (.pdf) files to the COUNTY project manager identified in the Work Order.
- b) Non-compliance and Notification: If turbidity measurement exceeds permitted levels, the CONTRACTOR shall notify the COUNTY project manager immediately or on the morning of the following work day if the non-compliance occurs after normal work hours. In addition, all activities resulting in turbidity shall cease immediately, and all measures to reduce turbidity shall be taken. Operation shall not resume until corrective measures have been taken and turbidity has returned to acceptable levels as determined by proper testing described in these Technical Specifications and the Work Order permit(s). The CONTRACTOR shall be liable for any non-compliance with the conditions of the permits and terms of this Contract attributable to its personnel and/or Subcontractors.

13 Haul Road Construction and Removal (Bid Items 22, 23)

Under Bid Item 22, the CONTRACTOR shall provide the equipment and materials approved by the COUNTY necessary to build a minimum 20 ft. wide temporary road capable of supporting the weight of multiple loaded trucks at the designated access and staging areas. The CONTRACTOR shall build and maintain this road throughout the project by grading or with additional base material. Under Bid Item 23, the CONTRACTOR shall provide the equipment necessary to remove the haul road. It is the responsibility of the CONTRACTOR to provide any necessary containers and/or trucks to remove the base material from the site and dispose of the material at an appropriate offsite location approved by the COUNTY. Burial of base material is prohibited unless otherwise approved by the COUNTY. Payment for these items shall be per linear foot of road built and removed.

14 Temporary Road Mat System (Bid Item 24)

Under Bid Item 24, the CONTRACTOR shall mobilize, utilize, and demobilize high strength, fully recyclable, interlocking poly or plastic mats for heavy equipment access in the staging areas and construction access(es) as necessary over adverse ground surfaces. The system shall be capable of supporting multiple loaded trucks and any other heavy equipment mobilized and traversing the area requiring the mats for that Work Order. Minimum dimensions of each mat shall be four (4) feet by eight (8) feet, and each mat shall cover an area of thirty-two (32) square feet. Payment for this item shall be per ten (10) mats/week based on a mutually agreeable method of measurement for that Work Order. If the CONTRACTOR's daily production rates are less than required or there are project delays for any reason, the number of weeks may not be adjusted and any additional costs may be at the CONTRACTOR's expense.

15 Sand Screener (Bid Item 25)

Under Bid Item 25, the CONTRACTOR shall mobilize, operate, and demobilize a mobile track screening plant for the processing of sand, shell, gravel, topsoil, crushed stone, roots, and larger materials. The sand screener shall be a mobile track screening plant with a double deck screen and shall be capable of processing a minimum of 500 tons per hour of feed material to three-quarter inch ($\frac{3}{4}$ " diameter. Payment for this item shall be per ton based on a mutually agreeable method of measurement for that Work Order.

16 Supply and Install Silt Fence (Bid Item 26)

Under Bid Item 26, silt fence shall be installed in accordance with National Pollutant Discharge Elimination System (NPDES) and Florida Department of Environmental Protection (DEP) Coastal Construction Control Line (CCCL) permit requirements and as directed by the COUNTY. Payment for this item shall be per linear foot of silt fence installed.

17 Pre-/Post-Construction Survey Transects (Bid Item 27)

Under Bid Item 27, the CONTRACTOR shall obtain the services of a land surveying CONSULTANT registered in the State of Florida to perform pre- and post-construction surveys as designated by the COUNTY. The CONSULTANT shall conduct surveys in accordance with Florida Statutes and other applicable local, state, and federal standards. Elevations along each transect line shall be taken at twenty-five (25) foot intervals, at any elevation change greater than one foot, and/or at all grade breaks. The total number and location of transect lines shall be identified on the drawings associated with the Work Order. Typical transect lines shall be surveyed at approximately 1000 foot intervals perpendicular to the shoreline from the mean low water to approximately 25 feet landward of the top of the dune crest. The CONTRACTOR shall submit electronic files of the signed and sealed cross-section survey drawings in Adobe Acrobat (.pdf) and AutoCAD (.dwg) to the COUNTY. Payment for this line item shall be per transect. Pre-construction transects shall be paid separately from post-construction transects. Post-construction survey transects shall be performed to support progress payments for respective bid items to document that construction lines and grades have been achieved within substantially completed portions of the project. Surveys conducted under Bid Item 27 may be used by the CONTRACTOR in the course of layout and execution of the work, however any additional survey work required for that purpose shall be conducted at the CONTRACTOR's expense as described in Section A9.

C ALTERNATE BID ITEMS

1 Supply Sand (Alternate Source) (Alternate Bid Item 1A)

Under Alternate Bid Item 1A, the CONTRACTOR shall provide sand from a COUNTY-approved sand mine designated as “alternate source” on the bid schedule. All other conditions included in or related to Bid Item 1 shall also apply to Alternate Bid Item 1A.

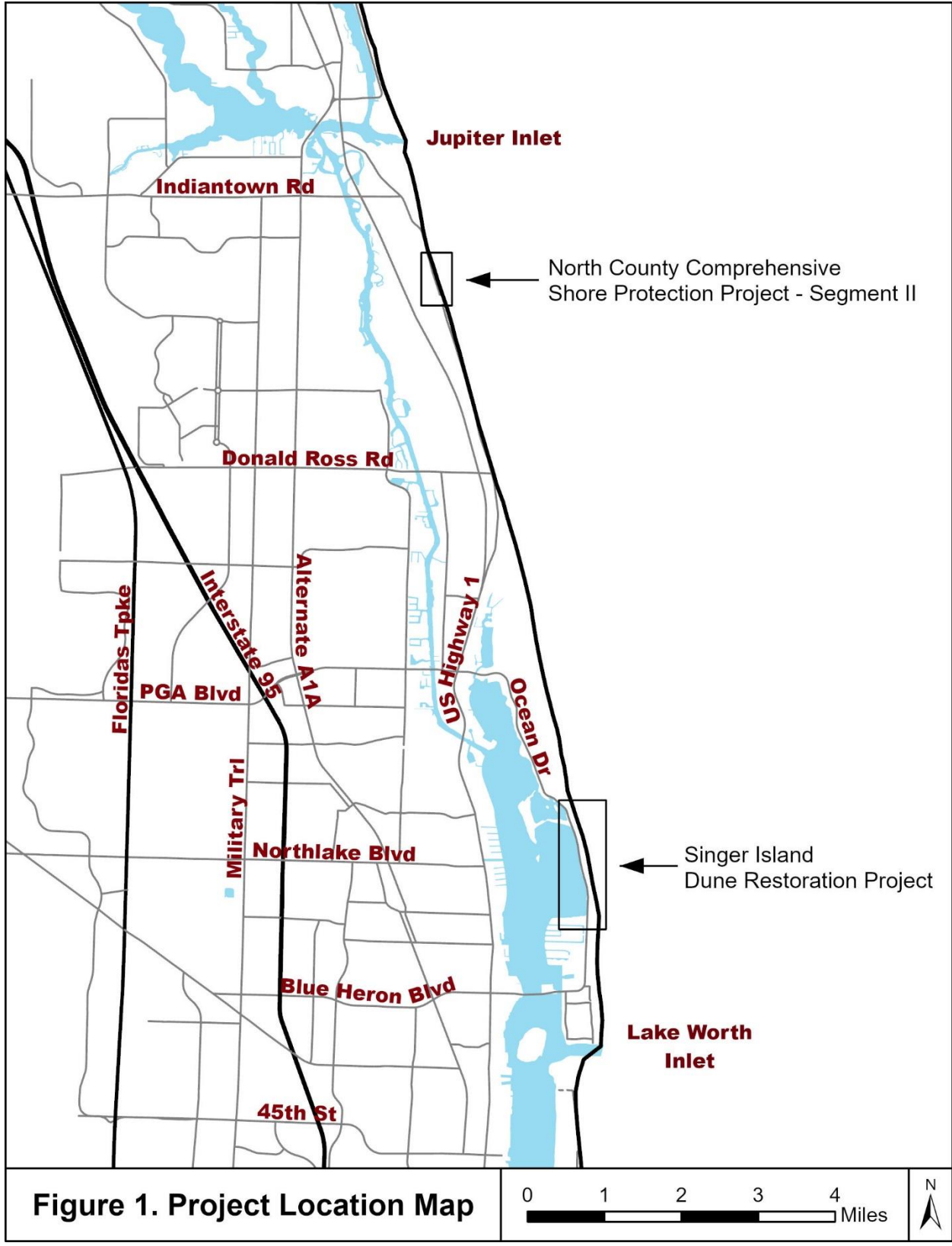


Figure 1. Project Location Map







TABLE 1 SCHEDULE OF ESTIMATED QUANTITIES									
Palm Beach County Dune and Beach Restoration Annual Contract Project No. 2024ERM01									
BASE BID ITEMS	UNIT	Year 1			Year 2		Year 3		TOTAL QTY
		NCCSPP Segment II Dune	Various Dune Projects	Singer Island Dune	Various Dune Projects	Various Dune Projects			
1 SUPPLY SAND (PRIMARY SOURCE)	TON	38,400	80,000	52,000	80,000	80,000	80,000	330,400	
2 TRANSPORT AND DELIVERY OF MATERIAL (FIRST TON-MILE) ¹	TON-MILE	38,400	84,000	52,000	84,000	84,000	84,000	342,400	
3 TRANSPORT AND DELIVERY OF MATERIAL (ADDITIONAL TON-MILE) ²	TON-MILE	ADDITIONAL TON-MILES WILL VARY DEPENDING ON LOCATION OF SAND SOURCE AND WORK ORDER.							
4 CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)	TON	-	13,000	-	13,000	-	13,000	39,000	
5 ADDITIONAL 100' OF CONVEYOR	TON	-	13,000	-	13,000	-	13,000	39,000	
6 BEACH PLACE AND GRADE (<1000' FROM ACCESS)	TON	32,000	46,000	32,800	46,000	46,000	46,000	202,800	
7 BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)	TON	6,400	22,000	10,000	22,000	22,000	22,000	82,400	
8 BEACH PLACE AND GRADE (2000'-3000' FROM ACCESS)	TON	-	15,000	8,200	15,000	15,000	15,000	53,200	
9 BEACH PLACE AND GRADE (>3000' FROM ACCESS)	TON	-	1,000	1,000	1,000	1,000	1,000	4,000	
10 SITE PREPARATION & RESTORATION	CONSTRUCTION ACCESS	1	3	3	3	3	3	13	
11 SUPPLY, DELIVERY, AND INSTALLATION OF SOD	SY	-	750	1,600	750	750	750	3,850	
12 REPAIR/REPLACE IRRIGATION	LF	-	50	100	50	50	50	250	
13 SCARP MANAGEMENT	LF	2,000	3,000	2,000	3,000	3,000	3,000	13,000	
14 COMPACTION MANAGEMENT	SY	-	1,700	-	1,700	1,700	1,700	5,100	
15 DEBRIS REMOVAL	TON	20	7	20	7	7	7	61	
16 MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC	WORK ORDER	1	1	1	1	1	1	5	
17 CERTIFIED SAND QUALITY TESTING	SAMPLING EVENT	30	4	40	4	4	4	82	
18 EXCAVATION TO GRADE AND LOAD FOR ONSITE TRANSPORT	CY (IN-BANK)	-	3,125	-	3,125	-	3,125	9,375	
19 LOAD FOR OFFSITE TRANSPORT	CY (IN-BANK)	-	3,125	-	3,125	-	3,125	9,375	
20 MATERIAL GRADING	CY (IN-BANK)	-	1,000	-	1,000	-	1,000	3,000	
21 TURBIDITY CONTROL AND MONITORING	DAY	-	15	-	15	-	15	45	
22 HAUL ROAD CONSTRUCTION	LF	-	170	150	170	170	170	660	
23 HAUL ROAD REMOVAL	LF	-	170	150	170	170	170	660	
24 TEMPORARY ROAD MAT SYSTEM	10 MATS/WEEK	3	3	4	3	3	3	16	
25 SAND SCREENER	TON	-	4,000	-	4,000	-	4,000	12,000	
26 SUPPLY/INSTALL SILT FENCE	LF	-	70	-	70	-	70	210	
27 PRE-/POST-CONSTRUCTION SURVEY	TRANSECT	12	10	12	10	10	10	54	
Each Base Bid Item shall include mobilization/demobilization in its unit price.									
¹ It is expected that COUNTY-supplied sand shall be used to augment the sand quantity for various projects at the COUNTY's discretion. For bidding purposes, the COUNTY has included an additional 4,000 tons of COUNTY-supplied sand in Line Item 2 for Various Dune Projects in each year.									
² For Work Order, additional ton-miles are calculated by multiplying the Work Order sand quantity (tons) by the hauling distance less 1 mile. Line Items 2 and 3 do not include return mileage.									
ALTERNATE BID ITEMS									
1A SAND SUPPLY (ALTERNATE SOURCE)	TON	-	25,000	-	25,000	-	25,000	-	50,000
Each Alternate Bid Item shall include mobilization/demobilization in its unit price.									
TOTAL QTY									

Table 2 Engineer's Cost Estimate

	BASE BID ITEMS	UNIT	QUANTITY (2 YEARS)	UNIT COST	TOTAL COST
1	SUPPLY SAND (PRIMARY SOURCE)	TON	250,400	\$ 18.50	4,632,400.00
2	TRANSPORT AND DELIVERY OF MATERIAL (FIRST TON-MILE) ²	TON-MILE	258,400	\$ 2.00	516,800.00
3	TRANSPORT AND DELIVERY OF MATERIAL (ADDITIONAL TON-MILE) ³	TON-MILE	21,705,600	\$ 0.25	5,426,400.00
4	CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)	TON	26,000	\$ 4.00	104,000.00
5	ADDITIONAL 100' OF CONVEYOR	TON	26,000	\$ 5.25	136,500.00
6	BEACH PLACE AND GRADE (<1000' FROM ACCESS)	TON	156,800	\$ 4.00	627,200.00
7	BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)	TON	60,400	\$ 5.25	317,100.00
8	BEACH PLACE AND GRADE (2000'-3000' FROM ACCESS)	TON	38,200	\$ 5.75	219,650.00
9	BEACH PLACE AND GRADE (>3000' FROM ACCESS)	TON	3,000	\$ 10.00	30,000.00
10	SITE PREPARATION & RESTORATION	CONSTRUCTION ACCESS	10	\$ 5,500.00	55,000.00
11	SUPPLY, DELIVERY, AND INSTALLATION OF SOD	SY	3,100	\$ 8.00	24,800.00
12	REPAIR/REPLACE IRRIGATION	LF	200	\$ 7.00	1,400.00
13	SCARP MANAGEMENT	LF	10,000	\$ 1.25	12,500.00
14	COMPACTION MANAGEMENT	SY	3,400	\$ 1.00	3,400.00
15	DEBRIS REMOVAL	TON	54	\$ 125.00	6,750.00
16	MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC	WORK ORDER	4	\$ 5,000.00	20,000.00
17	CERTIFIED SAND QUALITY TESTING	SAMPLING EVENT	78	\$ 425.00	33,150.00
18	EXCAVATION TO GRADE AND LOAD FOR ONSITE TRANSPORT	CY (IN-BANK)	6,250	\$ 4.00	25,000.00
19	LOAD FOR OFFSITE TRANSPORT	CY (IN-BANK)	6,250	\$ 3.60	22,500.00
20	MATERIAL GRADING	CY (IN-BANK)	2,000	\$ 3.00	6,000.00
21	TURBIDITY CONTROL AND MONITORING	DAY	30	\$ 750.00	22,500.00
22	HAUL ROAD CONSTRUCTION	LF	490	\$ 20.00	9,800.00
23	HAUL ROAD REMOVAL	LF	490	\$ 10.00	4,900.00
24	TEMPORARY ROAD MAT SYSTEM	10 MATS/WEEK	13	\$ 1,000.00	13,000.00
25	SAND SCREENER	TON	8,000	\$ 7.50	60,000.00
26	SUPPLY/INSTALL SILT FENCE	LF	140	\$ 5.00	700.00
27	PRE-/POST-CONSTRUCTION SURVEY	TRANSECT	44	\$ 1,200.00	52,800.00
BASE BID SUBTOTAL					\$ 12,384,250.00
<p>Each Base Bid Item shall include mobilization/demobilization in its unit price.</p> <p>¹The PBC Vista Center is located at 2300 North Jog Rd., West Palm Beach, FL 33411.</p> <p>²It is expected that COUNTY-supplied sand shall be used to augment the sand quantity for various projects at the COUNTY's discretion. For bidding purposes, the COUNTY has included an additional 4,000 tons of COUNTY-supplied sand, within 1 mile of the project, in Line Item 2 for Various Dune Projects in each year.</p> <p>³For bidding purposes, additional ton-miles are calculated by multiplying the miles in Line A less 1 mile by the quantity in Line Item 2. Line Items 2 and 3 do not include return mileage.</p>					
	ALTERNATE BID ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST
1A	SUPPLY SAND (ALTERNATE SOURCE)	TON	50,000	\$ 18.50	925,000.00
ALTERNATE BID SUBTOTAL					\$ 925,000.00
BASE BID + ALTERNATE BID TOTAL					\$ 13,309,250.00
<p>Each Alternate Bid Item shall include mobilization/demobilization in its unit price.</p>					

Table 3 Sand Sampling and Analysis Parameters

Parameter	Acceptable Range / Limits	Method	Applicable Standard	
			ASTM ¹	AASHTO ²
Stockpile sampling			D75	T2
Munsell color	10YR 8/1, 10YR8/2, 10YR8/3, 10YR 7/1, 10YR 7/2, 10YR 7/3, 2.5Y 8/1, 2.5Y 8/2, 2.5Y 8/3, 5Y 8/1, or 5Y 8/2	Munsell Soil Color Chart	D1535	
Debris, rock, clay, foreign matter	0%	Visual	NA	NA
Mean grain size	0.30 - 0.70 mm	Graphic mean	NA	NA
Sorting/Standard deviation	≤ 0.90φ	Inclusive graphic standard deviation	NA	NA
%Organics	≤ 1% by weight	Loss on ignition ³ or D2974		
%Moisture	≤ 10%	Moisture meter or D2216		
%Carbonate	<45% by weight	Loss on ignition ³ or D4373		
%Fines passing #200 sieve (<0.074 mm)	≤ 1% by weight	Wet sieve	D1140 or C117	
%Fines passing #230 sieve (<0.062 mm)	≤ 0.60% by weight	Wet sieve	D1140 or C117	
%Fine gravel (4.76-19.0 mm)	≤ 5% by weight	Dry sieve	D422 or C136	T27
%Coarse gravel (19.0-76.0 mm)	0%	Dry sieve	D422 or C136	T27
%Cobble (> 76 mm)	0%	Dry sieve	D422 or C136	T27

¹American Society for Testing and Materials

²American Association of State Highway and Transportation Officials

³Dean, W. E. (1974). Determination of Carbonate and Organic Matter in Calcareous Sedimentary Rocks By Loss On Ignition: Comparison With Other Methods

ATTACHMENTS

**ATTACHMENT A
CONTRACTOR'S DAILY REPORT**

WORK ORDER NUMBER: _____ **WORK ORDER NAME:** _____

1) DATE: _____

2) WORK SUMMARY

Work Performed (Location, weather/sea conditions, work done, personnel, materials list, truck tickets, etc.):

Surveys/Turbidity Monitoring (Type, location, time):

Planning (Upcoming operations):

Results of QA/QC Inspections (Include work deficiencies with action to be taken):

Work Modifications (List any instructions given by the COUNTY on construction deficiencies, re-testing required, etc., and any action to be taken):

Safety Inspection (Report violations noted; corrective instructions given; traffic or public control issues and corrective actions taken):

**ATTACHMENT A (CONTINUED)
CONTRACTOR'S DAILY REPORT**

DATE: _____

Equipment Inspection

Equipment on Site (make, year, and model)	Times of Operation	Hours Idle/Down

Sand Samples Collected for Analysis

Sample Number	Time	Load Number	Beach Placement Location

Remarks (Cover delays and any conflicts in plans, specifications, or instruction):

WEATHER DOWN TIME REQUESTED? _____ YES _____ NO

3) CONTRACTOR'S VERIFICATION:

The above report is complete and correct, and equipment used and work performed during this reporting period are in compliance with the Contract plans and specifications unless otherwise noted above.

Signature of Contractor-Approved and County-Authorized Representative

4) THE FOLLOWING ARE ATTACHED:

- Sand Testing Geotechnical Report(s)
- Turbidity monitoring report(s)
- Official weather report (as necessary for claimed weather delays)
- Progress survey(s)
- Photo(s)

**ATTACHMENT B
TURBIDITY MONITORING REPORT**

Work Order No.: _____ Work Order Name: _____

NOTE: See Permit for Turbidity Controls and Monitoring Specific Conditions.

Sampling Event: _____

LOCATION INFORMATION:

Active Placement Location: Longitude: _____ Latitude: _____

WEATHER AND WATER OBSERVATIONS:

Weather Conditions: _____

Wind Velocity: _____ Wind Direction: _____

Ocean Current Direction: _____ Tidal Stage: (incoming, outgoing, slack) _____

Predicted Tidal Stage (EST) High: _____ Low: _____ High: _____ Low: _____

TURBIDITY SAMPLING

Field Parameter	Compliance Station		Background Station	
	Surface	Mid-Depth	Surface	Mid-Depth
GPS Coordinates				
Collection Depth				
Depth of Water Body				
Collection Time				
Analysis Time				
Analysis Date				
Turbidity (NTU)				

Net Turbidity for Sampling Event 1 of 1 (NTUs): Surface: _____ Mid-Depth: _____

TURBIDITY REVIEW

Compliance - Background (NTU) = _____

Compliance NTU did _____ or _____ did not exceed Background NTU by more than 29 NTU.

Comments on Sampling Event:

STATION LOCATIONS AND PLUME CONFIGURATION, IF A PLUME IS PRESENT, ARE SHOWN ON THE ATTACHED MAP.

I certify that these data are authentic; that the analytical instrumentation has been calibrated with appropriate standards; and that the methods of sample collection, handling, storage and analysis have been as specified Quality Assurance Plan for this project and are in compliance with all required permits.

Signature: _____ Date: _____

ATTACHMENT C
LIST OF SUBMITTALS FOR TECHNICAL COMPLIANCE

Section	Description	Due	Date Received	Date Approved	Comments/Notes
A.4	Pre-construction Documentation of Construction Accesses and Staging Areas	Prior to commencement of construction			
A.8	Operations Plan	Prior to pre-construction meeting			
A.9	Grade Stake Log	Prior to final completion certification			
A.17	Letter of Understanding	Within 10 days after issuance of work order and prior to the start of work			
A.18	Permits, Licenses, Certifications, Approvals, and Easements	Prior to the start of work			
A.19	Environmental Monitoring and Protection Plan	Within 10 days after issuance of work order and prior to the start of work			
A.20	Quality Assurance Plan	Within 10 days after issuance of work order and prior to the start of work			
A.20	Contractor Daily Reports	Daily throughout construction			
B.1	Truck Scale (weight) Tickets	Daily when transporting sand from mines			
B.1	Geotechnical Analysis and Moisture Content Measurements	With Pay Applications			
B.12	Turbidity Monitoring Reports	Daily throughout construction			
C.5	Pre-construction Surveys	Prior to construction			
C.6	Post-construction Surveys	Prior to substantial completion			