



R2021 0511
APR 28 2021

**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**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

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

**Palm Beach County
Dune and Beach Restoration Annual Contract
(Federalized)
Project No.: 2021ERM01**

**RIO-BAK CORPORATION
(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"*

Official Electronic Letterhead



R2021 0511

APR 20 2021

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

**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**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

**Palm Beach County
Dune and Beach Restoration Annual Contract
(Federalized)
Project No.: 2021ERM01**

**RIO-BAK CORPORATION
(Contractor A)**

County Administrator

Verdenia C. Baker

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

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

**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.**

**PROJECT NAME: Palm Beach County Dune and Beach Restoration Annual
Contract (Federalized)
PROJECT NO.: 2021ERM01
TABLE OF CONTENTS**

TABLE OF CONTENTS - 1

Statement of Unresolved Claims	A-16
Certificate of Substantial Completion	A-17 - A-18
Contractor's Certification of Final Completion	A-19
Statement and Documentation Regarding Subcontractor Releases	A-20
Consent of Surety for Final Payment	A-21
Final Warranty of Title and Release	A-22 - A-23
Guarantee	A-24
Appendix B	
Post Bid Information	B-1 – B-5
Technical Specifications	TS-1 - TS-14
Figures	TS-17 - TS-20
Tables	TS-21 - TS-22
Attachments	TS-23 - TS-27

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, **Wednesday, February 10, 2021** (“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. 2021ERM01

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 an initial two (2) year period, with an optional one (1) year extension.

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 **Monday, January 11, 2021**. 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 **Monday, January 25, 2021 at 10:00 AM** at PBC, Vista Center, 2300 N. Jog Road, 4th Floor, Room 1E-60, West Palm Beach, Florida 33411-2743. A Webex link to attend the meeting virtually can be requested via ERM-Bidding@pbcgov.org. A Non-Mandatory site visit to 3 project sites is available following the Pre-Bid Meeting, commencing at 1:00 PM at Coral Cove Park, 1600 S. Beach Rd., Tequesta (meet in parking area immediately East of park entrance). Pre-register for site visit at the Pre-Bid Meeting. If no bidders pre-register, the site visit will be cancelled.

Due to emergency orders and social distancing requirements, we ask all prospective bidders to please notify ERM of their intent to attend the Pre-Bid Conference no later than the close of business two days prior to the Pre-Bid Conference. Please email ERM-Bidding@pbcgov.org or call (561) 233-2400 to notify of your intent to attend the Pre-Bid Conference.

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

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

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

X FEMA Public Assistance

X FDEP Beach Management Funding Assistance Program

The applicable federal contract clauses, representations and certifications (collectively, Federal 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 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. A performance bond and payment bond, each in an amount equal to 100% of the first Work Order, will be required of the successful bidder within fourteen (14) days of the "Notification from Owner". 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. The County intends to make an award to two (2) contractors.

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: DAVE KERNER, MAYOR

PUBLISH: The Palm Beach Post
Sunday: January 17, 2021
Sunday: January 24, 2021

**PROJECT NAME: Palm Beach County Dune and Beach Restoration Annual
Contract (Federalized)
PROJECT NO.: 2021ERM01**

INSTRUCTIONS FOR PRE-BID SITE VISITS

Meeting Points for Non-Mandatory Pre-Bid Site Visits on January 25, 2021

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

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

1. Coral Cove Dune Restoration Project

Coral Cove Park

1600 S Beach Rd, Tequesta

Meet in parking area immediately east of park entrance. *Parking is free.*



2. 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.



3. 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.: 2021ERM01**

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 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 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:

- Bidding Documents - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments, including Bid Bond
- Contract Forms - Guarantee, Insurance certificates, Public Construction Bond Forms
- Contract Conditions - General Conditions and Supplemental Conditions, if included
- Appendices
- 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 Work Order Supplements when approved.

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 Glades Local Preference (Not Applicable)

1.33 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.

1.34 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.

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

1.36 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.

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

1.38 Local Preference (Not Applicable)

1.39 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.

1.40 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.

1.41 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.

1.42 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.

1.43 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.

1.44 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.

1.45 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.

1.46 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.

1.47 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.

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

1.49 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.

1.50 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.

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

1.52 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.

1.53 SBE/EBO (Not Applicable)

1.54 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.

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

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

1.68 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.

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.

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. The County reserves the right after award to increase or decrease the quantity of any unit price item by any amount, without a change in the unit price, and reserves the right to delete any Bid item, in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed fifteen percent (15%) of the Contract Price.

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

4.1.2 Bidders shall use complete sets of Contract Documents in preparing Bids; the County assumes no responsibility for errors or misinterpretations of Contract Documents,

including, but not limited to, errors or misinterpretations arising from using incomplete or illegible sets of Contract Documents.

4.1.3 The County, by making 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 in the Technical Specifications 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, then County shall resolve the conflict in any manner which is acceptable to County and which comports with the overall intent of the Contract.

4.2.5 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 (3-lb sealed/contained bag) with certified geotechnical analysis**, 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: LIVING WAGE CERTIFICATION
- ATTACHMENT 5: LIST OF RELATED WORK EXPERIENCE
- ATTACHMENT 6: CERTIFICATION REGARDING ARTICLES, MATERIALS, AND SUPPLIES PRODUCED IN UNITED STATES AS REQUIRED BY 41 USC§ 10A (Buy American Act)
- ATTACHMENT 7: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
- ATTACHMENT 8: CERTIFICATION REGARDING LOBBYING
- ATTACHMENT 9: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER PARTICIPANT
- ATTACHMENT 10: CONTRACTOR DISCLOSURE
- ATTACHMENT 11: CERTIFICATE (CORPORATION, LLC)

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 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 may be secured through the Bidder's usual sources provided the Surety is authorized to do business in the State of Florida.

5.2.4.2 Prior to execution of a Work Order, and no later than fourteen (14) calendar days after Notification from Owner, the successful Bidder 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.
- b. Public Construction Bond (Performance) in the minimum amount of 100% of the first Work Order price.
- 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.

5.2.5 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 - Living Wage Certification

Attachment No. 5 - List of Related Work Experience: **A 3-lb SAND SAMPLE (sealed/contained bag) with certified geotechnical analysis is also required.**

Attachment No. 6 - Certification Regarding Articles, Materials, and Supplies Produced in the United States as required by USC§ 10A (Buy American Act)

Attachment No. 7 - Non-Collusion Affidavit of Prime Bidder

Attachment No. 8 - Certification Regarding Lobbying

Attachment No. 9 - Certificate of Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participant

Attachment No. 10 - Contractor Disclosure

Attachment No. 11 - Certificate (Corporation, LLC)

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.: 2021ERM01

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 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 two (2) lowest, responsive, responsible Bidders. 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, 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 total of the Base Bid plus the Alternate Bid, the selection to be determined by the County in its sole discretion. The County reserves the option to award, reject or re-bid Alternate Bid Item(s) in any sequence or at any time deemed to be in the best interest of the County, and, with no recourse to the Contractor.

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

6.3.5 Bids which are determined by the County to be Unbalanced Bids or which contain unbalanced line item pricing when compared to competitor's Bids for the same item and standard industry prices, and which significantly deviate from the County's determination of acceptable line item pricing, may be rejected by the County in accordance with established County procedures.

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. Any cause listed under Section 2-56 of the Palm Beach County Code as amended.
9. History of unsuccessful claims asserted by Bidder against public Owners in the State of Florida, such as to establish a trend of improperly asserted claims.
10. Disqualification pursuant to any federal, state, or local law or ordinance.
11. Failure to comply with the instructions of the Invitation to Bid, failing to use the Bid forms required, submitting an incomplete bid form, or incomplete or

- unacceptable bid bond, bid bond surety affidavit and power of attorney.
12. 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

14.1 The Contractor shall comply with the provisions of Chapter 2, Article IV, Division 3 of the Palm Beach County Code (“County Living Wage Ordinance” section). Pursuant to this section of the Palm Beach County Code, construction contractors and subcontractors are required to pay each employee a living wage hourly rate (a) of at least \$12.83 per hour effective October 1, 2020 through September 30, 2021, and (b) is adjusted annually for inflation effective each October 1st thereafter per Section 2-149(b)(2) of the Palm Beach County Code.

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

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

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

14.5 Notice Requirements - The Contractor shall post a copy of the following Notice to Employees at the work site in a prominent place where it can easily be seen by the employees:



PALM BEACH COUNTY LIVING WAGE

October 1, 2020 through September 30, 2021

This notice is provided in accordance with the Palm Beach County Living Wage Ordinance and reflects the adjusted living wage effective October 1, 2020 through September 30, 2021.

NOTICE TO EMPLOYEES (ENGLISH):

If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least **\$12.83** per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

NOTIFICACIÓN A PATRONES (ESPAÑOL):

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos **\$12.83** por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

AVI POU ENPLWAYE-YO (CREOLE):

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen **\$12.83** pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

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

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

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

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

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 REQUIREMENTS

17.1 Federal Terms and Conditions Apply. This Contract will be funded or reimbursed in whole or in part with federal funds. The detailed federal representations and certifications and Contract clauses are attached to these Instructions to Bidders as **Attachment 1** ("Federal Requirements"). Firms submitting Bids must be familiar with the detailed Federal Requirements applicable to this Contract and must comply with the terms of the federal 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 Requirements in effect at the time the Work is performed and must include the applicable Federal Requirements in all subcontracts for the Project. **In the event of a conflict between the Federal Requirements and other provisions of the Contract, the Federal Requirements will govern and prevail.**

17.2 Federal 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 A Work Order will be funded, in whole or in part, by the Federal Emergency Management Agency (FEMA), a Federal agency, through the State of Florida Division of Emergency Management (FDEM) to the County.

17.4 The Contractor shall comply with Federal/State requirements outlined in Attachment 1 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 There will be no Early Completion Incentive for this Contract.

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

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

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

18.8 Quantities and Ordering of Work

18.8.1 The quantities of Work or material stated in unit price items of the Bid Schedule are supplied only to give an indication of the general scope of the Work over a two (2) year period; the County does not expressly or by implication agree that the actual quantity of Work to be performed by the Contractor or during the Contract Term will correspond therewith, and County reserves the right after award to increase or decrease the quantity of any unit item of the Work, without a change in the unit price.

18.8.2 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 an amount up to and including twenty-five percent (25%) of the Work Order quantity for that item, without a change in the unit price, and reserves the right to delete any unit price item, in its entirety, or to add additional items up to and including an aggregate total amount not to exceed fifteen percent (15%) of the Work Order Price.

18.8.3 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.

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

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

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

18.9 Contract Term and Work Time

18.9.1 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.

18.9.2 The extension option(s) shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations, except as provided in section 18.10.

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

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

18.10 Contract Price

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

18.10.2 At the beginning of the 2nd year and, if extended, the 3rd year of the Contract Term, the County shall consider a single annual price adjustment to the unit price(s) in the Bid Schedule based on the U.S. Department of Labor, Bureau of Labor Statistics U.S. City Average Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted (NSA), 1982-84 base) if requested in writing by the Contractor. The website is <http://www.bls.gov/cpi/>. At the County's sole discretion, this annual adjustment shall not exceed three percent (3%) and shall be calculated by using the appropriate annual percentage as provided by the Bureau of Labor Statistics not more than ninety (90) calendar days nor less than thirty (30) calendar days prior to the first day of the 2nd year and, if extended, the 3rd year of the Contract Term.

18.11 Payment Procedure

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

18.12 Protests

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

END OF SECTION

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

FEDERAL REQUIREMENTS

FEDERAL/STATE REQUIREMENTS

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

FEMA PUBLIC ASSISTANCE CONSTRUCTION CONTRACT CLAUSES

A Work Order will be funded, in whole or in part, by the Federal Emergency Management Agency (FEMA), a Federal agency, through the State of Florida Division of Emergency Management (FDEM) to the County. 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.

1. Conflict of Interest / Gift Policy.

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics, Sections 2-441 through 2-448 of the Palm Beach County Code. All Contractors shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Contractor firm or any of its branches. The County's Code of Ethics, which applies to all County officials and employees, shall serve as the County's conflict of interest policy for federal awards.

Additionally, 2 CFR 200.318(c)(1) requires disclosure of a potential conflict of interest and standards of conduct for "organizational conflicts of interest", which may apply to non-profit sub-recipients of federal funds; and, gift requirements that are different from those included in the County's Code of Ethics. As such, the following provisions shall govern in those instances where federal funds are utilized for purchasing goods or services:

- a. Conflict of Interest: Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the County may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a Contractor considered for a County contract.

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the Contractor.

- b. Organizational Conflict of Interest: The Contractor shall not have activities or relationships (a) causing the Contractor to be unable, or potentially unable, to render impartial assistance or advice to the County; (b) impairing the Contractor's objectivity in performing the Contract work; or (c) resulting in an unfair competitive advantage.

- c. Gift Policy: Notwithstanding any provision of the Ethics Code, no contractor or subcontractor who submits a bid response, is a party to, or receives a benefit from, this solicitation or the resulting Contract shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the County. Further, no officer, employee, or agent of the County shall solicit or accept, a gratuity, favor, or anything of monetary value from a contractor or subcontractor who submits a bid response, is a party to, or receives a benefit from, this solicitation or the resulting Contract.

2. Records Requirements.

- a. Records Retention. Contractor's records retention time requirement is to maintain all books, records, accounts and reports required under this Contract for a period of not less than five (5) years after the date of FEMA's account closeout of the last Project under this Contract, except that in the event of litigation or settlement of claims arising from the performance of this Contract, Contractor agrees to maintain same until the FDEM, County, FEMA, DHS, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.
- b. Access to Records. The following access to records requirements apply to this Contract:
 - i. The Contractor agrees to provide County, FDEM, the FEMA Administrator, DHS, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other Work sites pertaining to the Work being completed under the Contract.
 - iv. In compliance with the Disaster Recovery 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.

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

- a. General. The FDEM and County is using Public Assistance grant funding awarded by FEMA to the State/FDEM and/or Palm Beach County to pay, in whole or in part, for the costs incurred under this Contract. As a condition of Public Assistance, funding under (major disaster or emergency) declaration FEMA requires County and the FDEM/State of Florida to provide various financial and performance reporting.
 - i. It is important that the Contractor is aware of these reporting requirements, as the FDEM and County may require the Contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to FDEM, DHS and other entities.
 - ii. Contractor shall comply with all such reporting requirements as necessary to satisfy and comply with FDEM and FEMA award requirements. Failure to do so is a material breach of this Contract.

- iii. Failure of FDEM and County to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this Contract.
- b. Financial Reporting. The FDEM is required to submit to the following financial reports to FEMA:
 - i. Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance Project.
 - ii. Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
 - iii. Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.
- c. Performance Reporting. The FDEM and/or County is required to submit the following financial reports to FEMA:
 - i. Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance Project for the applicable disaster declaration.
 - ii. Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
 - iii. Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.
- d. Applicable Reporting Regulations and Policy. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, State and local statutes, regulations, requirements, policies, and other sources setting forth various reporting requirements, including County policies and procedures, and FEMA program policies including, but not limited to, Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the Project, the status of the funds, comparison of accomplishments to milestone objectives, and the reasons for delay or failed milestones.

4. Clean Air Act, Clean Water Act.

- a. Clean Air Act
 - i. The Contractor agrees to comply with all applicable standards, orders or regulations or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., Section 112 and 306 of the Clean Air Act.
 - ii. The Contractor agrees to report each violation to County and the FDEM and understands and agrees that the County and FDEM will, in turn, report each violation as required to assure notification to the County, FDEM, FEMA, and the appropriate Environmental Protection Agency Regional Office.

- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

- i. The Contractor agrees to comply with all applicable standards, orders or regulations or requirements issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., Section 508 of the Clean Water Act, Executive Order 11738 and the U.S. Environmental Protection Agency regulations and shall require all subcontractors to comply.
- ii. The Contractor agrees to report each violation to the County and FDEM and understands and agrees that the County and FDEM will, in turn, report each violation as required to assure notification to the County, FDEM, FEMA, and the appropriate Environmental Protection Agency Regional Office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

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

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

6. Suspension and Debarment (Certification required).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM serving as grantee and County as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participant form (attached hereto and titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Participant) is required in Contractor's Sealed Bid. Successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants as part of Final Payment documentation.

7. Environmental and Historic Preservation Protections.

Federal laws, regulations, and executive orders and the terms and conditions of a specific FEMA award may require the County and its Contractors to comply with applicable environmental and historic preservation requirements, which will, in turn, necessitate that Contractors also implement these requirements as necessary, including in all subcontracts or third party contracts. Such environmental and historic preservation protections include, but are not limited to:

- a. Environmental and Historic Preservation Compliance. FEMA will identify various environmental and historic preservation mitigation measures applicable to the scope of Work. Therefore, to the extent applicable, all Contractors will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- b. Contractor is required to comply with all applicable standards, orders, or requirements issued under the Environmental Protection Agency regulations (40 CFR part 15). (Applicable to contracts, sub-contracts, and subgrants of amounts in excess of \$100,000).
- c. The Contractor will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- c. The Contractor will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

8. Recovered Materials.

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

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - ii. Meeting Contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at this website.

9. Energy Efficiency.

Contractor is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871) (42 U.S.C. 6201).

10. Federal Criminal Law.

False Statements Act. The False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733. For example, a false claim could include false billing documentation submitted by the County from a contractor of any tier under a FEMA award. In the event of reasonable evidence that Contractor has violated the False Statements Act, or otherwise committed fraud or knowingly submitted false claims to the County, then County shall have the right to terminate the Contract for cause as a substantial breach of the provisions of the Contract pursuant to the General Conditions of this Contract.

Program Fraud and False or Fraudulent or Related Acts (31 U.S.C. Chapter 38). The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

11. FEMA Financial Assistance.

This is an acknowledgement that FEMA Financial Assistance will be used to fund the Contract only. Contractor agrees to comply with any and all applicable laws, rules and regulations of DHS, FEMA, County and the State, and/or the Federal government and in particular, such laws, rules, regulations and Executive Orders applicable to the receipt of Federal funding, which includes 2 CFR 200 ("Supercircular"), the DHS Standard Terms and Conditions for grants <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions#>, and SF 424B and D which contain references to many cross-cutting Federal laws and regulations that may apply to a FEMA award. FEMA's grant award to County or FDEM, as may be applicable, for this disaster Project, will contain all relevant federal laws, rules and regulations and is hereby incorporated herein by reference. Contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Contractor further agrees to ensure that, in the event Work is subcontracted, the subcontract will include the requirements of this paragraph in all subcontracts made to perform this Contract.

12. No Obligation by Federal Government.

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

13. Use of DHS seal or logo prohibited.

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

14. Nondiscrimination.

- a. Contractor must not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
- b. Contractor carrying a program or activity under a FEMA award must not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
- c. Contractor and all subcontractors shall comply with all non-discrimination requirements of the DHS Standard Terms and Conditions located at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>; Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination regulations; and Department of Justice regulations on disability discrimination. Contractors must adhere to any Federal implementing regulations and other requirements that DHS, FEMA, FDEM or the County have with respect to nondiscrimination.

15. Equal Opportunity.

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

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

- a. The Contractor agrees that it will incorporate or cause to be incorporated into any contract for construction Work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
 - (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor and all subcontractors of Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or vendor as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering

agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

he applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- c. Subcontracts. The Contractor and each nonexempt subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

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

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

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of Work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages

shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

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

Contractor shall comply with, and ensure all subcontractors comply with the requirements of 40 U.S.C. § 3704 and ensure that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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

17. Seismic Safety.

Contractor must use appropriate seismic design and construction standards and practices pursuant to the Earthquake Hazard Reduction Act of 1977, Pub. L. No. 95-124 (1977) (codified as amended at 42 U.S.C. §§ 7701-7709) and Executive Order 12699, *Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction* (1990).

18. American Standard Specifications for Making Buildings and Facilities Accessible.

All facilities will be designed to comply with the American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified.

19. Produced in the United States (Certification required).

All unmanufactured and manufactured articles, materials, and supplies acquired for public use under this Contract must be produced in the United States as required by 41 U.S.C §10a, unless it would not be in the public interest, or unreasonable in cost. A completed certificate is required in Contractor's sealed bid or proposal. Contractor shall require certification from all suppliers, subcontractors, materialmen or others providing articles, materials or supplies in this Project and shall supply copies of same to County.

20. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. (2 CFR Part 200.321)

In accordance with 2 CFR Part 200.321, the Bidder must take all necessary affirmative steps if subcontracting or making subawards for, or acquiring goods or services in the performance of this Contract, to assure that small and minority businesses, women's business enterprises and labor surplus area firms are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps **must include**:

- a. placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. assuring small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. **using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.**

The Bidder shall contact the following organizations/agencies, who have also agreed to send County Project announcements to their membership, for vendor lists:

- Florida State Minority Supplier Development Council
- U.S. Department of Commerce, Minority Business Development Agency
- U.S. Small Business Administration (SBA) South Florida District Office
- Women's Chamber of Commerce of Palm Beach County
- State of Florida My Market Place
- State of Florida Office of Supplier Diversity

Questions on this federal requirement should be directed to the County's Office of Equal Business Opportunity (OEBO) at 561-616-6840.

The Bidder should also place an advertisement(s) for subcontract opportunities under this Contract in at least one (1) regional or national trade or similar outreach organization publication/website with a regional or national distribution, for example http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm.

The Bidder shall document its affirmative steps and regional/national outreach compliance.

The County will use the following meaning of the terms when evaluating compliance with these requirements.

(1) Small Business. A business that is independently owned and operated, not dominant in the field of operation in which it is bidding on County contracts, and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

(2) Women's Business Enterprise. A business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

(3) Minority Business. A business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by

one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

(4) Labor Area Surplus Firm. A labor surplus area firm is one that, together with its first tier subcontractors, will perform substantially in labor surplus areas. The Department of Labor's Employment and Training Administration has defined labor surplus areas (LSA) as localities that have a "civilian average annual unemployment rate during the previous two calendar years of 20 percent or more above the average annual civil unemployment rate for all states" during that same period. 20 C.F.R. §§ 654.4-654.5. More information about LSAs is available at 20 C.F.R. pt. 654, subchapter A as well as on this website: <https://www.doleta.gov/programs/laborsurplus02.cfm>. The Department of Labor has also issued a list for FY 2016 of all the LSAs: <https://www.doleta.gov/programs/lsa.cfm>.

ADDITIONAL FEDERAL/STATE REQUIREMENTS (STATE PASS-THROUGH REQUIREMENTS)

21. Contractor Indemnification

- a. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the County, FDEM, the Federal Government and each of their officers, agents, contractors and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its agents, employees, partners, or subcontractors, and persons employed or utilized by the Contractor in the performance of the construction contract.
- b. To the extent any part or portion of this Contractor indemnification is found to be invalid, unenforceable, void or illegal, the remaining parts or portions of the Contractor indemnification, to the full extent such remaining parts or provisions are valid and enforceable, shall remain in full force and effect and be given full effect and only such invalid or void parts or portions shall be stricken and deemed unenforceable.
- c. In the event County, the Federal Government, or FDEM are made a party to any litigation by a third party commenced against the Contractor or by the Contractor against any third person, then Contractor shall protect and hold County, the Federal Government, and FDEM and each of their respective contractors, employees, agents, and officers, harmless for all claims arising out of this Contract, and pay all costs and attorneys fees incurred by County, Federal Government, and/or FDEM in connection with such litigation, whether at trial or appellate level or otherwise.
- d. Nothing in this Contract or in this Article shall be construed as a waiver of the sovereign immunity of the United States, the County or FDEM, or the statutory limits of liability as set forth in United States Code and/or Section 768.28, Florida Statutes.
- e. The indemnity provisions herein shall survive the termination or expiration of this Contract.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts

- a. Prohibition of Unauthorized Aliens - In accordance with Federal Executive Order 96-236, the employment of unauthorized aliens is a violation of Section 274A(a) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor or its subcontractors knowingly employs unauthorized aliens. The Contractor shall include this provision in all subcontracts issued as a result of this Contract.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a

contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Notification. The Contractor shall notify the County if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the convicted vendor list and posts the list on its website. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. No Third Party Beneficiary

This Contract does not and is not intended to confer any rights or remedies upon any person other than the parties. If the County consents to a subcontract, the Contractor will specifically disclose that no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the Federal Government, the State of Florida, County and/or Contractor, or any subcontractors or vendors. Further, no third parties shall rely upon any of the rights and obligations created under the County's grant agreement with FDEM.

24. Minority Vendor, Subcontracts

Successful bidder will provide a written statement to the County as to whether it and its subcontractors, suppliers and subconsultants are minority vendors as defined in §288.703, Florida Statutes. Prior to Commencement Date, Contractor will submit copies of executed subcontracts to County for upload into FloridaPA.org.

25. Minority Vendor, Subcontracts

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

END OF SECTION

ORIGINAL

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

**PROJECT NAME: Palm Beach County Dune and Beach Restoration
Annual Contract (Federalized)
PROJECT NO.: 2021ERM01**

BID FORM AND ATTACHMENTS

TABLE OF CONTENTS AND CHECKLIST

<u>SECTION DESCRIPTION</u>	<u>BID PACKAGE MUST INCLUDE:</u>	(√)
BID FORM (pages 1-8)	filled out, signed, notarized	☒
BID BOND - Attachment 1 (pages 9-10)	filled out, signed, sealed, with Power of Attorney attached	☒
LIST OF SUBCONTRACTORS AND SUBCONSULTANTS - Attachment 2 (page 11)	filled out	☒
TRENCH SAFETY AFFIDAVIT - Attachment 3 (page 12)	filled out, signed, notarized	☒
LIVING WAGE CERTIFICATION - Attachment 4 (page 13)	filled out, signed, sealed <u>with information requested</u>	☒
LIST OF RELATED WORK EXPERIENCE - Attachment 5 (pages 14-15)	filled out, <u>with information</u> including copies of licenses and certificates	☒
CERTIFICATION REGARDING ARTICLES, MATERIALS AND 13 SUPPLIES PRODUCED IN THE UNITED STATES AS REQUIRED BY USC§ 10A (Buy American Act) Attachment 6 (page 16)	filled out	☒
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER – Attachment 7 (page 17)	filled out, signed, notarized	☒
CERTIFICATION REGARDING LOBBYING Attachment 8 (page 18)	filled out, signed	☒
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER PARTICIPANT Attachment 9 (page 19)	filled out, signed	☒
CONTRACTOR DISCLOSURE Attachment 10 (page 20-22)	filled out, signed, notarized	☒
CERTIFICATE (CORPORATION or LLC) - Attachment 11 (pages 23-24)	ONLY ONE filled out, signed, sealed, notarized	☒

BID FORM

PROJECT NO.: 2021ERM01

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

DATE: 02/10/2021

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: Rio-Bak Corporation
Phone: 561-791-9721
Email: mark@rio-bak.com or tommy@rio-bak.com
Address: 12773 W. Forest Hill Blvd., Suite 210, Wellington, FL 33414

1.1 Having carefully examined the Bid Documents and Drawings entitled **Palm Beach County Dune and Beach Restoration Annual Contract (Federalized), Project No.: 2021ERM01** 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),

Thomas T. King, Jr. on 02/10/2021
(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: NINE MILLION NINE HUNDRED EIGHT SIX THOUSAND TWO HUNDRED TWENTY DOLLARS AND FORTY CENTS

(Written out)

(\$ 9,986,220.40)

(Written out)

(Numeric)

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

Alternate Bid Price: TWO HUNDRED SIXTY THREE THOUSAND EIGHT HUNDRED EIGHTY FOUR AND ZERO CENTS

(Written Out)

(\$ 263,884.00)

(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 total amount of its Base Bid.

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 in whole or in part with federal and state funds. This Project is being funded or reimbursed in whole or in part with the following federal and state grants:

☒ FEMA
☒ FDEP Beach Management Funding Assistance Program

The Bidder is familiar with and agrees to comply with the Federal 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 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: ONLY RFI DATED 2/5/21 NOT LISTED AS ADDENDUM

Addendum # _____ 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 Punch list. The undersigned agrees that, if awarded the Contract, it shall complete said separable portions of Work in accordance with such date(s). Substantial Completion is defined

in the General Conditions.

1.7.1 Should the Contractor (or in the event of a default, its Surety) fail to achieve 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 \$725.00 per calendar day per Work Order through the date of certification of Work Order Substantial Completion.

1.7.2 Should the Contractor (or in the event of a default, its Surety) fail to achieve Final Completion 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 \$725.00 per calendar day per Work Order through the date of certification of Work Order Final Completion, except as provided in Paragraph 1.7.1 above.

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

1.8 The Early Completion Incentive and the Construction Incentive Program provisions of the General Condition 77 **are not** in effect for this Contract.

1.9 The Costs Savings Incentive provisions of the Supplemental Conditions are in effect for this Contract.

1.10 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 Work Supplements. Retainage shall be included in the balance calculation.

1.11 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 (X) 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 (X) 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.

1.12 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 (X) 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.

1.13 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.

1.14 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.

1.15 ENCLOSURES:

BID FORM

ATTACHMENT NO. 1

BID BOND

ATTACHMENT NO. 2

LIST OF SUBCONTRACTORS AND SUBCONSULTANTS

ATTACHMENT NO. 3

TRENCH SAFETY AFFIDAVIT

ATTACHMENT NO. 4 LIVING WAGE CERTIFICATION
 ATTACHMENT NO. 5 LIST OF RELATED WORK EXPERIENCE
 ATTACHMENT NO. 6 CERTIFICATION REGARDING ARTICLES, MATERIALS,
 AND SUPPLIES PRODUCED IN THE UNITED STATES AS
 REQUIRED BY USC§ 10A (BUY AMERICAN ACT)
 ATTACHMENT NO. 7 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
 ATTACHMENT NO. 8 CERTIFICATION REGARDING LOBBYING
 ATTACHMENT NO. 9 CERTIFICATE OF DEBARMENT, SUSPENSION,
 INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER
 TIER PARTICIPANT
 ATTACHMENT NO. 10 CONTRACTOR DISCLOSURE
 ATTACHMENT NO. 11 CERTIFICATE (CORPORATION or LLC)

Respectfully Submitted,

By: [Signature]
 (Authorized Signature)

By: Thomas T. King, Jr.
 (Print Name)

Rio-Bak Corporation
 (Name of Bidding Firm)

Vice President
 (Title)

12773 W. Forest Hill Blvd.
Suite 210
Wellington, FL 33414

State of Florida
 County of Palm Beach
 Subscribed and Sworn to (or affirmed) before
 me by means of ☒ physical presence OR ☐ online
 notarization on 2/10/21
 (date) by Thomas T. King, Jr. (name).

(Address)

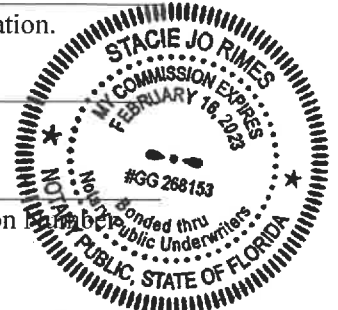
561-791-9721
 (Phone)

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

mark@rio-bak.com or tommy@rio-bak.com
 (E-Mail Address)

[Signature]
 Notary Public Signature and Seal

Print Notary Name and Commission



Above Bidder is:

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

Bidder's License or Certificate Number (as applicable): CGC 1520268

Contractor's Federal Tax No: 65-0330616

BID SCHEDULE

PROJECT NO.: 2021ERM01

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

CONTRACTOR NAME: Rio-Bak Corporation

DATE: 02/10/2021

MULTIPLIER					MILES
A DISTANCE FROM BIDDER'S SAND SOURCE TO PBC VISTA CENTER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FL 33411-2743					67
BASE BID ITEMS		UNIT	QUANTITY (2 YEARS)	UNIT COST	TOTAL COST
1	SUPPLY SAND	TON	262,500	\$15.00	\$3,937,500.00
2	TRANSPORT AND DELIVERY OF MATERIAL (FIRST TON-MILE) ¹	TON-MILE	270,500	\$1.33	\$359,765.00
3	TRANSPORT AND DELIVERY OF MATERIAL (ADDITIONAL TON-MILE) ²	TON-MILE	\$17,325,000.00	\$24	\$4,158,000.00
4	CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)	TON	26,000	\$4.21	\$109,460.00
5	ADDITIONAL 100' OF CONVEYOR	TON	26,000	\$4.99	\$129,740.00
6	BEACH PLACE AND GRADE (<1000' FROM ACCESS)	TON	149,200	\$3.60	\$537,120.00
7	BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)	TON	70,500	\$4.00	\$282,000.00
8	BEACH PLACE AND GRADE (2000'-3000' FROM ACCESS)	TON	47,800	\$4.50	\$167,300.00
9	BEACH PLACE AND GRADE (>3000' FROM ACCESS)	TON	3,000	\$11,000.00	\$33,000.00
10	SITE PREPARATION & RESTORATION	CONSTRUCTION ACCESS	11	\$4,500.00	\$49,500.00
11	SUPPLY, DELIVERY, AND INSTALLATION OF SOD	SY	3,250	\$5.54	\$18,005.00
12	REPAIR/REPLACE IRRIGATION	LF	200	\$4.50	\$900.00
13	SCARP MANAGEMENT	LF	9,000	\$1.25	\$11,250.00
14	COMPACTION MANAGEMENT	SY	3,400	\$1.85	\$6,290.00
15	DEBRIS REMOVAL	TON	69	\$90.00	\$6,210.00
16	MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC	WORK ORDER	5	\$6,000.00	\$30,000.00
17	CERTIFIED SAND QUALITY TESTING	SAMPLING EVENT	123	\$254.80	\$31,340.40
18	EXCAVATION TO GRADE AND LOAD FOR ONSITE TRANSPORT	CY (IN-BANK)	6,250	\$3.52	\$22,000.00
19	LOAD FOR OFFSITE TRANSPORT	TON	8,000	\$3.50	\$28,000.00
20	MATERIAL GRADING	CY (IN-BANK)	2,000	\$3.77	\$7540.00
21	TURBIDITY CONTROL AND MONITORING	DAY	30	\$450.00	\$13,500.000
BASE BID SUBTOTAL					\$9,986,220.40
Each Base Bid Item shall include mobilization/demobilization in its unit price. ¹It 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. ²For bidding purposes, additional ton-miles are calculated by multiplying the miles in Line A less 1 mile by the quantity in Line Item 1. Line Items 2 and 3 do not include return mileage.					
ALTERNATE BID ITEMS		UNIT	QUANTITY	UNIT COST	TOTAL COST
1A	HAUL ROAD CONSTRUCTION	LF	490	\$65.00	\$31,850.00
2A	HAUL ROAD REMOVAL	LF	490	\$25.00	\$12,250.00
3A	TEMPORARY ROAD MAT SYSTEM	10 MATS/WEEK	6	\$4,000.00	\$24,000.00
4A	SAND SCREENER	TON	8,000	\$4.99	\$39,920.00
5A	SUPPLY/INSTALL SILT FENCE	LF	140	\$5.50	\$770.00
6A	PRE-/POST-CONSTRUCTION SURVEY	TRANSECT	50	3,101.88	\$155,094.00
ALTERNATE BID SUBTOTAL					\$ 263,884.00
BASE BID + ALTERNATE BID TOTAL					\$ 10,250,104.40
Each Alternate Bid Item shall include mobilization/demobilization in its unit price.					

Legend

CY = Cubic Yard

LF = Linear Foot

SY = Square Yard

PROJECT NO. 2021ERM01

BID FORM - 7

LIST OF PROPOSED SUBSTITUTE EQUIPMENT AND MATERIALS

PROJECT NO.: 2021ERM01

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

CONTRACTOR NAME: Rio-Bak Corporation

DATE: 02/10/2021

The Bidder may provide in the spaces below, proposed alternate equipment or materials to be furnished that will result in a cost savings to the County. The associated total decrease in equipment or material price from the base bid price shall be indicated in the adjacent column. Proposed substitute materials/equipment and associated cost savings shall not be utilized by the Bidder in the preparation of their base bid.

The selection of substitute equipment or materials shall be at the sole discretion of the County. Adjustment of the Contract Price to include selected alternate equipment or materials shall only be accomplished by an executed Change Order to the Contract.

Equipment/Material Type	Substitute Manufacturer/ Model	Quantity	Total Deductive Amount for Substitute Equipment/Materials
NONE			

The Bidder shall not be eligible for the cost sharing provisions of Section 72 of the General Conditions for Substitute Equipment/Materials listed above.

ATTACHMENT 1 TO BID FORM
BID BOND

PROJECT NO.: 2021ERM01

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

DATE: February 10, 2021

KNOW ALL MEN BY THESE PRESENT: That we, RIO-BAK Corporation
(hereinafter called "Principal"), and North American Specialty
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 the Amount of the Bid
Dollars, (\$ 5% of the bid amount), (which represents at least 5% of the 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.:** 2021ERM01 in the County of Palm Beach,
State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check
cashier's check, money order or bid bond in the amount of five percent (5%) of the base bid be
submitted with said bid as a guarantee that the bidder would, if given a Notification from Owner,
enter into a written contract with the County, and furnish a public construction bond in an amount
equal to one hundred (100%) of the total Contract, within fourteen (14) consecutive calendar days
after the County issues the Notification from Owner.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the
bid of the "Principal" herein is accepted and said "Principal", within ten (10) consecutive calendar
days after written notice being given of such acceptance, (i) enter into a written contract with the
County and (ii) furnishes a public construction contract bond in the amount equal to one hundred
percent (100%) of the total contract amount and in a form satisfactory to the County, then this
obligation shall be void. If the Principal fails to complete (i) and (ii) above, the sum herein stated
shall be due and payable to the "County", and the "Surety" herein agrees to pay said sum immediately
upon demand of the "County", in good and lawful money of the United States of America, as
liquidated damages for failure of said "Principal".

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

ATTEST:

(SEAL)



Witness Signature

MARK SIRCHIO

Print Witness Name

RIO-BAK Corporation

Principal (Contractor Name)

By: 

Signature

Stacie Tokimies, Corp Sec.

Print Name & Title

ATTEST:

(SEAL)



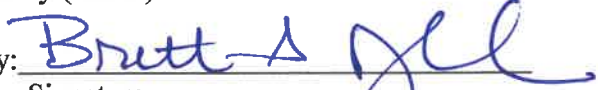
Witness Signature

Laura Krajczewski

Print Witness Name

North American Specialty Insurance Company

Surety (Name)

By: 

Signature

Brett A. Ragland, Attorney-In-Fact and Florida

Print Name & Title Licensed Resident Agent

1200 Main Street, Suite 800

Kansas City, MO 64105

Address

AGENT: Johnson & Company

801 N. Orange Avenue, Suite 510

Orlando, FL 32801 (407)843-1120

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON III, BRETT A. RAGLAND, FRANCIS T. O'REARDON, and TYLER RAGLAND

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 4TH day of DECEMBER, 20 20.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

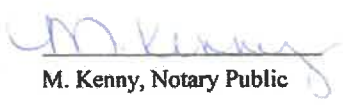
ss:

On this 4TH day of DECEMBER, 20 20, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of February, 20 21.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

ATTACHMENT 2 TO BID FORM
LIST OF SUBCONTRACTORS AND SUBCONSULTANTS

PROJECT NO.: 2021ERM01

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

CONTRACTOR NAME: Rio-Bak Corporation

DATE: 02/10/2021

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.

[illegible]

ATTACHMENT 3 TO BID FORM
TRENCH SAFETY AFFIDAVIT

PROJECT NO.: 2021ERM01

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

CONTRACTOR NAME: Rio-Bak Corporation

DATE: 02/10/2021

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

Rio-Bak Corporation (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)
6-9	SLOPE	.01
	Total	

(Signature) [Signature]

02/10/2021
(Date)

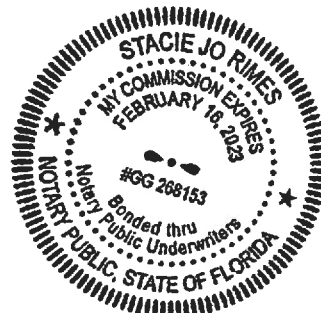
Vice President
(Title)

State of Florida
County of Palm Beach

Subscribed and Sworn to (or affirmed) before me by means of ☒ physical presence OR ☐ online notarization on this 10th day of February, 2021 by Thomas T. King, Jr. who is personally known to me or has presented _____ (type of identification) as identification.

[Signature]
Notary Public Signature and Seal

Print Notary Name and Commission Number



ATTACHMENT 4 TO BID FORM
LIVING WAGE CERTIFICATION

PROJECT NO.: 2021ERM01

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

CONTRACTOR NAME: Rio-Bak Corporation

CONTACT PERSON: Mark Sirchio

CONTRACTOR ADDRESS: 12773 W. Forest Hill Blvd., Suite 210
Wellington, FL 33414

CONTRACTOR PHONE: 561-791-9721

BID AMOUNT: BASE \$ 9,986,220.40 ACT \$ 263,884.00

1. Brief description of the service provided under the construction contract. BEACH AND DUNE RESTORATION
2. A statement of wage levels for prospective employees.
EACH EMPLOYEE WILL BE PAID
AT LEAST PBC LIVING WAGE OR
MORE
3. A commitment to pay each employee a living wage hourly rate (a) of at least \$12.83 per hour effective 10/1/2020 through 9/30/2021 and (b) is adjusted annually for inflation effective each October 1st thereafter per Section 2-149(b)(2) of the PBC Code (please indicate). YES, WE ARE COMMITTED
4. The Bidder/subcontractor(s) shall post a copy of the Notice to Employees (see Instructions to Bidders) at the work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter (please indicate).
YES, WILL BE POSTED

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

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this 10th day of February, 2021.

(Corporate Seal)

[Signature]
(Authorized Signature)

Thomas T. King, Jr., Vice President
(Print name and title)

ATTACHMENT 5 TO BID FORM
LIST OF RELATED WORK EXPERIENCE

PROJECT NO.: 2021ERM01

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

CONTRACTOR NAME: Rio-Bak Corporation

DATE: 02/10/2021

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

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

- I. One (1) representative composite core sample (3 lbs.) of the proposed sand within a sealed container or bag labeled with Bidder's name and "Bid Sample for Project No. 2021ERM01 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 #5 sieve to the #230 sieve and including the #4 sieve and the #200 sieve), percent silt/clay and percent organics as described by the following American Society of Testing Materials (ASTM) methods:

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

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

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

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

(ATTACH ADDITIONAL PAGES AS NECESSARY)

Name of Contract	Completed Project Date	Owner	Contact Person	Contact Information	Contact Information	Original Contract Amount	Final Contract Amount
Town of Hillsboro Beach Renourishment	March 2020	Town of Hillsboro Beach	Mac Serda Town Manager	Town of Hillsboro Beach 1210 Hillsboro Mile Hillsboro Beach, FL 33062	954-427-4011 mserda@townofhillsborobeach.com	\$3.6 MM	\$3.5 MM
Indian River Sector 5 Beach & Dune Restoration	March 2020	Indian River County	James Ennis, P.E. PNIP, Assistant Public Works Director	Indian River County 1800 27th Street Vero Beach, FL 32960	772-226-1221, jennis@ircgov.com	\$4.5 MM	\$5.9 MM
West Outfall Canal Improvements	August 2019	Sushine Water Control District	Cindy Cerbone District Manager	Sunshine Water Control District 6131 Lyons Rd Coconut Creek, FL 33073	561-346-5294 cerbonec@whhassociates.com	\$2.3 MM	\$3.0 MM
Saddle Trail Park (South) Neighborhood Improvement Project	November 2016	Village of Wellington	Patrick Barthelemy, P.E., Senior Engineer	Village of Wellington 12300 Forest Hill Blvd Wellington, FL 33414	561-753-2419 pbarthelemy@wellingtonfl.gov	\$3.6 MM	\$3.9 MM
Reach 7 & 8 Dune Restoration	May 2015	Town of Palm Beach	Paul Brazil, P.E., Director of Public Works	Town of Palm Beach 951 Okeechobee Rd., Suite A West Palm Beach, FL 33401	561-838-5440 pbrazil@townofpalmbeach.com	\$1.4 MM	\$1.3 MM
NC13-3 Wetland Wildlife Hazard Mitigation	August 2014	PBC Department of Airports	Cindy Portnoy, P.E., Project Manager	PBC Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406	561-471-7411 cportnoy@pbia.org	\$2.5 MM	\$2.7 MM

COMPLETED PROJECTS

<u>Project Name</u>	<u>Customer</u>	<u>Value</u>	<u>Completed</u>
Debris Removal Hurricane Andrew Homestead	USACE	1,043,737	Sep-92
Debris Removal Hurricane Andrew Homestead	USACE/ Gilbert Southern Corp.	2,353,629	Oct-92
Parking Lot P-16	FAU	462,480	Sep-93
Florida Atlantic Blvd. Extension	FAU	442,154	Jun-94
North General Aviation Airport	PBC	1,897,467	Nov-94
Sawgrass Turnpike Plaza	FDOT	224,193	Feb-95
R.O. Treatment Plant – Okeelanta Sugar	Florida Crystals Corporation	601,425	Mar-95
Summit Blvd.	PBC	1,248,155	Mar-95
US 1 & Copans Road	FDOT/ Community Asphalt	261,215	Apr-95
Glades High School Offsite Improvements	PBCSD	342,700	Apr-95
Delray Turnpike Plaza	FDOT	239,880	May-95
Sherbrooke Middle School	PBCSD	1,145,787	May-95
Utility System Phase 5	Town of Lantana	1,043,728	Jun-95

Parking Lot P-9C	FAU	202,400	Jun-95
Glades Central High School	PBCSD/ Morganti Florida	4,565,990	Jul-95
System 3 Wetland	PBC/ D.N. Higgins, Inc.	835,630	Jul-95
Airport Road	PBC	193,087	Aug-95
Okeeheelee Golf Course	PBC/ Eighteen Construction Co.	808,660	Sep-95
US 27 Widening	FDOT/ Ranger Construction	451,855	Oct-96
Pinehurst Middle School	PBCSD	2,067,848	Oct-96
South Bay Prison	Wackenhut Correction Corp./ A & S Steel Buildings	1,994,182	Feb-97
Palm Pointe @ Martin Downs	Regency Homes/ Belvedere Contracting	392,968	Feb-97
Pahokee Prison	Esmor Correctional Svcs./ A & S Steel Buildings	1,681,682	Feb-97
Glades Pioneer Park	PBC Capital Improvements	451,100	May-97
Turnpike Plazas (8) – Yeehaw Junction to Lake Worth Road	FDOT/ Archer Western Corp.	1,193,488	Jun-97
140 th Avenue & 60 th Street	Indian Trail Improvement District	447,412	Jun-97
Western Community Park	PBC/ O'Connor & Taylor, Inc.	1,072,056	Dec-97

Ibis Sand Hill Way Paving & Drainage	Northern PBC Improvement District	284,094	Dec-97
Ibis Sand Hill Way Water & Sewer	Ibis West Palm Partners	215,516	Dec-97
Toyota Dealership	Gardenette Royal Properties/ O'Connor & Taylor, Inc.	368,852	Dec-97
Golden Grove Elementary & Middle School	PBCSD/ G & S Contracting	2,185,494	Jan-98
Tropical Country Estates	PBC	730,783	Jan-98
Ibis Parcel "CC"	Channing Corp. XXVIII	290,114	Jan-98
12 th Fairway Phase 2 & 3	Village of Wellington	350,416	Mar-98
Loggers Run Middle School	PBCSD/ G & S Contracting	2,582,056	Apr-98
City Centre	P.G. Partners/ O'Connor & Taylor, Inc.	464,075	Apr-99
Abacoa Plaza – Phase I	Donross Associates	726,101	May-99
Padgett & Fremd Village	Pahokee Housing Authority	239,000	May-99
S. Outer Perimeter Road	PBC Department of Airports	2,871,000	Oct-99
Abacoa Campus	FAU/ Brown & Root Building Co.	1,676,461	Oct-99
Florida Atlantic University Residence Hall	Brown & Root Building Co./ Stofin Co.	300,861	Oct-99

Tiger Shark Park	Village of Wellington/ TayCon Construction	311,914	Dec-99
STA 1-W Canal & Road Replacement	S.D. Sugar Corp./ Florida Crystals Corporation	1,350,563	Feb-00
Addison Centre – Phase I	Walgreens/ The Weitz Company	344,932	Mar-00
Morikami Community Park	PBC Capital Improvements/ TayCon Construction	204,318	Apr-00
Parc Chandon	Delray Beach Ltd. Partnership	409,953	Apr-00
Osceola Center & Okeechobee Center Day Care	Belle Glade Housing Authority	1,681,791	May-00
St. Matthew Church	Catholic Diocese/ O'Connor & Taylor, Inc.	914,578	May-00
Homewood Residence	American Retirement Corp./ Suffolk Construction	190,237	May-00
Homewood Residence	American Retirement Corp./ Suffolk Construction	136,833	May-00
Municipal Complex	City of Palm Beach Gardens/ Suffolk Construction	903,072	Jul-00
R-2 Roads Phase IV	Indian Trail Improvement District	2,414,954	Aug-00
Via Addison	Jennah Blossom Corp./ Kauffman & Lynn	233,625	Nov-00
Belvedere & Haverhill Roads	PBC	3,036,889	Jan-01
South Florida State Hospital	WCC Development, Inc.	3,097,876	Apr-01

Lake Worth High School Renovation	PBCSD/ Brown & Root Building Co.	2,351,309	May-01
Boynton Middle School	PBCSD/ Beer's Construction	1,490,909	May-01
Tract PCI & SWA Road	Northern PBC Improvement District	956,442	May-01
Transshipment Facility	Florida Sugar Distributors/Fluor Daniel	295,100	Jun-01
Winston Trails Community Park	PBC	1,589,000	Jun-01
Jupiter Elementary School	PBCSD/ Beer's Construction	715,747	Jun-01
Ranches Road Street Improvements	PBC	1,251,761	Jun-01
180 th Avenue North	Indian Trail Improvement District	332,412	Jun-01
Tract PC2 @ Abacoa	Northern PBC Improvement District	1,226,858	Feb-02
Emergency Operations Center	Town of Jupiter	2,194,383	Mar-02
Hatcher Road	PBC	197,178	Mar-02
PBSO Substation South	PBC	2,083,000	Apr-02
Isles at Wellington	Kenco Communities	364,575	Apr-02
Children's Golf Foundation	SWA	235,207	Jul-02

Jupiter Middle School	PBCSD/ Beer's Construction	1,058,453	Aug-02
Publix @ Aberdeen	Publix Supermarkets/ McCorkle Construction	429,745	Aug-02
Florida Atlantic University's President's House	FAU/ C.R. Klewin Construction	419,355	Aug-02
Boynton Elementary School	PBCSD/Catalfumo Construction	556,079	Sep-02
The Oaks @ Boca Raton	The Oaks @ Boca Raton Venture LP/ Kenco Communities	1,204,750	Jan-03
Lake Crystal Elementary School	PBCSD/Catalfumo Construction	249,672	Feb-03
Padron Bros. Warehouse	Padron Bros. Flooring/ Batten Construction	282,325	Mar-03
Flying Cow Ranch Road	PBC/ Florida Highway Products	349,185	Mar-03
Dreyfoos School of the Arts	PBCSD/ Suffolk Construction	211,779	Jul-03
Lantana Elementary School	PBCSD/Turner Construction	932,168	Jul-03
Village Academy Addition	PBCSD/ Suffolk Construction	201,724	Jul-03
Jupiter Elementary School	PBCSD/ C.R. Klewin Construction	1,095,070	Aug-03
Publix #1031	Publix Supermarkets/ McCorkle Construction	1,535,001	Aug-03
Devco Plaza Office Park	Devco Company/ Suffolk Construction	242,916	Jan-04

Boynton Beach High School (Park Vista)	PBCSD/Turner Construction	2,433,450	Aug-04
Lantana Middle School (Tradewinds)	PBCSD/Turner Construction	1,615,696	Aug-04
Conniston Middle School	PBCSD/ W.G. Mills, Inc.	1,589,931	Apr-05
Hurricane Frances & Hurricane Jeanne	SWA/ Phillips & Jordan	10,589,360	Apr-05
Lennard Rd. Improvements	City of Port St. Lucie CRA/ Dickerson Florida, Inc.	419,750	May-05
The Club @ SLW Apts.	Cendura Construction	448,192	Jun-05
Okeechobee County - Hurricane Frances	USACE/ Phillips & Jordan	1,828,967	Jun-05
Lake Worth Middle School	PBCSD/ Suffolk Construction	2,163,343	Aug-05
STA 2 Cell 4 Exp. Site Demolition	SFWMD	182,000	Nov-05
Gulf Shores Beach - Hurricane Katrina	USACE/ Phillips & Jordan	906,362	Nov-05
Hurricane Katrina	USACE/ Phillips & Jordan	2,166,768	Dec-05
Daulphin Island - Hurricane Katrina	USACE/ Phillips & Jordan	701,623	Dec-05
STA 2 Cell 4 Exp. Site Preparation I	SFWMD	436,500	Jan-06
STA 2 Cell 4 Exp. Site Preparation II	SFWMD	417,000	Jan-06

Hurricane Wilma	SWA / Phillips & Jordan	14,293,107	Mar-06
SR 15/ US 441 Reconstruction	FDOT/ Community Asphalt	3,707,058	Dec-06
Limestone Creek Elementary School	PBCSD/ C.R. Klewin Construction	296,461	Dec-06
East Lake Village Phase I	City of Port St. Lucie CRA	3,755,767	Jan-07
Warehouse #4 Replacement	Sugar Cane Growers COOP	1,414,262	Jan-07
Campbell Public Use Facility	SFWMD/ Construction Technology	558,384	Jan-07
600 Bed Residence Hall	FAU/ C.R. Klewin Construction	365,016	Apr-07
Jonathan Dickinson Pedestrian Trail	FDEP/ Lucas Marine Construction	197,065	May-07
Sunset Isles	Sunset Isles, LLC / Sunline Engineering	194,341	Jun-07
ELV-SWM Grand/Hillmoor Dr.	City of Port St. Lucie CRA	5,224,180	Jul-07
Pierson Road Widening	Village of Wellington	728,965	Aug-07
Trailhead Trailway Phase I	SWA	272,520	Sep-07
East Lake Village Phase II	City of Port St. Lucie CRA	2,998,169	Nov-07
STA 1E Public Use Facility	SFWMD	415,981	Dec-07

WWTP Wetland Park	Village of Wellington/ Chaz Equipment	128,459	Dec-07
Rustic Ranches	Village of Wellington	192,860	Jan-08
Riverbend Park Bridge	PBC Capital Improvements	1,666,609	Feb-08
Florida Research Park	Oceanside Masonry	268,286	Apr-08
Pump Station S-6	SFWMD/ Lucas Marine Construction	373,525	Aug-08
Trailhead Trailway Phase II	SWA	922,693	Aug-08
Eckerd Youth Camp Wetland	SFWMD	440,946	Nov-08
West 13 th Street	City of Riviera Beach	1,004,158	Dec-08
South Road Medical Office	Dr. Eisenman/ Robling Arch. Construction	1,162,442	Feb-09
Halpatiokee Lakes Restoration	Martin County/ Lucas Marine Construction	210,205	Jun-09
Clubhouse Additions	Wycliffe Golf & Country Club/ Suffolk Construction	1,935,350	Sep-09
Hagen Ranch Road Elementary School	PBCSD/ C.R. Klewin Construction	1,862,667	Sep-09
Delaware Scrub Natural Area	PBC ERM	250,019	Dec-10
Herbert Hoover Dike Task #3	USACE/ Treviicos Corp.	4,051,793	Apr-11

Herbert Hoover Dike Rehabilitation Abandoned Quarry Backfill	USACE/ H&R of Belle Glade, Inc.	562,411	Apr-11
Dune Restoration	Town of Palm Beach	4,997,395	Apr-11
Rotenberger Hydrologic Restoration	FFWC	108,805	May-11
Coconut Road	PBC Engineering Services	284,087	May-11
Alabama Tornado Limestone County City of Guntersville	USACE / Phillips & Jordan	4,324,299	May-11
BP Oil Spill	Miller Environmental/ Phillips & Jordan	2,620,782	May-11
Fire Tower	PBCSD/ Balfour Beatty Construction	335,376	Jun-11
Hurricane Irene	City of Chesapeake, VA/ Phillips & Jordan	447,138	Oct-11
Herbert Hoover Dike Task 8H	USACE/ Treviicos South, Inc.	1,202,373	Sep-12
Herbert Hoover Dike Task Order 7G	USACE/ Treviicos South, Inc.	4,428,016	May-13
NROC Site Civil & Landscape Improvements	PBC Water Utilities	1,665,204	Aug-13
SCFE Railroad Runyon Bridge Crossing	SCFE	421,285	Sep-13
Kissimmee Oaks Wetlands Restoration	USDA/ Natural Resources Conservation Service/ Kissimmee Oaks LLC	396,000	Apr-14
Williamsburg County Ice Storm	SCDOT/ Phillips & Jordan	5,197,798	May-14

Wetland Wildlife Hazard Mitigation	PBC Department of Airports	2,694,229	Aug-14
Santaluces High School Drainage Improvements	PBCSD	298,000	Sep-14
Reach 7 & 8 Dune Restoration	Town of Palm Beach	1,291,670	May-15
Martin Co. I95 Rest Area	FDOT Concrete Services	320,000	Mar-16
Palm Beach Mercedes Annex Parking	Autobuilders	196,636	Aug-16
Pahokee East Main Drive	City of Pahokee	883,096	Dec-16
Hurricane Matthew	Phillips & Jordan	927,000	Dec-16
Saddletrail Park South Neighborhood Improvement	Village of Wellington	3.6 Million	Nov-17
Hurricane Irma Palm Beach County	Phillips & Jordan, Inc.	9 Million	Dec-17
WWHM 3A, 3B & 4	Palm Beach County Airport	2.4 Million	Jun-18
Big Blue Trace	Village of Wellington	1.2 Million	Sept-18
Pierson Road Black Watch Equestrian	Alonzo & Associates	500,000	Oct-18
Material Handling	Waste Management	336,000	Nov-18
Osprey Point	Robling Architecture	256,000	Apr-19

West Outfall Canal Improvements	Sunshine Water Control District	3.2 Million	Aug-19
SCFE 880 Railroad	Palm Beach County	1.7 Million	Aug-19
Floridian Golf Club Cottages	Alonzo & Associates	800,000	Oct-19
Indian River Sector 5 Beach & Dune Restoration	Indian River County	6.3 Million	Mar-2020
Town of Hillsboro Beach Renourishment	Town of Hillsboro Beach	3.5 Million	Mar-2020
East End Culvert	Sugar Farms	350,000	Dec-2020

CURRENT CONTRACTS

<u>Project Name</u>	<u>Customer</u>	<u>Value</u>	<u>Est. Comp.</u> <u>Date</u>	<u>% Complete</u>
Airport Logistics	Verdex Construction	2.3 Million	Feb-2021	99%
Homesafe	Verdex Construction	400,000	Feb-2021	75%
Mercer Park Apts.	Carr Builders	660,000	Dec-2021	40%
Dune Restoration	Town of Palm Beach	1.5 Million	Apr-2021	0%

RE: ERM Job Requirement Reference Letter

To whom It may concern,

I am writing to recommend Rio-Bak Corporation (Rio-Bak) in response to Palm Beach County's request for references for the annual beach and dune contract (ERM). Rio-Bak was the low bidder on the Indian River County Sector 5 Beach and Dune Restoration project. As the Owner's representative and Engineer of Record, I worked closely with Rio-Bak throughout the project's construction. The project consisted of a truck haul and placement of approximately 200 thousand tons of sand from an upland sand mine along the Sector 5 project in Vero Beach, Florida. The low bid (submitted by Rio-Bak) for the project was approximately \$6.4M.

Rio-Bak was the prime contractor on the Sector 5 project and conducted the sand placement along the Sector 5 project. The project was completed ahead of schedule and on budget. Rio-Bak was amenable to changes throughout construction, including several change orders that were executed to achieve the projects goals. Namely, there was a change order to increase project quantities as a result of Hurricane Dorian as well as a change order to restore the park located at one of the beach access locations. The project appeared to be constructed according to the lines and grades shown in the Plans, and Rio-Bak conducted escarpment leveling throughout construction per the contract specifications. The project also required location dependent tie-ins to the existing dune. Rio-Bak worked closely with the Engineer and the County to accomplish these tie-ins throughout construction.

The project resulted in 3.1 miles of coastline restored in Indian River County intended to protect upland resources from storm surge and serve as sea turtle and shorebird nesting habitat in addition to increasing the recreational benefits of the beach in Vero Beach. The County approved of with Rio-Bak's performance on this project and appreciated their willingness to be amenable to changes throughout construction.

Based on my experience working with Rio-Bak, I would recommend them for work pertaining to beach and dune restorations. Please feel free to contact me should you require any additional information.

Regards,

A handwritten signature in black ink, appearing to read 'Chris Paul', with a stylized flourish at the end.

Christopher Paul, P.E.
Coastal Engineer
(225)772-9926



To Whom It May Concern

I had the pleasure of working with Rio-Bak Corporation on the 2011 Town of Palm Beach Dune Restoration Project (Bid No. 2011-01). The project involved the transport and beach and dune placement of approximately 185,00 tons of beach compatible sand from the ER Jahna – Ortona Mine.

The total cost of the project was Four Million Nine Hundred Thousand Ninety-Seven Thousand and Nine Hundred and Ninety-Four Dollars and Sixty-Five Cents. (\$4,997,994.65)

Rio-Bak served as the Prime Contractor. Sand was provided by the ER Jahna mine. Siboney Contracting performed the material transportation (trucking) to the site. Rio-Bak Corporation executed sand placement and grading with its own employees and equipment.

The project was completed in a timely manner within the limits and terms of the contract.

Rio-Bak Corporation was a responsive contractor and facilitated changes in project means and methods to improve project construction. The most notable adjustment involved a change in beach access which reduced the length of material haul down the beach by approximately 500 feet. Rio-Bak was able to negotiate a usage agreement with the private upland owner to allow for the sand to be directly hauled to the placement site. This resulted in reduced construction time and minimized the disturbance to the beach and residents of this area.

There were no issues with the performance of Rio-Bak Corporation regarding this project and I would fully endorse their performance of future work of a similar nature.

If you have any questions, please don't hesitate to contact me directly at 561-659-0041.

Sincerely,

APPLIED TECHNOLOGY & MANAGEMENT, INC.

A handwritten signature in black ink, appearing to read "Michael G. Jenkins".

Michael G. Jenkins, Ph.D., P.E.
Coastal Engineering Principal



APPLIED TECHNOLOGY & MANAGEMENT, INC.

2047 VISTA PARKWAY • SUITE 201 • WEST PALM BEACH, FL 33411 • 561.659.0041



RIO-BAK CORPORATION

EQUIPMENT LIST

NUMBER	TYPE	MAKE	MODEL	SERIAL NUMBER	WEIGHT
BGI-1	Tractor -- BGI	John Deere	5085	260369	
BGI-2	5520 Tractor	John Deere	5520	PE4045T177624	6,000
BGI-3	Mowing Tractor -- BGI	John Deere	997	082133	
BH-01	Excavator	John Deere	210G	1FF210GXCCE520201	
BH-038	Track Excavator	CAT	336 FL	SSN20038	
BH-12	Compact Excavator	John Deere	30 G	1FF030GXPKK266812	
BH-38	Excavator	John Deere	350G	1FF350GXAKF813438	
BH-41	Combination Backhoe	CAT	416 E	BWC00341	14,960
BH-571	Track Excavator	CAT	336 FL	RKB20571	
BH-59	Backhoe	Volvo	EC380EL	310959	
BH-60	Longreach Hyd Backhoe	CAT	324 EL	PNW00460	
BH-63	Backhoe	John Deere	350 G	1FF350GXLFF810563	
BH-71	Track Backhoe	Case	CX 135 SR	DAC0813171	29,288
BH-82	Track Backhoe	John Deere	350G	1FF350GXTFF810682	
DZ-18	Dozer	John Deere	700 J	T0700JX137318	26,790
DZ-37	Dozer	John Deere	750J	T0750JX133737	36,576
DZ-85	Dozer	John Deere	750J	1T0750JXLBD214385	
DZ-862	Dozer	John Deere	700K	1T0700KXVDE254862	
DZ-92	Dozer	John Deere	750K	1T0750KXVKF349592	
DZ-986	Dozer	John Deere	750-J	1T0750JXVA0188986	36,576
GR-54	Grader	John Deere	670 CH	670572754	36,100
GR-65	Grader	John Deere	672 CH	DW672CH571365	
GR-94	Grader	Leeboy	685	44742194	12,500
GR-97	Grader	John Deere	670-B	522897	28,425
LD-19	Loader	CAT	980-G	VAWH00519	65,078
LD-21	Loader -- H&R	CAT	980-H	JMS01921	67,294
LD-31	Loader	Komatsu	WA50-3Y	23731	8,200
LD-38	Loader	CAT	980H	JMS03238	67,294
LD-46	Loader	John Deere	544J	DW544JZ620946	28,332
LD-63	Loader	John Deere	544K	1DW544KZTDE654863	
LD-90	Loader	John Deere	544KBT	1DW544KZJHF684790	
LD-421	Loader -- H&R	CAT	980-H	JMS04421	67,294
LD-541	Loader -- H&R	CAT	980-K	W7K00541	68,862
LD-569	Wheel Loader	CAT	980M	MK102569	
LD-598	Loader	CAT	980-K	W7K01598	68,862
LD-662	Loader	John Deere	544-J	621662	28,332
LD-764	Wheel Loader	CAT	980H	JMS02764	
LD-962	Wheel Loader	ROPS (Lake Breeze)	R530R41	10962	
SL-16	Skid Loader	Bobcat	S70	B4TY12516	
SL-33	Skid Loader	CAT	279D	GTL03533	
SL-34	Track Loader	CAT	299D2XHP	DX202034	
SL-54	Skid Loader	CAT	226B3	MWD07354-EQ0045078	
SL-74	Skid Loader	CAT	259B3	YYZ02074	8,934
LB-04	Trailer	1990 ASPT		FLT9204LL	2,260
LB-12	Trailer	2004 Anderson	EQ7206T	4YNBN20224C026412	1,990
LB-79	Trailer	99 Eager Beaver		112DPM273XL052779	4,600



EQUIPMENT LIST

NUMBER	TYPE	MAKE	MODEL	SERIAL NUMBER	WEIGHT
TL-17	Trailer	Copper		1C9GQ18263C896417	9,600
TL-28	Trailer	2005 Haulmark	TS6X10DS2	16HCB10195G069328	2,980
TL-29	Trailer	2008 Homemade		NOVIN0200722758	
TL-37	Trailer	2017 Big Tex	14GN-20BK-5MR	16VG2022H6027737	
TL-53	Trailer	2011 Lark		5RTBE1226BD019953	1,850
TL-63	Trailer	2007 IMC		1ZPBU17237J213163	2,900
TL-82	Trailer	2019 PJ Trailers	T6182	4P5T61822K1312217	3,140
TL-91	Trailer	Big Tex	10-ET-16BK-KR	16VEX1626J3011654	
MISC					
AC-05	Towable Air Compressor	Sullair		201007280005	
AC-36	Portable Air Compressor	Sullair	185 DPQ-CAT	201002150036	
AC-39	Portable Air Compressor	2013 Sullivan	D 185P JD	31839	
AC-52	Air Compressor	2004 Sullivan	D 210 Q	23652	
AC-79	Air Compressor	Sullair	D185PDZ	33379-EQ0055800	
BRM-61	Broom	Superior	DT80C	22SB804161	
LT-49	Light Tower	Magnum	Pro Model	66749	
LT-62	Light Tower	WAC	LTN6C	5894962	
LT-64	Light Tower	Magnum	MLT 3060 KMH	80464	
LT-92	Light Tower	Magnum	Pro Model	66792	
MX-02	Mixer -- H&R	Fecon	USZ600	581710502	
MX-99	Road Mixer	Fecon	USZ600-2300	58.95.07.99	
RL-11	Double Drum Asphalt Roller	CAT	CB22B	2B200311	
RL-27	Drum Roller	Hamm	3410	1791327	22,730
RL-44	Compactor Roller	Hamm	H11LX	H2100744	
TRC-30	8410 Tractor -- H&R	John Deere	8410	RW8410PO14930	20,440
WT-08	Water Truck	OshKosh		10TDDAC376S090208	
WT-09	Water Truck -- H & R	Volvo	A25C	5350V68109	
WT-70	Water Truck	Ford	L-8000	1FTYR82E8SVA11527	1994 YEAR

E-

**Company
owned
equipment will
be utilized**



Ron DeSantis, Governor

Halsey Beshears, 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

RIONDA, ENRIQUE R

RIO-BAK CORPORATION

12773 WEST FOREST HILL BLVD STE 210
WELLINGTON FL 33414

LICENSE NUMBER: CGC1520268

EXPIRATION DATE: AUGUST 31, 2022

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****

12773 FOREST HILL BLVD #210
 WELLINGTON, FL 33414-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	RIONDA ENRIQUE R	CGC1520268	B20.558307 - 08/24/20	\$99.00	B40134646

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

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 199510145
EXPIRES: SEPTEMBER 30, 2021



12
6 - 3165

RIO BAK CORPORATION
 RIO BAK CORPORATION
 12773 FOREST HILL BLVD STE 210
 WELLINGTON FL 33414-4762



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****

12773 West FOREST HILL BLVD
 Ste 210
 WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0102 EXCAVATING	RIO BAK CORPORATION		B20.558598 - 08/24/20	\$132.00	B40143218

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

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201248124
EXPIRES: SEPTEMBER 30, 2021



12
6 - 3229

RIO BAK CORPORATION
 RIO BAK CORPORATION
 12773 FOREST HILL BLVD STE 210
 WELLINGTON FL 33414-4762



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****

12773 FOREST HILL BLVD #210
 WELLINGTON, FL 33414-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0102 CW GENERAL CONTRACTOR	RIONDA ENRIQUE R	CGC1520268	B20.558303 - 08/24/20	\$369.60	B40134647

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

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 199214838
EXPIRES: SEPTEMBER 30, 2021



12
6 - 3164

RIO BAK CORPORATION
 RIO BAK CORPORATION
 12773 FOREST HILL BLVD STE 210
 WELLINGTON FL 33414-4762



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.

State of Florida

Department of State

I certify from the records of this office that RIO-BAK CORPORATION is a corporation organized under the laws of the State of Florida, filed on May 5, 1992.

The document number of this corporation is V34646.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 21, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of January,
2021*



Samuel R. ...
Secretary of State

Tracking Number: 1957613158CC

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

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



STEWART

CAPACITY /QUALITY CONTROL

CAPRON TRAIL MINE BEACH SAND PRODUCTION

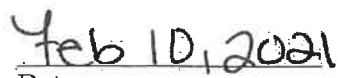
Production and storage capacity

- The plant has a rate of production of 350-450 tons per hour
- Over 100,000 tons of product can be stored within the plant area.

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 during 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.
- 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.


Amanda Stewart
Email: Amanda@stewartmaterials.com


Feb 10, 2021
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



1160672746

Sample Information

Sample No 1160672746
Date Sampled 02/08/2021 16:58
Sampled By Oniel Gardner
Type PRODUCTION
Method Stockpile

Split Sample ☐
Resample ☐

Test Note
MEAN = 0.374mm
SORTING = 0.866
MUNSELL COLOR = 10YR 7/1
CARBONATE = 19%
ORGANICS = 0.1%

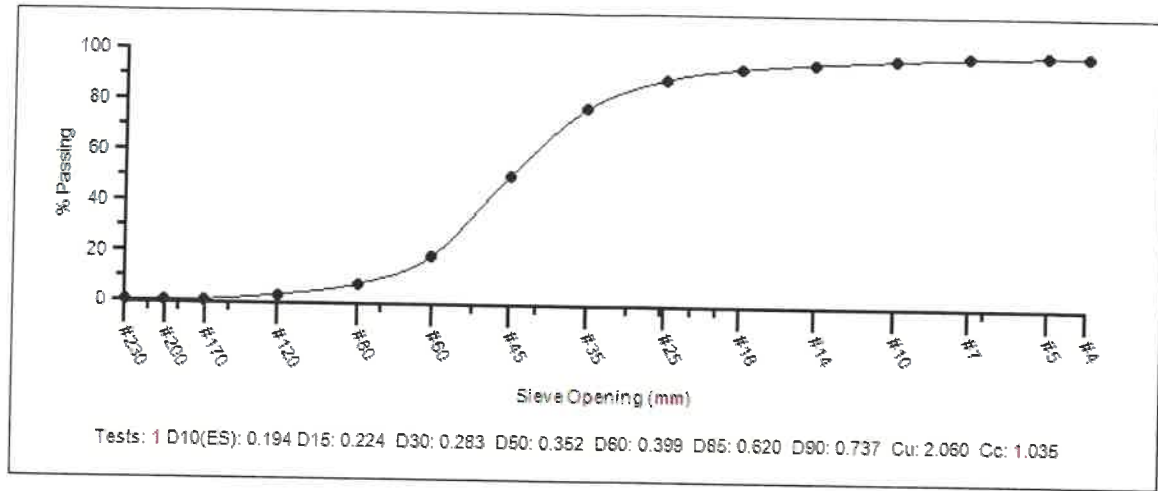
Gradation Results

Date Completed 02/08/2021 16:58

Tested By Oniel Gardner

Unit g	Moist Mass	Dry Mass 318.60	Wash Mass 317.40	Moisture %	Wash Loss % 0.4	Procedure ASTM C136 / AASHTO T27	
Sieve	Mass Retained	Cum Mass Retained	Ind % Retained	% Retained	% Passing	Specification	Comment
#4 (4.75mm)	0.00	0.00	0.0	0.0	100.0		
#5 (4mm)	0.70	0.70	0.2	0.2	99.8		
#7 (2.8mm)	2.30	3.00	0.7	0.9	99.1		
#10 (2mm)	3.60	6.60	1.1	2.1	97.9		
#14 (1.4mm)	5.30	11.90	1.7	3.7	96.3		
#18 (1mm)	6.80	18.70	2.1	5.9	94.1		
#25 (0.71mm)	14.60	33.30	4.6	10.5	89.5		
#35 (0.5mm)	37.30	70.60	11.7	22.2	77.8		
#45 (0.355mm)	86.00	156.60	27.0	49.2	50.8		
#60 (0.25mm)	102.40	259.00	32.1	81.3	18.7		
#80 (0.18mm)	35.60	294.60	11.2	92.5	7.5		
#120 (0.125mm)	14.30	308.90	4.5	97.0	3.0		
#170 (90µm)	7.10	316.00	2.2	99.2	0.8		
#200 (75µm)	1.00	317.00	0.31	99.50	0.50		
#230 (63µm)	0.10	317.10	0.03	99.53	0.47		
Pan	0.30	317.40	0.47	100.00	0.00		

Gradation Test With Sieve Chart Report



ATTACHMENT 6 TO BID FORM
CERTIFICATION REGARDING ARTICLES, MATERIALS, AND SUPPLIES
PRODUCED IN UNITED STATES AS REQUIRED BY 41 USC§ 10A
(BUY AMERICAN ACT)

PROJECT NO.: 2021ERM01

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

The Bidder/Contractor certifies that:

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

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

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

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

BIDDER/CONTRACTOR NAME: Rio-Bak Corporation

ADDRESS: 12773 W. Forest Hill Blvd., Suite 210, Wellington, FL 33414

CONTRACTOR'S AUTHORIZED OFFICIAL:

Thomas T. King, Jr., VP

Name and Title


Signature

02/10/2021

Date

ATTACHMENT 7 TO BID FORM
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

PROJECT NO.: 2021ERM01

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

Thomas T. King, Jr., being first duly sworn, disposes and says that:
(Print Signatory's Name)

1. He/she is Vice President of Rio-Bak Corporation 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)

Thomas T. King, Jr., Vice President
(Signatory's name & title)

State of Florida
County of Palm Beach

Subscribed and Sworn to (or affirmed) before me by means of ☒ physical presence OR ☐ online notarization on this 10th day of February, 2021 by Thomas T. King Jr. who is personally known to me or has presented _____ (type of identification) as identification.

Stacie Goren
Notary Public Signature and Seal

Print Notary Name and Commission Number

PROJECT NO. 2021ERM01

BID FORM - 17



ATTACHMENT 8 TO BID FORM
CERTIFICATION REGARDING LOBBYING
(To be submitted with each bid or offer exceeding \$100,000)

PROJECT NO.: 2021ERM01

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:

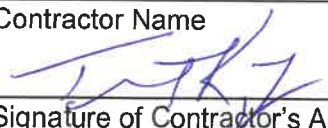
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

Rio-Bak Corporation

Contractor Name


Signature of Contractor's Authorized Official

Thomas T. King, Jr., Vice President

Name and Title of Contractor's Authorized Official

02/10/2021

Date

ATTACHMENT 9 TO BID FORM
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION - LOWER TIER PARTICIPANT**

PROJECT NO.: 2021ERM01

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: Rio-Bak Corporation

ADDRESS: 12773 W. Forest Hill Blvd., Suite 210, Wellington, FL 33414

CONTRACTOR'S AUTHORIZED OFFICIAL:

Thomas T. King, Jr.

Name and Title


Signature

02/10/2021

Date

ATTACHMENT 10 TO BID FORM

PROJECT NO.: 2021ERM01

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

CONTRACTOR DISCLOSURE

BEFORE COMPLETING THIS FORM, READ
EACH QUESTION CAREFULLY AND ANSWER COMPLETELY
(This disclosure must be plainly filled in with ink or typewritten)

CONTRACTOR RESPONSIBILITY DISCLOSURE

Entity Name: Rio-Bak Corporation
Entity Address: 12773 W. Forest Hill Blvd., Suite 210
City Wellington State FL Zip 33414
Phone Number (561) 791-9721 Contact Name: Thomas T. King, Jr. Title Vice President
E-MAIL: tommy@rio-bak.com

Entity Classification: Corporation XX, Partnership Sole Proprietorship , Other (please explain)
(If Corporation, State where incorporated FL, Date of Incorporation 05/05/1992)

All applicants answer this:

1. How many years has your organization been operating under your present business name? 28 years
2. List all previous business names of your organization: N/A
3. How many years' experience has your organization had as a:
Prime Contractor 28 years
4. Enter your Federal Employer Identification Number (FEIN): 65-0330616
Dunn & Bradstreet Number (D&B): 79-403-9362

The term "affiliate" means a predecessor or successor of a contractor 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 X 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 X 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 X 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 X If yes, please explain in detail _____

9. Have you provided services to Palm Beach County within the past 12 months?

Yes _____ No X

If yes, what was the total revenue in whole dollars generated from Palm Beach County in the past 12 months?

\$ _____

10. Total number of full time, regular employees in your company: 20 If this number has changed in the past 2 years, please explain _____

11. Claims/Litigation

Has your organization ever filed suit or a formal claim against a project owner?

Yes _____ No X If yes, please attach additional sheet(s) to include:

- Description of every action
- Amount at issue
- Amount actually recovered (if any)
- Captions of the Litigation or Arbitration
- Name(s) of the project owner(s)/manager(s) to include address and phone number

12. Has a project owner ever withheld liquidated damages for failure to complete a contract on time?

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

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

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

13. Contractor hereby represents and warrants that, if awarded the contract, the firm has sufficient staff and financial resources to complete the Project.

CERTIFICATION

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

By:

Thomas T. King, Jr.

(Print)

(Signature)

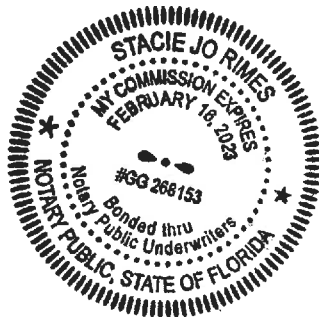
Title: Vice President

Date: 02/10/2021

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ✓ physical presence OR _____ online notarization this 10th day of February, 2021.

by Thomas T. King, Jr., who is personally known to me or who has produced _____ as identification and who did not take an oath.



Stacie Jo Rimes

Notary Public

ATTACHMENT 11 TO BID FORM (USE APPROPRIATE CERTIFICATE)
CERTIFICATE (if CORPORATION)

PROJECT NO.: 2021ERM01

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 he/she is the **Secretary** of Rio-Bak Corporation, a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 12th day of January, 2021, 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 Thomas T. King, Jr. (name), the Vice President (title) of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

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

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

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 10th day of February, 2021.

Stacie J. Rimes
(Signature)

(CORPORATE SEAL)

Stacie J. Rimes
(Print Signatory's name. Its Secretary)

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization on this 10th day of February, 2021, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

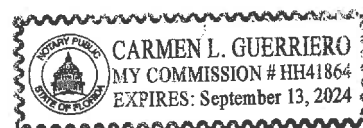
Carmen L. Guenriero
(Notary Signature)

Carmen L. Guenriero
(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large
My Commission Expires: 09/13/2024

PROJECT NO. 2021ERM01

BID FORM - 23





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2020

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

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

PRODUCER	CONTACT NAME: Jerri Moor
Frank H. Furman, Inc.	PHONE (A/C, No, Ext): (954) 943-5050
1314 East Atlantic Blvd.	FAX (A/C, No): (954) 942-6310
P. O. Box 1927	E-MAIL ADDRESS: jerri@furmaninsurance.com
Pompano Beach FL 33061	INSURER(S) AFFORDING COVERAGE
	INSURER A: Liberty Mutual Fire Ins Co
	INSURER B: Liberty Insurance Corporation
	INSURER C: Bridgefield Employers Ins Co
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 20-21GL/AUTO/FLWC/UMB

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			TB2Z91454780010	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AS2Z91454780020	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			TH7Z91454780040	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0830-19364	09/11/2020	09/11/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

BID SCHEDULE

PROJECT NO.: 2021ERM01

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

CONTRACTOR NAME: Rio-Bak Corporation

MULTIPLIER					MILES
A	DISTANCE FROM BIDDER'S SAND SOURCE TO PBC VISTA CENTER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FL 33411-2743				65
	BASE BID ITEMS	UNIT	QUANTITY (2 YEARS)	UNIT COST	TOTAL COST
1	SUPPLY SAND	TON	262,500	\$15.00	\$3,937,500.00
2	TRANSPORT AND DELIVERY OF MATERIAL (FIRST TON-MILE) ¹	TON-MILE	270,500	\$1.33	\$359,765.00
3	TRANSPORT AND DELIVERY OF MATERIAL (ADDITIONAL TON-MILE) ²	TON-MILE		\$0.24	\$4,032,000.00
4	CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)	TON	26,000	\$4.21	\$109,460.00
5	ADDITIONAL 100' OF CONVEYOR	TON	26,000	\$4.99	\$129,740.00
6	BEACH PLACE AND GRADE (<1000' FROM ACCESS)	TON	149,200	\$3.60	\$537,120.00
7	BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)	TON	70,500	\$4.00	\$282,000.00
8	BEACH PLACE AND GRADE (2000'-3000' FROM ACCESS)	TON	47,800	\$4.50	\$215,100.00
9	BEACH PLACE AND GRADE (>3000' FROM ACCESS)	TON	3,000	\$11.00	\$33,000.00
10	SITE PREPARATION & RESTORATION	CONSTRUCTION ACCESS	11	\$4,500.00	\$49,500.00
11	SUPPLY, DELIVERY, AND INSTALLATION OF SOD	SY	3,250	\$5.54	\$18,005.00
12	REPAIR/REPLACE IRRIGATION	LF	200	\$4.50	\$900.00
13	SCARP MANAGEMENT	LF	9,000	\$1.25	\$11,250.00
14	COMPACTION MANAGEMENT	SY	3,400	\$1.85	\$6,290.00
15	DEBRIS REMOVAL	TON	69	\$90.00	\$6,210.00
16	MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC	WORK ORDER	5	\$6,000.00	\$30,000.00
17	CERTIFIED SAND QUALITY TESTING	SAMPLING EVENT	123	\$254.80	\$31,340.40
18	EXCAVATION TO GRADE AND LOAD FOR ONSITE TRANSPORT	CY (IN-BANK)	6,250	\$3.52	\$22,000.00
19	LOAD FOR OFFSITE TRANSPORT	TON	8,000	\$3.50	\$28,000.00
20	MATERIAL GRADING	CY (IN-BANK)	2,000	\$3.77	\$7,540.00
21	TURBIDITY CONTROL AND MONITORING	DAY	30	\$450.00	\$13,500.00
BASE BID SUBTOTAL					\$ 9,860,220.40
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, within 1 mile of the project, in Line Item 2 for Various Dune Projects in each year.					
² For bidding purposes, additional ton-miles are calculated by multiplying the miles in Line A less 1 mile by the quantity in Line Item 1. Line Items 2 and 3 do not include return mileage.					
	ALTERNATE BID ITEMS	UNIT	QUANTITY	UNIT COST	TOTAL COST
1A	HAUL ROAD CONSTRUCTION	LF	490	\$65.00	\$31,850.00
2A	HAUL ROAD REMOVAL	LF	490	\$25.00	\$12,250.00
3A	TEMPORARY ROAD MAT SYSTEM	10 MATS/WEEK	6	\$4,000.00	\$24,000.00
4A	SAND SCREENER	TON	8,000	\$4.99	\$39,920.00
5A	SUPPLY/INSTALL SILT FENCE	LF	140	\$5.50	\$770.00
6A	PRE-/POST-CONSTRUCTION SURVEY	TRANSECT	50	\$3,101.88	\$155,094.00
ALTERNATE BID SUBTOTAL					\$ 263,884.00
BASE BID + ALTERNATE BID TOTAL					\$ 10,124,104.40
Each Alternate Bid Item shall include mobilization/demobilization in its unit price.					

Legend

CY = Cubic Yard

LF = Linear Foot

SY = Square Yard

R2021 0511
CONTRACT

THIS CONTRACT ("Contract") is made and entered into on APR 20 2021, 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 **RIO-BAK CORPORATION**, 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.: 2021ERM01**

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 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:

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

The Contractor acknowledges that the Work described by this Agreement shall be authorized by Work Order(s) and no minimum number or dollar value of Work Order(s) is promised under this Contract. The Contractor agrees to perform each Work Order issued by the County hereunder for the fixed prices to be established in each Work Order, based on the unit prices set forth in the Contract Bid Schedule, up to a maximum amount for all Work Orders not to exceed **ten million, one hundred twenty-four thousand, one hundred four dollars and forty cents (\$10,124,104.40)** ("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 for an additional, not-to-exceed one (1) year.

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

R2021 0511 APR 20 2021

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: 
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY


Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS


Deborah Drum, Director
Department of Environmental Resources
Management

CONTRACTOR:

RIO-BAK CORPORATION

By: 
(Corporate Name)

By: 
(signatory)

Thomas T. King Jr.
(print signatory's name)

Its 
(print title)

(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 Rio-Bak Corporation, a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 17th day of Jan, 2020, 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 Thomas T. King Jr (name), the VP (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 5th day of March, 2021.

Stacie J. Rimes

(Signature)

(CORPORATE SEAL)

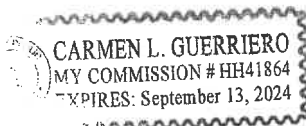
Stacie J. Rimes

(Print Signatory's name. Its Secretary)

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization on this 5th day of March, 2021, by Stacie J. Rimes, (name). He/She is personally known to me or has presented _____ (type of identification) as identification.

Carmen L. Guerriero
(Notary Signature)

Carmen L. Guerriero
(Print Notary's Name) **NOTARY PUBLIC**
State of Florida at Large



My Commission Expires: 09/13/2024

**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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/09/2021

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

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

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Jerri Moor PHONE (A/C, No, Ext): (954) 943-5050 E-MAIL ADDRESS: jerri@furmaninsurance.com FAX (A/C, No): (954) 942-6310																					
INSURED Rio-Bak Corporation 12773 W Forest Hill Blvd #210 Wellington FL 33414	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER B:</td><td>Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C:</td><td>Bridgefield Employers Ins Co</td><td>10701</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Fire Ins Co	23035	INSURER B:	Liberty Insurance Corporation	42404	INSURER C:	Bridgefield Employers Ins Co	10701	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Liberty Mutual Fire Ins Co	23035																				
INSURER B:	Liberty Insurance Corporation	42404																				
INSURER C:	Bridgefield Employers Ins Co	10701																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 20-21GL/AUTO/FLWC/UMB**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		TB2Z91454780010	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AS2Z91454780020	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			TH7Z91454780040	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0830-19364	09/11/2020	09/11/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject: Palm Beach County Dune and Beach Restoration Annual Contract (Federalized) Contractor A Project No 2021ERM01 Notice of Intent to Award.
Palm Beach County Board of County Commissioners c/o Department of Environmental Resources Management are included as additional insured regarding General Liability on a primary & non contributory basis as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners c/o Dept. of Environmental Resources Mgmt. 2500 North Jog Road 4th Floor West Palm Beach FL 33411-2743	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

PUBLIC CONSTRUCTION BOND (PAYMENT)

BOND NUMBER: _____ CONTRACT R# **R2021 0511**
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.: 2021ERM01

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.:** 2021ERM01, **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 Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County 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# **R2021 0511**
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.: 2021ERM01

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.:** 2021ERM01, **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 Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

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

Dated on _____, 20____

PRINCIPAL:

By: _____
Signature

Attest as to the signature of Principal

Print Name & Title

Title

(SEAL)

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



March 8, 2021

Board of County Commissioners
Palm Beach County
2300 Jog Road
West Palm Beach, FL 33411

RE: Rio-Bak Corporation
Project: Palm Beach County Dune and Beach Restoration Annual Contract

To Whom It May Concern;

Please accept this letter as authorization to Fill in the date and resolution number specifically on the Contract, Guarantee and Public Construction Bonds (Performance and Payment) after execution by the Board of County Commissioners.

If you have any questions, please don't hesitate to contact me at 407.843.1120.

Sincerely,

Brett A. Ragland
Attorney-In-Fact for North American Specialty Insurance Company
North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105

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.:** 2021ERM01, 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

END OF SECTION

PROJECT NO. 2021ERM01

GUARANTEE - 1

**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. Certification of Compliance with Living Wage Ordinance

- D. Construction Invoice Form
- E. Work Order Form
- F. Change Order Form
- G. Work Order Supplement Form
- H. OEBO Schedule 1 – List of Subcontractors and Subconsultants
- I. OEBO Schedule 2 – Letter of Intent
- J. OEBO Schedule 3 – Subcontractor Activity Form
- K. OEBO Schedule 4- Subcontractor/Subconsultant Payment Certification
- L. Warranty of Title and Release
- M. Statement of Unresolved Claims
- N. Certificate of Substantial Completion
- O. Contractor’s Certification of Final Completion
- P. Statement and Documentation Regarding Subcontractor Releases
- Q. Consent of Surety for Final Payment
- R. Final Warranty of Title and Release
- S. Guarantee

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.

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 three (2) original copies 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.	CONTRACT INTERPRETATION
SC 6.	SUSPENSION
SC 7.	EXTENSION OF TIME/NO DAMAGES FOR DELAY
SC 8.	WARRANTY
SC 9.	INDEMNITY
SC 10.	INSURANCE
SC 11.	DIFFERING SITE CONDITIONS
SC 12.	ACCESS TO WORK AREAS
SC 13.	PRECONSTRUCTION CONFERENCE
SC 14.	DELIVERY, UNLOADING AND STORAGE
SC 15.	CONTRACTOR'S WORK AREA
SC 16.	CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP
SC 17.	SUBSTITUTIONS
SC 18.	FIELD LAYOUT OF WORK

- SC 19. CONSTRUCTION SCHEDULE
- SC 20. RESPONSIBILITY FOR WORK SECURITY
- SC 21. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT
- SC 22. PROTECTION OF EXISTING PROPERTY
- SC 23. LABOR
- SC 24. SAFETY & PROTECTION OF PERSONS & PROPERTY
- SC 25. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP
- SC 26. MEASUREMENT OF AND PAYMENT FOR WORK
- SC 27. PROGRESS PAYMENT PROCEDURES
- SC 28. SUBSTANTIAL COMPLETION
- SC 29. PRIOR TO CONSTRUCTION
- SC 30. USE OF DOCUMENTS
- SC 31. MOBILIZATION/DEMOBILIZATION FOR A HURRICANE
- SC 32. SUBCONTRACTS
- SC 33. COUNTY REMEDIES
- SC 34. ILLEGALITY
- SC 35. CONTRACTOR'S RESPONSIBILITY
- 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

In General Conditions, Article 3, add as follows:

3.3 The Contractor shall designate in writing and keep on the Work site at all times during progress of the Work, a technically qualified Construction Manager, who shall not be replaced without prior written notice to the County. The Authorized Representative, Construction Manager, Qualifying Agents, Project Managers, Superintendents and Supervisors are all subject to prior and continuous approval of the County. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above, is, for any reason, unacceptable to the County, Contractor shall replace the unacceptable personnel with personnel acceptable to the County. The Construction Manager shall be the Contractor's representative at the site and shall have full authority to act on behalf of the Contractor. All communications given to the Construction Manager shall be as binding as if given to the Contractor. 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.

3.4 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 addition to 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 If any part of the Contractor's Work depends on proper execution or results upon the Work of any such other contractor (or County), the Contractor shall inspect and promptly report to the County, in writing, any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. Its failure to so report shall constitute an acceptance of the other Work as fit and proper for the reception of its Work except as to defects and deficiencies, which may appear in the other Work after the execution of the Work under this Contract.

11.6 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.

11.7 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. 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 Order, a Work Order Directive, a Work Supplement or as a response to the Contractor's request for additional information, as it determines necessary to show changes or define the Work in more detail, and these also shall be considered as part of the Contract.

21.8 The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners or grant entity.

SC 6. SUSPENSION

In General Conditions, Article 23, add as follows:

23.2 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.

23.3 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 7. EXTENSION OF TIME/NO DAMAGES FOR DELAY

General Conditions, Article 27.2.1.5, is replaced as follows:

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 8. 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 for dune and beach restoration projects.

SC 9. 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 10. INSURANCE

In General Conditions, Article 31, add as follows:

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 11. 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 beach and dune profile shall not constitute a differing site condition.

SC 12. 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 13. 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.

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 14. 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.

SC 15. CONTRACTOR'S WORK AREA

General Conditions, Article 40.1, is deleted entirely.

SC 16. 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 17. SUBSTITUTIONS

In General Conditions, Article 43, add as follows:

43.5 After award of the Contract, the County may consider changes to the Contract proposed by the Contractor affecting the intent of the Contract. If the Contractor awarded the project proposes changes to the Contract which reduce project costs, and changes are accepted by the County, then the Contractor shall be entitled to fifty percent (50%) of the savings resulting from the changes (after engineering fees and administrative costs have been paid).

SC 18. FIELD LAYOUT OF WORK

In General Conditions, Article 45, add as follows:

45.4 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.

45.5 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 shall request a noise ordinance waiver, if required, to allow construction of the dune or beach restoration Project 24 hours per day, 7 days per week. The time stated for Final Completion of the Project shall include final site restoration of all Work areas, staging areas and beach accesses.

SC 20. RESPONSIBILITY FOR WORK SECURITY

In General Conditions, Article 48, add as follows:

48.3 Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Contractor's responsibility is any loss or damage that results from the sole active negligence of the County or its representatives.

Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire Work shall be delivered to the County in proper, whole and unblemished condition.

48.4 The Contractor shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the County and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The County, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Contract.

48.5 Until Final Acceptance of the Work by the County, the Contractor shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including County furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

48.6 The Contractor shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including County furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

A. is directly due to errors in the Contract which were not discovered by the Contractor and which the Contractor could not have discovered through the exercise of due diligence;

B. is caused by the agents or employees of the County, unless: (1) the Contractor has waived its rights of subrogation against the County on account thereof as provided in the Contract, or (2) such loss or damage would be covered by any policy or policies of insurance which the Contractor is required to maintain hereunder, whether the Contractor actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Contractor, whether or not required hereunder.

SC 21. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

General Conditions, Article 49.1, is replaced as follows:

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 substantial 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 County or its representatives.

SC 22. 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 23. 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 24. 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 Work 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 25. 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 26. 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, Work Supplement or Written Amendment. All Work done without written instructions having been given therefore by the County, done without proper lines or levels, or done during the absence of the County, or its agent, shall not be estimated or paid for except when such Work is authorized in writing by an appropriately executed Change Order, Work Directive, Work Supplement or Written Amendment. Work so done may be ordered uncovered or taken down, removed and replaced, all entirely at the Contractor's expense.

SC 27. 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 28. 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 29. PRIOR TO CONSTRUCTION

General Conditions, Article 84, is added as follows:

84. The Contractor shall submit to the County for review and approval those documents identified in the Technical Specifications. Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall notify the County, in writing, of all conflicts, errors, inconsistencies, or omissions that it may discover; and obtain specific instructions in writing from the County before proceeding with any part of the Work affected thereby. The Contractor shall not take advantage of any apparent error or omission which may be found in the Contract, but the County shall be entitled to make such corrections therein and interpretations thereof, as it may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors

in construction which could have been avoided by such examination and notification and shall correct at its own expense all Work improperly constructed through failure to notify the County and request specific instructions.

For each project to be constructed by Contractor, pursuant to Contract, the County shall submit to Contractor a set of plans for the project together with an unexecuted Work Order, 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. Should Contractor choose to decline the Work Order, Contractor must issue a written notice to County that it is declining the Work Order within forty-eight (48) hours after notification of intent to issue the Work Order or receipt of the Work Order, whichever is first.

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.

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.

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.

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

SC 30. USE OF DOCUMENTS

General Conditions, Article 85, is added as follows:

85. 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 31. MOBILIZATION/DEMOBILIZATION FOR A HURRICANE

General Conditions, Article 86, is added as follows:

86. 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 32. SUBCONTRACTS

General Conditions, Article 87, is added as follows:

87. The Contractor shall notify the County before Work begins on each Work Order and request approval, in writing, of the use of subcontractors proposed for the Work. If the proposed subcontractors and/or trades differ from the Contractor's Attachment No. 2 Subcontractor List in the Bid Form, the Contractor shall also include documentation in compliance with the substitution provisions of this Contract (Instructions to Bidders 2.3) with its request. The Contractor shall not employ any subcontractors that the County, within a reasonable time and at its sole discretion, rejects. The Contractor also shall not employ any subcontractors that the County determines are not performing the Work in strict conformance with the Contract, or approved changes thereto.

The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the General Conditions, the Supplemental 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 33. COUNTY REMEDIES

General Conditions, Article 88, is added as follows:

88. 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 34. ILLEGALITY

General Conditions, Article 89, is added as follows:

90. 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 35. 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 Work Supplement specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

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.

Appendix A

- Notice to Proceed for Work Order
- Construction Work Order Directive
- Certification of Compliance with Living Wage Ordinance
- Construction Invoice Form
- Work Order Form
- Change Order Form
- Work Order Supplement Form
- OEBO Schedule 1 - List of Subcontractors and Subconsultants
- OEBO Schedule 2 - Letter of Intent
- OEBO Schedule 3 - Subcontractor Activity Form
- OEBO Schedule 4 - Subcontractor/Subconsultant Payment Certification
- Warranty of Title and Release
- Statement of Unresolved Claims
- Certificate of Substantial Completion
- Contractor's Certification of Final Completion
- Statement and Documentation Regarding Subcontractor Releases
- Consent of Surety for Final Payment
- Final Warranty of Title and Release
- Guarantee

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.: 2021ERM01
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
2. Permits, Licenses, Certifications, Approvals, and Easements
3. Environmental Monitoring and Protection Plan
4. Quality Assurance (QA) Plan
5. Safety Plan
6. Operations Plan
7. List of emergency contact(s)
8. Designation of Construction Manager as required in General Condition Article 2
9. List of all subcontractors that will perform work on the Work
10. Detailed breakdown (\$ and %) by company of Work, including suppliers, at all tiers
11. Construction CPM Schedule as required in General Condition Article 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:

None

Design Professional

None

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.: 2021ERM01

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 _____

**CERTIFICATION OF COMPLIANCE WITH
THE LIVING WAGE ORDINANCE**

PROJECT NO. 2021ERM01

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

The Ordinance states: "Every six (6) months the non-county employer shall certify and file with the Environmental Resources Management Department if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period."

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of the Instructions to Bidders 13.6 "Maintenance of Payroll Records."

Date: _____

Company Name (Print)

Authorized Officer: _____
Name/ Title (Print)

Signature

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 R#:
WORK ORDER #:
INVOICE/APPLICATION DATE:
INVOICE/APPLICATION #: 1
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

ERM USE ONLY			
ACCOUNT # / KPO #	TOTAL COMPLETED	LESS RETAINAGE	PAYMENT DUE
TOTALS			
BY: _____ APPROVED BY: _____			
REVIEWER	DIRECTOR, ENVIRONMENTAL RESOURCES MANAGEMENT		

[illegible]

WORK ORDER
ANNUAL CONTRACT (FEDERALIZED)

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

PROJECT NO.: 2021ERM01 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: FEMA/FDEM, CFDA #97.036 Disaster Grants – Public Assistance (Presidentially Declared Disasters) for \$ _____.

FOR: PALM BEACH COUNTY, FLORIDA,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
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/State (FEMA/FDEM) Requirements
Scope, Permits, Plansheets, Easements
Budget Availability Statement
Contract History

c: Clerk Finance
Contract Development and Control
ERM FSS

CHANGE ORDER NO.: _____

(Mark applicable category:)

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

DESCRIPTION OF MODIFICATIONS: SEE ATTACHED EXHIBIT A

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

PROJECT NO.: 2021ERM01

(Contractor) _____

CONTRACT RESOL. NO. _____

COMMISSIONER DISTRICT NO.: _____

CONTRACT DATE: _____

NOTICE TO PROCEED DATE: _____

COMMENCEMENT DATE: _____

BUDGET LINE ITEM: _____

SIGNATURE OF THE CONTRACTOR INDICATES HIS AGREEMENT TO THE ADJUSTMENTS HEREIN, INCLUDING AGREEMENT TO AND SETTLEMENT OF ANY ADJUSTMENT IN THE CONTRACT PRICE AND/OR CONTRACT TERM, AND CONTRACTOR SHALL NOT BE ENTITLED TO, NOR SHALL CONTRACTOR MAKE ANY CLAIM FOR ADDITIONAL SUMS OR TIME RELATED TO THIS CHANGE.

The following changes are approved and incorporated into the Contract by execution of this Change Order:

The Original Contract Price was \$ _____

Net Change by previous Change Orders \$ _____

The Contract Price prior to this Change Order was \$ _____

The Contract Price will be **increased/decreased** by this Change Order \$ _____

The New Contract Price **including** this Change Order will be \$ _____

The Contract Time will be **increased/decreased** by _____

The Date of Substantial Completion **including** this Change Order _____

The Date of Final Completion **including** this Change Order To Be Specified in Punchlist

Execution of this Change Order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s) and this change order, including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the Contract. The completion date, Contract Price, and all terms, covenants, and conditions of the above referenced Contract, except as duly modified by this and previous Change Orders, if any, shall remain in full force and effect.

CONTRACTOR

Address

BY _____

ITS _____
[Title]

DATE _____

FOR Palm Beach County/Board of County Commissioners

OWNER

c/o ERM, 2300 N. Jog Road, 4th Floor

Address

West Palm Beach, FL 33411

BY _____

Deborah Drum, Director
Environmental Resources Management
Department

DATE _____

WORK ORDER SUPPLEMENT NO. ____

(Mark applicable category:)

____ Owner Initiated

____ Differing Site Conditions

____ Zoning/Code/Ordinance Changes

____ Errors/Omissions/In Design

____ Quantity Overruns/Underruns

____ Request By Another Agency/Outside Party

____ A. Reimbursable

____ B. Non-Reimbursable

____ Other

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

PROJECT NO.: 2021ERM01

WORK ORDER NO.: _____

WORK ORDER PROJECT NAME: _____

(Contractor Name) : _____

CONTRACT RESOL. NO. _____

COMMISSIONER DISTRICT NO.: _____

CONTRACT DATE: _____

NOTICE TO PROCEED DATE: _____

COMMENCEMENT DATE: _____

BUDGET LINE ITEM: _____

You are directed to make the following change(s) to this Work Order:

NOT VALID UNTIL SIGNED BY COUNTY. SIGNATURE OF THE CONTRACTOR INDICATES HIS AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENT IN THE WORK ORDER PRICE OR WORK TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHANGE

The Original Work Order was	\$ _____
Net Change by previous Supplements	\$ _____
The Work Order Price prior to this Supplement was	\$ _____
The Work Order Price will be increased/decreased by this Supplement	\$ _____
The New Work Order Price including this Supplement will be	\$ _____
The Work Order Time will be increased/decreased by	_____
The Date of Substantial Completion including this Supplement	_____
The Date of Final Completion including this Supplement	<u>To Be Specified in Punchlist</u>

Execution of this Work Supplement acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the Work Order.

_____ CONTRACTOR	FOR <u>Palm Beach County/Board of County Commissioners</u>
_____ Address	OWNER
_____	<u>c/o ERM, 2300 N. Jog Road, 4th Floor</u>
_____	Address
_____	<u>West Palm Beach, FL 33411</u>
BY _____	BY _____
ITS _____	Deborah Drum, Director
[Title]	Environmental Resources Management
DATE _____	Department
	DATE _____

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: _____ SOLICITATION/PROJECT/BID No.: _____
 NAME OF PRIME RESPONDENT/BIDDER: _____ ADDRESS: _____
 CONTACT PERSON: _____ PHONE NO.: _____ E-MAIL: _____
 SOLICITATION OPENING/SUBMITTAL DATE: _____ DEPARTMENT: _____

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
 PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. _____	☐	☐	☐	_____	_____	_____	_____	_____
2. _____	☐	☐	☐	_____	_____	_____	_____	_____
3. _____	☐	☐	☐	_____	_____	_____	_____	_____
4. _____	☐	☐	☐	_____	_____	_____	_____	_____
5. _____	☐	☐	☐	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)								
Total				_____	_____	_____	_____	_____
Total Bid Price \$ _____				Total SBE - M/WBE Participation _____				

I hereby certify that the above information is accurate to the best of my knowledge: _____ Signature _____ Title _____
 Note: 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Prime Contractor: _____ Subcontractor: _____

(Check box(s) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column if applicable):

Column 1

Column 2

Column 3

☐ Male ☐ Female

☐ African-American/Black ☐ Asian American ☐ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Print Name of Prime

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name

Print Name

Title

Title

Date:

Date:

OEBO SCHEDULE 3 TRACTOR ACTIVIT

PROJECT NAME

PRIME CONTRACTOR NAME

PROJECT SUPERVISOR

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

[illegible]

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

(Signature)

Additional Sheets May Be Used As Necessary

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

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that _____ received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ _____ from _____
(Prime Contractor Name)

On MM / DD / YYYY for my Month Invoice for labor and/or materials supplied

On _____ / _____
(Project Name) (Project No.)

DEPT.: _____ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

Name of 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

By: _____
(Signature of Subcontractor/subconsultant)

(Name & Title of Person executing on behalf of Subcontractor/
subconsultant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____ (year), by _____ (name of person acknowledging).

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced Identification ☐ Type of Identification _____

WARRANTY OF TITLE AND RELEASE

(For Periodic Progress Payments)

INVOICE #: _____

INVOICE PERIOD ____/____/20__ TO ____/____/20__

PROJECT NO.: 2021ERM01

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 _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by
_____, (name).

He/She is personally know to me or has presented _____ (type of identification) as identification.

Notary Public Signature and Seal

Print Notary Name and Commission Number

Attachment: Statement of Unresolved Claims

STATEMENT OF UNRESOLVED CLAIMS

PROJECT NO.: 2021ERM01

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.: 2021ERM01

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)

(Title) Date: _____

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.: 2021ERM01

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.: 2021ERM01

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.: 2021ERM01

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.: 2021ERM01, 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.

(Contractor) (CORPORATE SEAL)

(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.:** 2021ERM01, 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

APPENDIX B

POST BID INFORMATION

(If requested by the County)

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

PROJECT NO.: 2021ERM01

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 two (2) lowest Bidders. Each Bidder is responsible for checking the Bid results to determine if they are one of the two (2) lowest Bidders. 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 two (2) lowest, responsive, responsible Bidders. 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.: 2021ERM01**

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	5
9	Layout of Work/Staking	5
10	Material Placement	6
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	Permit Compliance	7
B	BASE BID ITEMS	
1	Supply Sand (Bid Item 1)	8
2	Transport & Delivery of Materials (Bid Items 2, 3)	9
3	Beach Place & Grade (Bid Items 4, 5, 6, 7, 8, 9)	10
4	Site Preparation and Restoration (Bid Items 10, 11, 12)	10
5	Scarp and Compaction Management (Bid Items 13, 14)	11
6	Debris Removal (Bid Item 15)	11
7	Maintenance of Vehicular and Pedestrian Traffic (Bid Item 16)	11
8	Certified Sand Quality Testing (Bid Item 17)	12
9	Excavation to Grade and Load for On-Site Transport (Bid Item 18)	12
10	Load for Off-Site Transport (Bid Item 19)	12
11	Material Grading (Bid Item 20)	12
12	Turbidity Control and Monitoring (Bid Item 21)	13
C	ALTERNATE BID ITEMS	
1	Haul Road Construction and Removal (Alternate Bid Items 1A, 2A)	15
2	Temporary Road Mat System (Alternate Bid Item 3A)	15

3	Sand Screener (Alternate Bid Item 4A)	15
4	Supply and Install Silt Fence (Alternate Bid Item 5A)	15
5	Pre-/Post-Construction Survey Transects (Alternate Bid Item 6A)	15

FIGURES

Figure 1	Project Location Map	17
Figure 2	Coral Cove Dune Restoration Project	18
Figure 3	North County Comprehensive Shore Protection Project – Segment II	19
Figure 4	Singer Island Dune Restoration Project	20

TABLES

Table 1	Schedule of Estimated Quantities	21
Table 2	Sand Sampling and Analysis Parameters	22

ATTACHMENTS

Attachment A	Contractor's Daily Report	24
Attachment B	Turbidity Monitoring Report	26
Attachment C	Engineer's Estimates	27

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 2 years with an optional 1 year renewal.

The work includes providing and/or excavating, transporting, placing, and grading material within project areas designated by the COUNTY under specific Work Orders to be issued by the COUNTY – consistent with the lump sum and unit costs cited in the Bid Schedule. Bidders shall furnish all labor, materials, equipment, and services necessary to complete the scope of work outlined in these specifications.

The initial two-year Contract includes anticipated Work Orders for the Coral Cove Dune Restoration Project (Figure 2) and various emergency dune restoration projects. Year 2 Work Orders may include the North County Comprehensive Shore Protection Project – Segment II (Figure 3), Singer Island Dune Restoration Project (Figure 4), and additional emergency dune restoration projects as necessary. Year 3 includes additional projects to be identified in the future. All projects are included in the Schedule of Estimated Quantities (Table 1).

Site plans in Figures 2 through 4 show planned construction accesses. Construction access and staging areas are subject to change. Approved construction access and staging areas shall be specified in the Work Order. The timing of Work Order approvals is contingent on site conditions, grant funding, and agency permitting. Engineer's Estimate for the initial two-year term is \$11,103,015. The Contract price for Year 3, if renewed, shall not exceed \$3,446,245.

2 Contractor Capacity

The CONTRACTOR shall have the capacity (necessary equipment, and operators available) to supply and/or excavate, transport, deliver, place, and grade no less than a total of 262,500 tons (205,100 cubic yards) of material at a daily rate of no less than 3,200 tons (2,500 cubic yards) of sand per 10 hour day of work. The CONTRACTOR shall begin to supply or excavate, transport, and deliver material within 48 hours of faxed or emailed receipt of the Commencement Date cited in Notice to Proceed and shall be at full operating capacity within 5 calendar days of receipt of the Commencement Date cited in Notice to Proceed. The CONTRACTOR shall provide certification from the upland sand source documenting that they can fulfill capacity and technical specifications. The source shall be approved by the COUNTY.

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 will 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 following order of documents shall indicate precedence from highest to lowest:

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

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 beach or dune work area, the CONTRACTOR shall restore to an equal or better condition any landscaping, pavement striping, signage, fencing, vegetation, or improvements (including any survey reference monuments) that may have been damaged or disturbed as a direct result of the CONTRACTOR'S construction activities. Restoration shall include removal of all of the CONTRACTOR'S equipment and waste either for disposal or re-use. All site restoration shall be completed by the CONTRACTOR within two (2) weeks of demobilization from the beach or dune.

9 Layout of Work/Staking

The CONTRACTOR shall complete layout of the work and shall be responsible for all surveys and measurements that may be required for execution of the work as defined in the Work Order. The CONTRACTOR shall furnish at his own expense such stakes, templates, platforms, equipment, tools, materials, and all labor as may be required to lay out and execute the work. All survey work for construction control purposes shall be conducted by a professional land surveyor registered by the State of Florida who shall be employed by the CONTRACTOR at the CONTRACTOR'S expense. It shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes. Wooden grade stakes shall not be allowed on beaches or dunes. The material used for grade stakes on beaches and dunes shall be metal pipes that can be completely removed intact by the CONTRACTOR after placement of the fill. If the CONTRACTOR (directly or through his negligence) destroys stakes prior to acceptance of the work, the CONTRACTOR shall replace the stakes. When working on the beach, the CONTRACTOR shall maintain a grade stake recovery log documenting the location (station, range, or other acceptable format), date of placement, and date of removal for each grade stake. Any stakes which are lost or partially recovered shall be noted in the log. A final copy of this log shall be provided to the COUNTY. The cost to lay out and execute the work shall be incidental to and included in the cost of Bid Items 6 through 9.

10 Material Placement

The CONTRACTOR shall employ bulldozers, front-end loaders, off-road dump trucks, excavators, conveyors, and other equipment as necessary to excavate and/or move the material from construction access and staging areas to the project area for excavation/placement. Grading and other construction equipment are not permitted outside the designated work areas except when specifically defined in the associated Work Order. Site conditions are subject to change. The COUNTY reserves the right to vary the grade elevations from those shown on the plans. The fill cross sections shown on the plan drawings are for the purpose of permitting and estimating the amount of fill needed and will be used by the COUNTY to make any change in the grades. The CONTRACTOR shall monitor the excavation and fill operations and shall notify the COUNTY if and when the quantity to be placed may exceed the Contract quantities. The quantity of material specified on a Work Order is the maximum quantity the CONTRACTOR will be paid for, unless otherwise authorized by the COUNTY.

11 Final Dressing

Final dressing shall not take place until all filling activity is completed, at which time the fill shall be graded and then dressed to eliminate any abrupt humps and depressions in the fill surfaces. Final grades and elevations shall be as indicated on the plans unless otherwise instructed by the County. Any grade stakes used in the placement of the fill shall be removed intact without breaking.

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

Deposited 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 front-end loaders with an integrated weighing system, the system shall be capable of printing weight slips and maintaining a daily cumulative total. The CONTRACTOR shall provide documentation demonstrating that the integrated weighing system has been calibrated within 48 hours of commencing work and shall zero the weighing system at the beginning of each work day. Payment shall be based on the cumulative weight as documented by the integrated weighing system.

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 Permit Compliance

The CONTRACTOR shall abide by all notes and conditions indicated in the Work Order drawings and permit(s). The CONTRACTOR shall take full responsibility for and shall bear all additional costs arising from the CONTRACTOR violating any condition of a permit or from the CONTRACTOR causing the COUNTY to violate any condition of a permit. The CONTRACTOR shall post permits on the job site for the duration of the project.

B BASE BID ITEMS

1 Supply Sand (Bid Item 1)

Under Bid Item 1, the CONTRACTOR shall provide COUNTY-approved sand meeting the following technical specifications and load the sand into trucks. Said trucks may be the COUNTY'S trucks or the CONTRACTOR'S trucks. Transport of sand is addressed under Bid Items 2 and 3. Sand analysis will follow the latest revision of the applicable standards referenced in Table 2 of the Technical Specifications.

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 twice daily geotechnical analysis of composite core samples taken from the stockpile at the source. Each composite shall consist of five samples taken around the stockpile using a tube 6 feet in length and 1.5 inches in diameter. The five samples shall be combined and quartered (see Table 2). Testing of the quartered composite shall include a sieve analysis at half phi intervals using the #4 sieve through the #230 sieve, including the #200 sieve. Results shall be presented in grain size distribution curve and tabular format and include mean grain size, sorting, color, and % fines. Results shall be certified by a Florida licensed professional engineer or by a Florida licensed professional geologist.
- b. Immediately upon request by the COUNTY representative, the CONTRACTOR shall measure the moisture content of the stockpile at the source to verify compliance with Section 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 available to the COUNTY upon request.

- 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 within the COUNTY'S inspection reports. If determined necessary by the COUNTY, additional Certified Sand Quality Testing shall be conducted for grain size, % fines, % organics, moisture content, and color for any load sample that does not pass the visual evaluation. All costs associated with additional Certified Sand Quality Testing shall be the sole responsibility of the CONTRACTOR. Geotechnical analysis results shall be provided to the COUNTY within two (2) days as specified in Section 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.

The scales used for weighing the trucks shall be certified by the Florida Department of Agriculture. The CONTRACTOR shall provide a computer-generated scale ticket for each truckload recording the net weight of material in the truck, the date and time of loading, the load number, and the Work Order project name; these tickets shall document the delivered fill quantity under Bid Item 1.

During construction, by 10:00 a.m. each day, the CONTRACTOR shall provide to the COUNTY duplicate scale tickets of all truckloads delivered during the previous day and a daily log of the previous day including (1) a summary table of all truckloads of sand delivered to the site during the previous day, including the net weight and the location of delivery for each truckload, and (2) the total tonnage of sand delivered during the previous day. With the CONTRACTOR'S requests for payment under Bid Item 1, the CONTRACTOR shall provide the COUNTY with electronic logs of all weight tickets from the mine.

2 Transport & Delivery of Material (Bid Items 2, 3)

Under Bid Items 2 and 3, the CONTRACTOR shall provide labor and equipment necessary to transport and deliver material from the loading site (either CONTRACTOR'S primary sand source or COUNTY'S sand source, per the Work Order) to the designated delivery site. The CONTRACTOR'S primary sand source is the original mine source submitted with the CONTRACTOR'S bid. The COUNTY'S sand source may be a COUNTY-controlled site with suitable material or a mine source under contract with the COUNTY (COUNTY-supplied sand). Loading and delivery sites shall be determined in the Work Order.

No overflow or spillage of material shall be permitted during transport to the delivery site. All trucks shall be covered in order to prevent spillage. If the CONTRACTOR fails to prevent spillage during transport, the CONTRACTOR shall suspend transport operations and promptly repair equipment or change operations to prevent spillage prior to resumption of transport operations.

To minimize the risk of spillage or leakage, all loads picked up at the assigned location must be transported immediately and delivered directly to the offloading site. The CONTRACTOR shall

ensure that any material attributable to his hauling operation and accidentally deposited on haul routes is promptly removed. Under no circumstances shall a driver take any load to any other location for delivery.

One-way hauling distances will be determined by the COUNTY per Work Order using standard computer-based mapping services (e.g., 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 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 place and grade material for dune and beach restoration. Payment for Bid Items 4 through 9 shall be based on material 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 (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. 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 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 COUNTY'S inspection report. The CONTRACTOR shall immediately notify the COUNTY of any sampling event that fails to comply with the technical standards outlined in Section B1. All sampling, testing, and reporting shall be conducted using established industry standards (as in Table 2) and shall be certified by a professional engineer or professional geologist registered in the State of Florida. The COUNTY reserves the option to accompany the CONTRACTOR during any or all sand quality sampling and testing activities. The frequency of sampling events shall be identified by the COUNTY on the approved Work Order. Additional Certified Sand Quality Testing or re-testing as a result of any sampling event in which the sample fails to comply with the technical standards as outlined in Section B1 shall be the responsibility of the CONTRACTOR and shall be performed at no additional cost to the COUNTY.

9 Excavation to Grade and Load for On-Site Transport (Bid Item 18)

Under Bid Item 18, the CONTRACTOR shall provide all equipment, materials, and labor necessary to excavate and load material into trucks and establish a final grade to the excavation area designated by the COUNTY. Beach quality sand and spoil material shall be separated as instructed by the COUNTY and transported or stockpiled at on-site locations designated by the COUNTY. Payment for this item shall be per cubic yard measured from an in-bank calculation based on the CONTRACTOR'S pre- and post-construction surveys or by other mutually agreeable method of measurement for that Work Order.

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 equipment provided by the CONTRACTOR shall be sufficient to keep pace with the arrival of trucks and to avoid stockpiling or double handling of material. Payment for this item shall be per ton based on a mutually agreeable method of measurement for that Work Order.

11 Material Grading (Bid Item 20)

Under Bid Item 20, the CONTRACTOR shall mobilize, demobilize, and operate equipment as necessary to grade on-site material as designated by the COUNTY. Payment for this item shall be per cubic yard based on an in-bank calculation of the volume of material graded as determined by the CONTRACTOR'S pre- and post-construction surveys or by other mutually agreeable method of measurement for that Work Order.

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.

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.

C ALTERNATE BID ITEMS

1 Haul Road Construction and Removal (Alternate Bid Items 1A, 2A)

Under Alternate Bid Item 1A, the CONTRACTOR shall provide the equipment and materials approved by the County necessary to build a minimum 20 ft. wide temporary road capable of supporting the weight of multiple loaded trucks at the designated access and staging areas. The CONTRACTOR shall build and maintain this road throughout the project by grading or with additional base material. Under Alternate Bid Item 2A, the CONTRACTOR shall provide the equipment necessary to remove a haul road. It is the responsibility of the CONTRACTOR to provide any necessary containers and/or trucks to remove the base material from the site and dispose of the material at an appropriate offsite location approved by the COUNTY. Burial of base material is prohibited unless otherwise approved by the COUNTY. Payment for these items shall be per linear foot of road built or removed.

2 Temporary Road Mat System (Alternate Bid Item 3A)

Under Alternate Bid Item 3A, the CONTRACTOR shall mobilize, utilize, and demobilize high strength, fully recyclable, interlocking poly or plastic mats for heavy equipment access in the staging areas and construction access(es) as necessary over adverse ground surfaces. The system shall be capable of supporting multiple loaded trucks and any other heavy equipment mobilized and traversing the area requiring the mats for that Work Order. Minimum dimensions of each mat shall be four (4) feet by eight (8) feet, and each mat shall cover an area of thirty-two (32) square feet. Payment for this item shall be per ten (10) mats/week based on a mutually agreeable method of measurement for that Work Order.

3 Sand Screener (Alternate Bid Item 4A)

Under Alternate Bid Item 4A, the CONTRACTOR shall mobilize, operate, and demobilize a mobile track screening plant for the processing of sand, shell, gravel, topsoil, crushed stone, roots, and larger materials. The sand screener shall be a mobile track screening plant with a double deck screen and shall be capable of processing a minimum of 500 tons per hour of feed material to three-quarter inch ($\frac{3}{4}$ ") diameter. Payment for this item shall be per ton based on a mutually agreeable method of measurement for that Work Order.

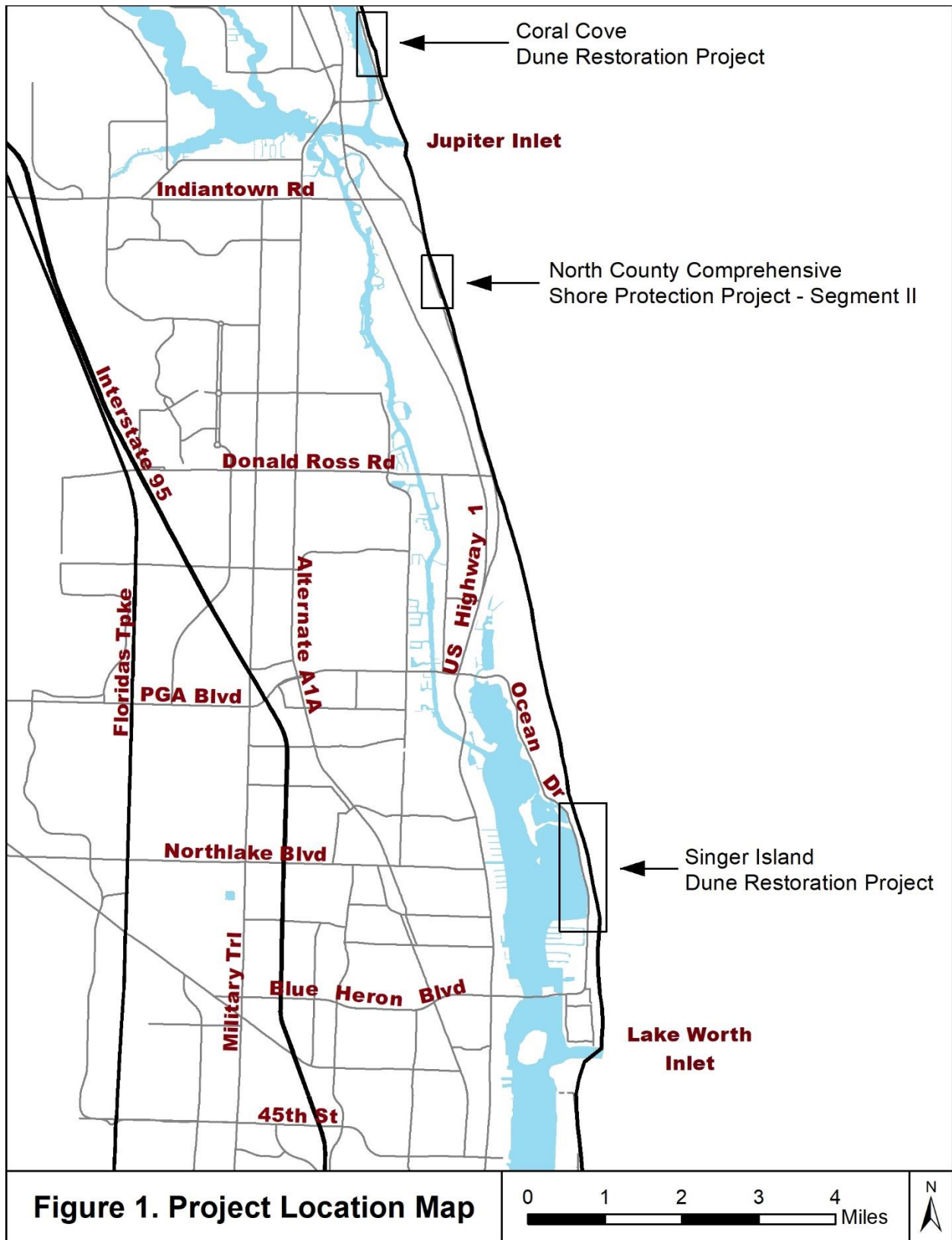
4 Supply and Install Silt Fence (Alternate Bid Item 5A)

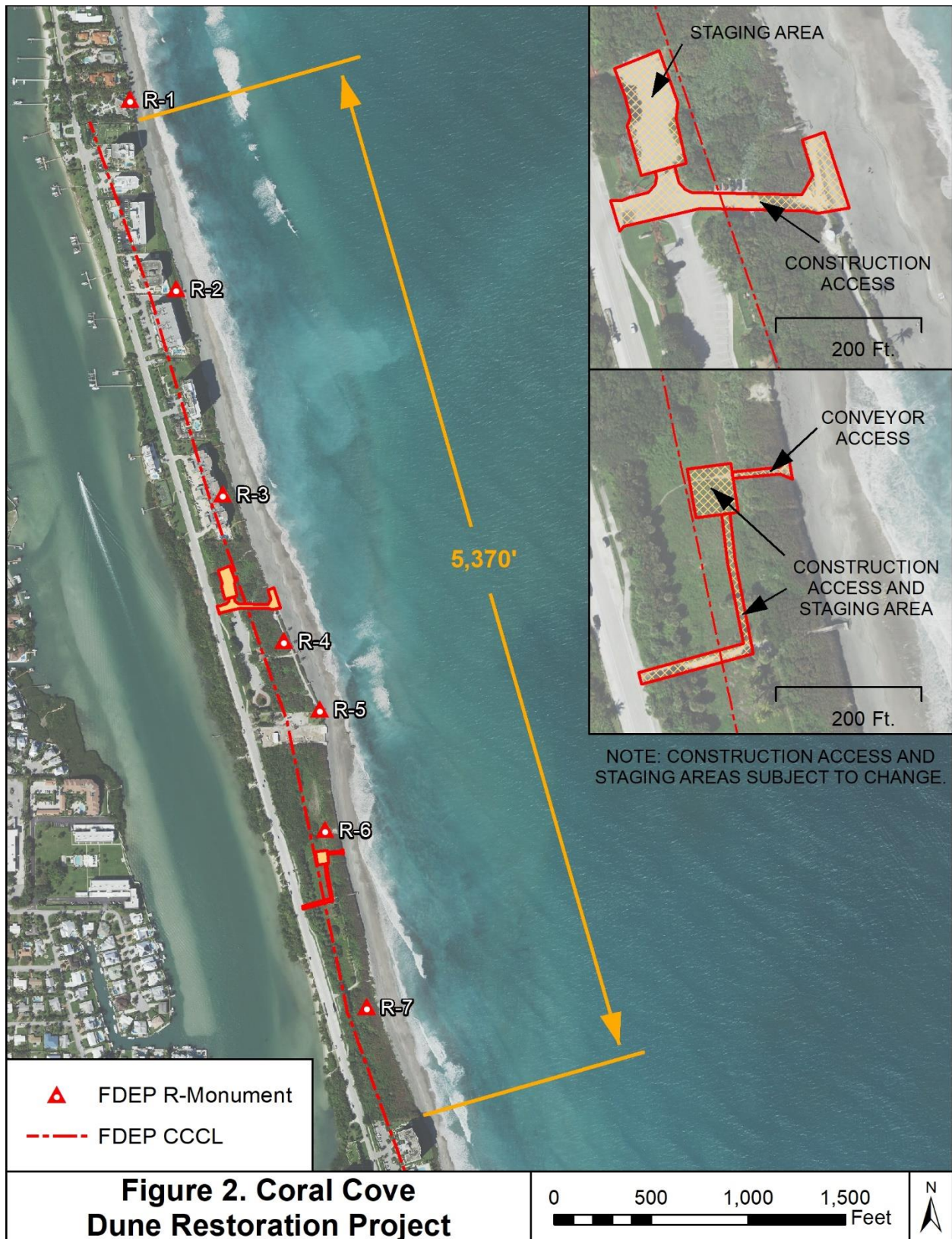
Under Alternate Bid Item 5A, silt fence shall be installed in accordance with National Pollutant Discharge Elimination System (NPDES) and Florida Department of Environmental Protection (DEP) Coastal Construction Control Line (CCCL) permit requirements and as directed by the COUNTY. Payment for this item shall be per linear foot of silt fence installed.

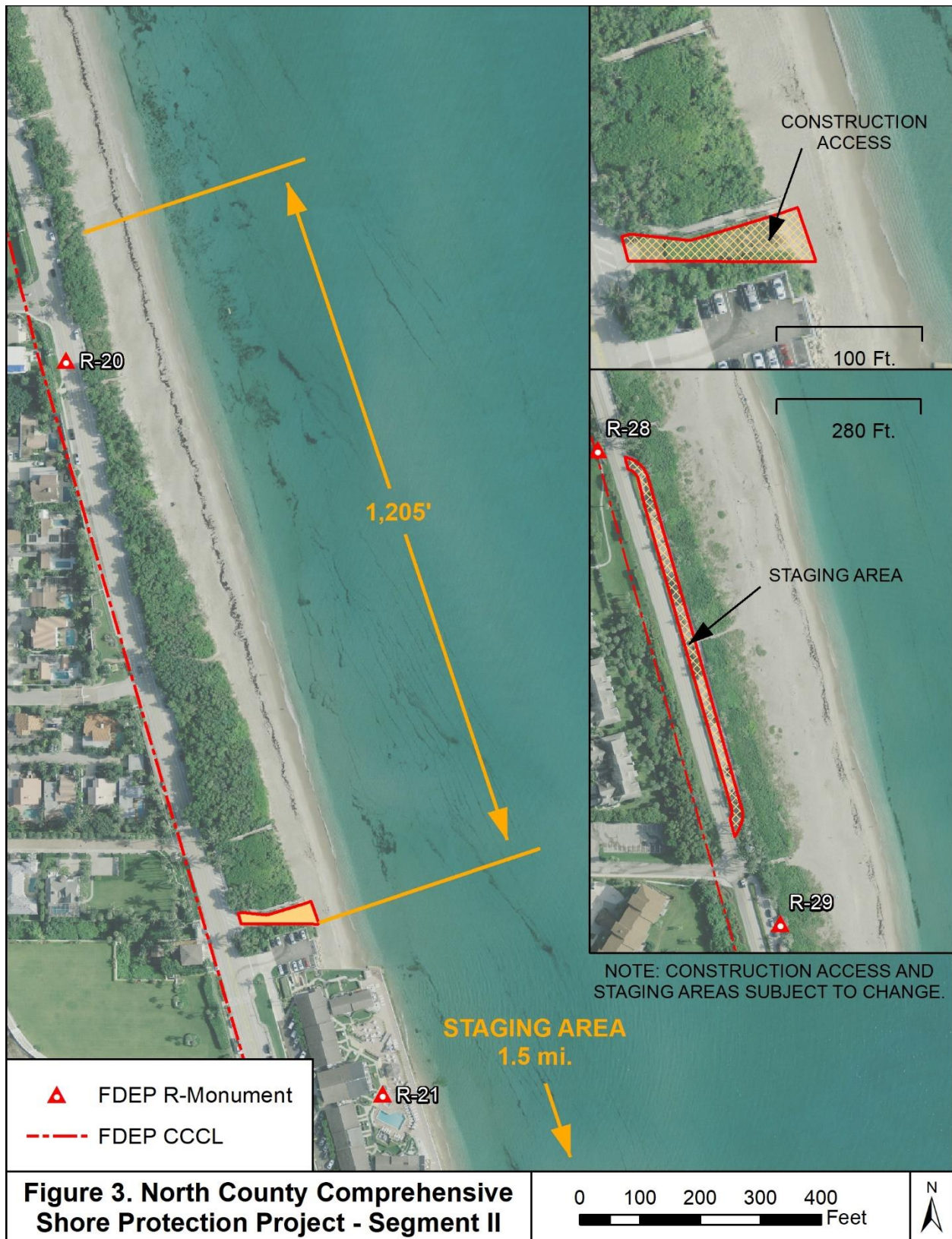
5 Pre-/Post-Construction Survey Transects (Alternate Bid Item 6A)

Under Alternate Bid Item 6A, the CONTRACTOR shall obtain the services of a land surveying CONSULTANT registered in the State of Florida to perform pre- and post-construction surveys. The CONSULTANT shall conduct surveys in accordance with Florida Statutes and other applicable local, state, and federal standards. Elevations along each transect line shall be taken at twenty-five (25) foot intervals, at any elevation change greater than one foot, and/or at all grade breaks. The total number and location of transect lines shall be identified on the drawings associated with the Work Order. Typical transect lines shall be surveyed at approximately 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.







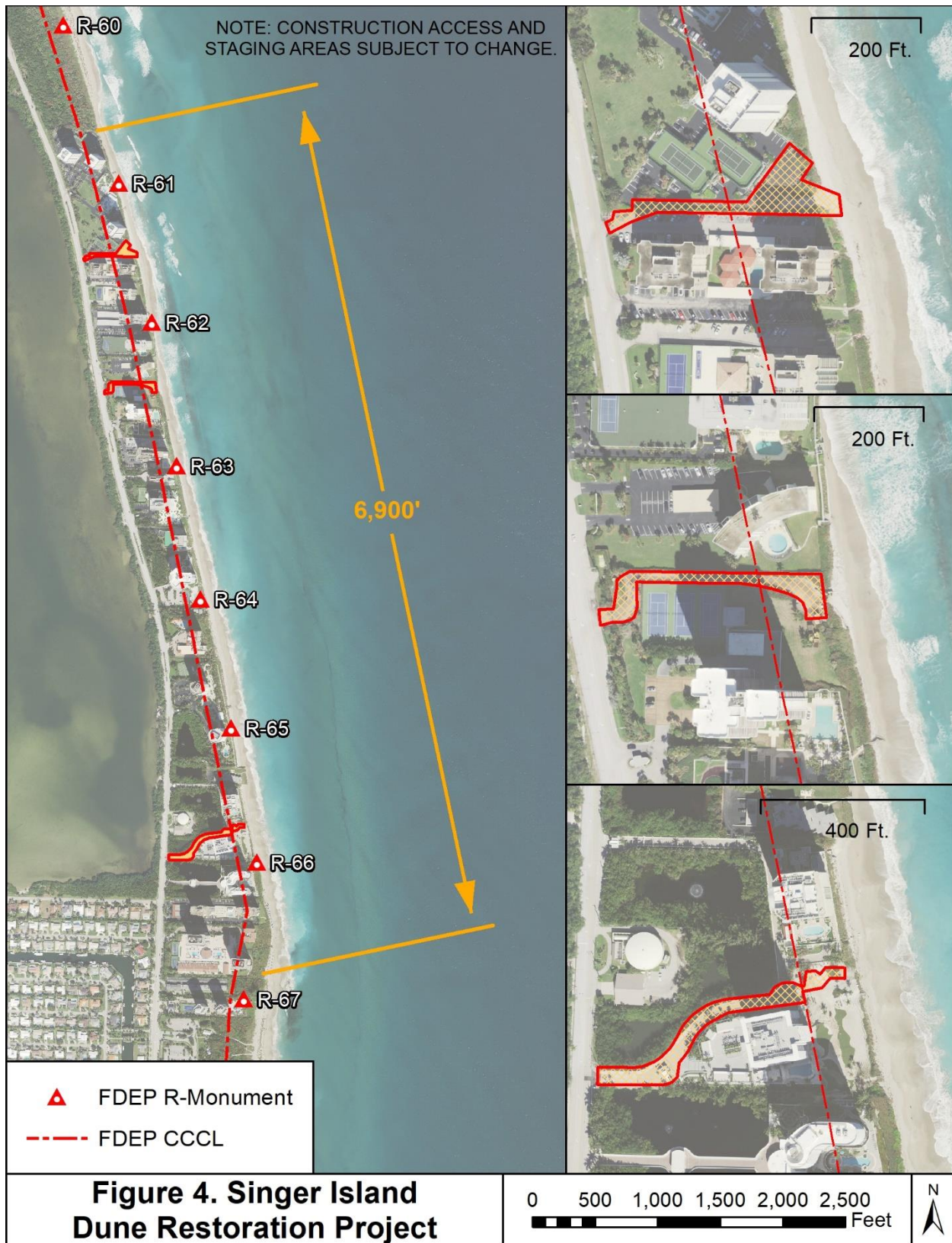


TABLE 1 SCHEDULE OF ESTIMATED QUANTITIES										
Palm Beach County Dune and Beach Restoration Annual Contract Project No. 2021ERM01					Year 1		Year 2		Year 3	
BASE BID ITEMS		UNIT	Coral Cove Dune	Various Dune Projects	Singer Island Dune	NCCSPP Segment II Dune	Various Dune Projects	Various Dune Projects	TOTAL QTY	
1	SUPPLY SAND	TON	38,400	80,000	52,000	12,100	80,000	80,000	342,500	
2	TRANSPORT AND DELIVERY OF MATERIAL (FIRST TON-MILE) ¹	TON-MILE	38,400	84,000	52,000	12,100	84,000	84,000	354,500	
3	TRANSPORT AND DELIVERY OF MATERIAL (ADDITIONAL TON-MILE) ²	TON-MILE								
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	14,400	46,000	32,800	10,000	46,000	46,000	195,200	
7	BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)	TON	14,400	22,000	10,000	2,100	22,000	22,000	92,500	
8	BEACH PLACE AND GRADE (2000'-3000' FROM ACCESS)	TON	9,600	15,000	8,200	-	15,000	15,000	62,800	
9	BEACH PLACE AND GRADE (>3000' FROM ACCESS)	TON	-	1,000	1,000	-	1,000	1,000	4,000	
10	SITE PREPARATION & RESTORATION	CONSTRUCTION/ACCESS	1	3	3	1	3	3	14	
11	SUPPLY, DELIVERY, AND INSTALLATION OF SOD	SY	-	750	1,600	150	750	750	4,000	
12	REPAIR/REPLACE IRRIGATION	LF	-	50	100	-	50	50	250	
13	SCARP MANAGEMENT	LF	1,000	3,000	2,000	-	3,000	3,000	12,000	
14	COMPACTION MANAGEMENT	SY	-	1,700	-	-	1,700	1,700	5,100	
15	DEBRIS REMOVAL	TON	20	7	25	10	7	7	76	
16	MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC	WORK ORDER	1	1	1	1	1	1	6	
17	CERTIFIED SAND QUALITY TESTING	SAMPLING EVENT	45	4	60	10	4	4	127	
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	TON	-	4,000	-	-	4,000	4,000	12,000	
20	MATERIAL GRADING	CY (IN-BANK)	-	1,000	-	-	1,000	1,000	3,000	
21	TURBIDITY CONTROL AND MONITORING	DAY	-	15	-	-	15	15	45	
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					Year 1		Year 2		Year 3	
ALTERNATE BID ITEMS		UNIT			Coral Cove Dune	Various Dune Projects	Singer Island Dune	NCCSPP Segment II Dune	Various Dune Projects	TOTAL QTY
1A	HAUL ROAD CONSTRUCTION	LF	-	170	150	-	170	170	660	
2A	HAUL ROAD REMOVAL	LF	-	170	150	-	170	170	660	
3A	TEMPORARY ROAD MAT SYSTEM	10 MATS/WEEK	-	3	-	-	3	3	9	
4A	SAND SCREENER	TON	-	4,000	-	-	4,000	4,000	12,000	
5A	SUPPLY/INSTALL SILT FENCE	LF	-	70	-	-	70	70	210	
6A	PRE-/POST-CONSTRUCTION SURVEY	TRANSECT	12	10	12	6	10	10	60	
Each Alternate Bid Item shall include mobilization/demobilization in its unit price.										

Table 2 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	$\leq 0.90\phi$	Inclusive graphic standard deviation	NA	NA
%Organics	$\leq 1\%$ by weight	Loss on ignition ³ or D2974		
%Moisture	$\leq 10\%$	Moisture meter or D2216		
%Carbonate	<45% by weight	Loss on ignition ³ or D4373		
%Fines passing #200 sieve (<0.074 mm)	$\leq 1\%$ by weight	Wet sieve	D1140 or C117	
%Fines passing #230 sieve (<0.062 mm)	$\leq 0.60\%$ by weight	Wet sieve	D1140 or C117	
%Fine gravel (4.76-19.0 mm)	$\leq 5\%$ by weight	Dry sieve	D422 or C136	T27
%Coarse gravel (19.0-76.0 mm)	0%	Dry sieve	D422 or C136	T27
%Cobble (> 76 mm)	0%	Dry sieve	D422 or C136	T27

¹American Society for Testing and Materials²American Association of State Highway and Transportation Officials³Dean, 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:

Turbidity monitoring report(s)

Official weather report (as necessary for claimed weather delays)

Stake log

Progress survey(s)

Photo(s)

ATTACHMENT B
TURBIDITY MONITORING REPORT

Work Order No.: _____ Work Order Name: _____

NOTE: See Permit for Turbidity Controls and Monitoring Specific Conditions.

Sampling Event: _____

LOCATION INFORMATION:

Active Placement Location: _____ Longitude: _____ Latitude: _____

WEATHER AND WATER OBSERVATIONS:

Weather Conditions: _____

Wind Velocity: _____ Wind Direction: _____

Ocean Current Direction: _____ Tidal Stage: (incoming, outgoing, slack) _____

Predicted Tidal Stage (EST) High: _____ Low: _____ High: _____ Low: _____

TURBIDITY SAMPLING

Field Parameter	Compliance Station		Background Station	
	Surface	Mid-Depth	Surface	Mid-Depth
GPS Coordinates				
Collection Depth				
Depth of Water Body				
Collection Time				
Analysis Time				
Analysis Date				
Turbidity (NTU)				

Net Turbidity for Sampling Event 1 of 1 (NTUs): Surface: _____ Mid-Depth: _____

TURBIDITY REVIEW

Compliance - Background (NTU) = _____

Compliance NTU did _____ or _____ did not exceed Background NTU by more than 29 NTU.

Comments on Sampling Event:

STATION LOCATIONS AND PLUME CONFIGURATION, IF A PLUME IS PRESENT, ARE SHOWN ON THE ATTACHED MAP.

I certify that these data are authentic; that the analytical instrumentation has been calibrated with appropriate standards; and that the methods of sample collection, handling, storage and analysis have been as specified Quality Assurance Plan for this project and are in compliance with all required permits.

Signature: _____ Date: _____

**ATTACHMENT C
ENGINEER'S ESTIMATES**

				ERM Estimate	
	BASE BID ITEMS	QUANTITY (2 YEARS)	UNIT	UNIT COST	TOTAL COST
1	SUPPLY SAND	262,500	TON	\$ 13.00	\$ 3,412,500.00
2	TRANSPORT AND DELIVERY OF MATERIAL (FIRST TON-MILE) ¹	270,500	TON-MILE	2.00	541,000.00
3	TRANSPORT AND DELIVERY OF MATERIAL (ADDITIONAL TON-MILE)	SEE "A" BELOW	TON-MILE	0.25	5,680,500.00
4	CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)	26,000	TON	2.25	58,500.00
5	ADDITIONAL 100' OF CONVEYOR	26,000	TON	2.50	65,000.00
6	BEACH PLACE AND GRADE (<1000' FROM ACCESS)	149,200	TON	3.25	484,900.00
7	BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)	70,500	TON	4.00	282,000.00
8	BEACH PLACE AND GRADE (2000'-3000' FROM ACCESS)	47,800	TON	5.00	239,000.00
9	BEACH PLACE AND GRADE (>3000' FROM ACCESS)	3,000	TON	6.00	18,000.00
10	SITE PREPARATION & RESTORATION	11	CONSTRUCTION ACCESS	2,000.00	22,000.00
11	SUPPLY, DELIVERY, AND INSTALLATION OF SOD	3,250	SY	5.50	17,875.00
12	REPAIR/REPLACE IRRIGATION	200	LF	12.00	2,400.00
13	SCARP MANAGEMENT	9,000	LF	0.75	6,750.00
14	COMPACTION MANAGEMENT	3,400	SY	0.50	1,700.00
15	DEBRIS REMOVAL	69	TON	60.00	4,140.00
16	MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC	5	WORK ORDER	5,000.00	25,000.00
17	CERTIFIED SAND QUALITY TESTING	123	SAMPLING EVENT	450.00	55,350.00
18	EXCAVATION TO GRADE AND LOAD FOR ONSITE TRANSPORT	6,250	CY (IN-BANK)	2.00	12,500.00
19	LOAD FOR OFFSITE TRANSPORT	8,000	TON	2.00	16,000.00
20	MATERIAL GRADING	2,000	CY (IN-BANK)	1.50	3,000.00
21	TURBIDITY CONTROL AND MONITORING	30	DAY	450.00	13,500.00
			BASE BID		\$ 10,961,615.00
	ALTERNATE BID ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL COST
1A	HAUL ROAD CONSTRUCTION	490	LF	\$ 20.00	\$ 9,800.00
2A	HAUL ROAD REMOVAL	490	LF	10.00	4,900.00
3A	TEMPORARY ROAD MAT SYSTEM	6	10 MATS/WEEK	1,000.00	6,000.00
4A	SAND SCREENER	8,000	TON	7.50	60,000.00
5A	SUPPLY/INSTALL SILT FENCE	140	LF	5.00	700.00
6A	PRE-/POST-CONSTRUCTION SURVEY	50	TRANSECT	1,200.00	60,000.00
			ALTERNATE BID		\$ 141,400.00
			BASE BID + ALTERNATE BID		\$ 11,103,015.00
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, within 1 mile of the project, in Line Item 2 for Various Dune Projects in each year.					
QUANTITY CALCULATION FOR BASE BID ITEM 3					
A	DISTANCE FROM BIDDER'S SAND SOURCE TO PBC VISTA CTR, 2300 N JOG ROAD, WPB, FL 33411-2743			85	MILES
	QUANTITY FOR BASE BID ITEM 3 = (A - 1 MILES) * 270,500 TONS			22,722,000	TON-MILES