

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** July 21, 2009 (X) Consent ( ) Regular  
( ) Workshop ( ) Public Hearing

**Department**

**Submitted By:** Environmental Resources Management  
**Submitted For:** Environmental Resources Management

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: **A)** Amendment No. 1 to the Primary Contract for the Palm Beach County Annual Dune & Wetlands Restoration Project No. 2008ERM02 (R2008-1666) with Eastman Aggregate Enterprises, LLC (Eastman) to increase the Contract by \$305,880 to a not-to-exceed amount of \$4,603,334 and extend the Contract for two (2) years and add bid items; **B)** Amendment No. 1 to the Secondary Contract for the Palm Beach County Annual Dune & Wetlands Restoration Project No. 2008ERM02 (R2008-1666.1) with Rio-Bak Corporation (Rio-Bak) to extend the Contract for two (2) years; and **C)** Work Supplement No. 1666-03A to Palm Beach County Annual Dune & Wetlands Restoration Project No. 2008ERM02 (R2008-1666) with Eastman in the amount of \$182,885 to provide additional services for the Ibis Isle Restoration Project (R2009-1005).

**Summary:** The BCC approved two (2) annual construction Contracts for the Palm Beach County Annual Dune & Wetlands Restoration Project No. 2008ERM02 (R2008-1666, -1666.1) on September 23, 2008. Eastman was issued three (3) work orders totaling \$1,207,074; Rio-Bak has not received any. Staff requests Board approval of Amendment No. 1 to extend the Eastman and Rio-Bak Contracts, to increase the amount of work for the Eastman Contract (R2008-1666) by \$305,880, and to add new bid items to the Eastman Contract Bid Schedule incidental primarily to the Ibis Isle Restoration Project. The increased Contract amount is based on estimated project expenses. Small Business Enterprise (SBE) goals of 16.14% as set forth in the Eastman Contract and 10.19% as set forth in the Rio-Bak Contract will remain in effect. Eastman's SBE participation to-date is 28.25%. Work Supplement No. 1666-03A will authorize Eastman to place rock at the Ibis Isle Restoration Project (R2009-1005) and implement water quality and wetland protective measures. The Work Supplement is funded by grants through the Lake Worth Lagoon Partnership Program (R2007-2279), a 2007 State appropriation (R2009-0574) and Manatee Protection Program funds as match. Countywide (JM)

**Background and Justification:** On September 23, 2008, the Board approved annual contracts with Eastman (R2008-1666) and Rio-Bak (R2008-1666.1) for dune and wetland restoration projects. The Contract period may be extended for a defined period of time, not to exceed thirty-six months total Contract Time, upon approval by the Contractor and the Board. New bid items include rock, wetland and water quality protection measures and project-specific survey work necessary to complete the Ibis Isle Restoration Project, which has a shortened construction schedule due to a grant deadline. On June 16, 2009, the Board authorized Work Order No. 1666-03 (R2009-1005) to complete the capping and excavation portion associated with the Ibis Isle Restoration Project. Work Supplement No. 1666-03A includes additional work needed to complete the habitat restoration project.

**Attachments:**

1. Amendments with Contract History
2. Work Supplement No. 1666-03A with Contract History
3. Contracts and Bid Schedules (Contract-1, 2; Bid Form-6C)

**Recommended by:**

Richard E. Wolinsky  
Department Director

7/11/09  
Date

**Approved by:**

W. H. Miller  
County Administrator

7-13-09  
Date

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	<u>305,880</u>				
<b>External Revenues</b>					
<b>Program Income (County)</b>					
<b>In-Kind Match (County)</b>					
<b>NET FISCAL IMPACT</b>	<u>305,880</u>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

**Is Item Included in Current Budget?** Yes X No \_\_\_\_\_  
**Budget Account No.:** Fund 1226 Department 380 Unit 3074 Object 3401  
 Budget for Work Supplement

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Beach Improvement Fund, Natural Areas Fund and Environmental Enhancement Fund upon issuance of work order

C. Department Fiscal Review: *J. Webb 6/30/09*

### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

OFMB 7/8/09  
11/09 SN 7/09 CN 7/2/9

An. J. Jacob 7/10/09  
Contract Development and Control  
E. Jones 7/10/09

**B. Legal Sufficiency:**

*[Signature]* 7/13/09  
Assistant County Attorney

The amendments and Work Supplement comply with our review requirements.

**C. Other Department Review:**

**Department Director**

**AMENDMENT NO. 1 TO THE ANNUAL DUNE & WETLANDS  
RESTORATION CONTRACT, PROJECT NO. 2008ERM02  
DATED SEPTEMBER 23, 2008 BY AND BETWEEN  
EASTMAN AGGREGATE ENTERPRISES, LLC AND PALM BEACH COUNTY  
District #: Countywide**

THIS AMENDMENT to the Annual Dune & Wetlands Restoration Contract dated September 23, 2008 (R2008-1666) (hereinafter "CONTRACT") by and between Eastman Aggregate Enterprises, LLC, a Florida limited liability corporation (hereinafter "CONTRACTOR") and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida (hereinafter "COUNTY").

**W I T N E S E T H**

WHEREAS, on September 23, 2008, the CONTRACTOR and COUNTY entered into an Annual Contract for Work to be authorized by Work Order on an as-needed basis, up to a maximum amount for all Work Orders not to exceed the amount of \$4,297,454.00 (hereinafter "CONTRACT PRICE"), for the restoration of dune and wetland projects throughout Palm Beach County; and

WHEREAS, Instruction to Bidders Section 15.7 of the CONTRACT provides that the CONTRACT may be extended, at the COUNTY'S option for a defined period of time, not to exceed a total of thirty-six months, if the CONTRACTOR and the COUNTY agree; and

WHEREAS, Articles 42 and 43 of the General Conditions in the CONTRACT provide that Work may be added or revised, unit quantities may be increased or decreased, and the CONTRACT PRICE may be increased; and

**AMENDMENT NO. 1 TO ANNUAL DUNE & WETLANDS RESTORATION CONTRACT**  
**PALM BEACH COUNTY PROJECT NO. 2008ERM02**  
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WHEREAS, by this AMENDMENT, the CONTRACTOR and the COUNTY mutually agree to (a) extend the CONTRACT two years, (b) increase the CONTRACT PRICE, (c) revise the CONTRACT Technical Specifications for additional or revised Work, and (d) add Revised Bid Schedule to the CONTRACT, with all original terms, conditions and unit prices adhered to, except as modified herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT, dated September 23, 2008 between the CONTRACTOR and the COUNTY is hereby amended to extend the expiration date of the CONTRACT to September 22, 2011.
3. The CONTRACT is hereby amended to increase the CONTRACT PRICE from \$4,297,454.00 to \$4,603,334.00.
4. The CONTRACT is hereby amended by adding the attached Revised Bid Schedule, Page BID FORM-6D, which is incorporated herein, replaces the CONTRACT Bid Schedule, page BID FORM-6C.
5. The CONTRACT is hereby amended by revising page 8A of the Technical Specifications, Section 1.6 Layout of Work/Staking, Last Paragraph as follows:

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**AMENDMENT NO. 1 TO ANNUAL DUNE & WETLANDS RESTORATION CONTRACT**  
**PALM BEACH COUNTY PROJECT NO. 2008ERM02**  
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Pre and post construction surveys shall ~~may~~ be conducted by either the COUNTY or CONTRACTOR. Verification of ~~these~~ pre and post construction surveys conducted by the COUNTY is the responsibility of the CONTRACTOR. Intermediate surveys for payment are the responsibility of the CONTRACTOR.

6. The CONTRACT is hereby amended by adding the attached Sections 2 through 6 (pages 10-25), which are incorporated herein, to the Technical Specifications.
7. It is the intent of the parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
8. All other provisions of the CONTRACT shall remain in full force and effect.

(Remainder of page intentionally left blank)

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**AMENDMENT NO. 1 TO ANNUAL DUNE & WETLANDS RESTORATION CONTRACT**  
**PALM BEACH COUNTY PROJECT NO. 2008ERM02**  
**Page 4**

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

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

By: \_\_\_\_\_  
John F. Koons, Chairman

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Chief Asst. County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

Richard E. Walesky  
Richard E. Walesky, Director  
Dept. of Environmental Res. Mgmt.

Eastman Aggregate Enterprises, LLC  
Contractor

Lisa Eastman  
(witness signature)

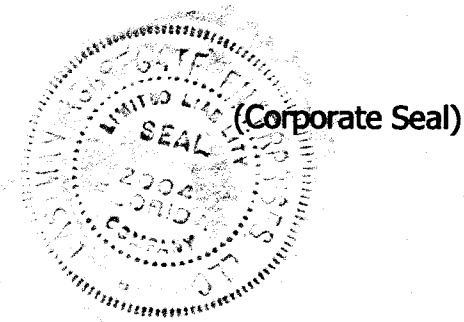
Lisa Eastman  
(witness name printed)

By: Bernard Eastman  
(signatory)

Bernard Eastman  
(print signatory's name)

Its: Managing Member  
(print title)

20-1556749  
Federal Tax No.



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## REVISED BID SCHEDULE

PROJECT NUMBER: 2008ERM02

PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration Project

CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

DATE: July 21, 2009

REVISED BID SCHEDULE					
Annual Dune & Wetlands Restoration Construction					
Bid Item	Description	Quantity	Units	Unit Price	TOTAL AMOUNT
<b>Sand Supply</b>					
1a	Supply Sand (<50,000 tons) <sup>2</sup>	70,000	Ton	9.78	\$ 684,600.00
1b	Supply Sand (>50,000 tons) <sup>2</sup>	90,000	Ton	9.78	\$ 880,200.00
<b>Wetland Restoration</b>					
2	Excavation to Grade	65,000	yd <sup>3</sup> (in-bank)	1.31	\$ 85,150.00
3a	Dewatering	3	Day	945.00	\$ 2,835.00
3b	Additional 100' Dewatering Pipe	9	Day	525.00	\$ 4,725.00
4	Transport Material On-site	90,000	yd <sup>3</sup> (in-bank)/1000'	2.84	\$ 255,600.00
5	Loading for Offsite Transport	10,000	Ton	0.68	\$ 6,800.00
6	Material Grading	140,000	yd <sup>3</sup> (in-bank)	0.74	\$ 103,600.00
7a	Haul Road Construction	250	Linear ft	11.03	\$ 2,757.50
7b	Haul Road Removal	250	Linear ft	2.89	\$ 722.50
<b>Hauling</b>					
8a	Transport and Delivery (first ton-mile) <sup>2,3</sup>	160,000	Ton-Mile	1.05	\$ 168,000.00
8b	Transport and Delivery (additional ton-mile) <sup>1,2,3,4</sup>	9,280,000	Ton-Mile	0.16	\$ 1,484,800.00
<b>Beach/Dune Placement</b>					
9a	Conveying of Material (Initial 300' with hopper/unloader)	70,000	Ton	1.70	\$ 119,000.00
9b	Additional 100' of Conveyor	30,000	Ton	0.37	\$ 11,100.00
10a	Beach Place and Grade (<1000' from access)	103,900	Ton	1.68	\$ 174,552.00
10b	Beach Place and Grade (1000'-2000' from access)	38,000	Ton	3.05	\$ 115,900.00
10c	Beach Place and Grade (>2000' from access)	18,100	Ton	3.72	\$ 67,332.00
11a	Site Preparation & Restoration	8	Work Order	2100.00	\$ 16,800.00
11b	Supply, Delivery and Installation of Sod	2,000	yd <sup>2</sup>	2.10	\$ 4,200.00
11c	Repair/Replace Irrigation	500	Linear ft	2.10	\$ 1,050.00
12	Scarp and Compaction Maintenance	47,000	yd <sup>2</sup>	2.10	\$ 98,700.00
13	Debris Removal	50	Ton	23.10	\$ 1,155.00
14	Maintenance of Traffic	5	Work Order	1575.00	\$ 7,875.00
<b>TOTAL BASE BID AMOUNT:</b>					<b>\$ 4,297,454.00</b>
<b>Alternate Bid Items</b>					
15a	Supply/Install Bedding/Chinking Stone	1,500	Ton	62.00	\$ 93,000.00
15b	Supply/Install Armor Stone	1,500	Ton	70.00	\$ 105,000.00
16a	Supply/Install Turbidity Curtain	1,200	Linear ft	11.00	\$ 13,200.00
16b	Maintain/Reset Turbidity Curtain	1,200	Linear ft	5.00	\$ 6,000.00
17	Turbidity Monitoring/Reporting	100	Day	150.00	\$ 15,000.00
18	Supply/Install Filter Fabric	108,000	ft <sup>2</sup>	0.34	\$ 36,720.00
19	Supply/Install Silt Fence	2,400	Linear ft	2.00	\$ 4,800.00
20	Pre/Post-Construction Survey Team <sup>5</sup>	120	Hour	223.00	\$ 26,760.00
21	Portable Sand Quality Lab with Technician	72	Hour	75.00	\$ 5,400.00
<b>TOTAL ALTERNATE BID AMOUNT:</b>					<b>\$ 305,880.00</b>
<b>TOTAL BASE &amp; ALTERNATE BID AMOUNT:</b>					<b>\$ 4,603,334.00</b>

Each Bid Line Item shall include mobilization/demobilization in the unit price.

<sup>1</sup>Additional ton-miles are calculated starting 1 mile from the source loading site and continuing to the project staging location. Does not include return to source loading site.

<sup>2</sup>The County reserves the right to disqualify any source proposed by a Bidder should the hauling costs from a distant source outweigh the benefits of using the less expensive source.

<sup>3</sup>Bidder's mileage from sand source to PBC Government Center, 301 N. Olive Avenue, West Palm Beach, FL 33401: .93 miles

<sup>4</sup>Evaluation of hauling costs will be based on the Unit Price to haul 100,000 tons multiplied by the mileage from the proposed sand source.

The County will evaluate Line Item 8b by substituting Bidder's Total Amount for this Line Item with the product of:

Bidder's Sand Source Mileage to PBC Government Center AND 100,000 Tons AND Bidder's Unit Price. The tonnage and mileage quantities used in the following example are not be construed as actual quantities anticipated for the Contract. This is for Evaluation Purposes only.

EXAMPLE: 8 Miles from "Vista Mine" to PBC Gov't Center X 100,000 Tons X \$0.10/Ton-Mile = \$80,000

<sup>5</sup>Survey Team comprised of 2 person survey crew, Professional Surveyor and Mapper, and CADD Tech.

**PBC ANNUAL DUNE & WETLANDS RESTORATION PROJECT NO. 2008ERM02**

**AMENDMENT NO. 1 TO TECHNICAL SPECIFICATIONS**

**2. LIMESTONE AND FILTER FABRIC (Bid Items 15 and 18)**

**2.1 GENERAL**

**2.1.1**     **SUBMITTALS:** The following shall be submitted to the COUNTY for review and written approval by the COUNTY prior to acceptance and delivery of materials to the work site:

**2.1.1.1**     **Data:**

a. **Armor Stone and Chinking Stone:** Submit the source

**2.1.1.2.**     **Test Reports:**

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

b. **Bulk Specific Gravity:** Submit a copy of bulk specific gravity test results for armor stone and chinking stone proposed to be furnished. The information shall be furnished prior to the preparation of pre-production demonstration stockpiles.

**2.1.1.3.**     **Certificates:**

a. **Armor Stone and Chinking Stone:** Submit certificates of compliance attesting that the materials meet specification requirements.

**2.1.2**     **TESTING AND STUDIES:**

**2.1.2.1.**     **Stone:**

a. **General:** All stone shall be durable material as approved by the COUNTY. The CONTRACTOR shall show that an adequate quantity of material is available from the proposed source. Stone shall be of a suitable quality to ensure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, blast fractures, bedding, seams and other defects that would tend to increase its deterioration from natural causes. If, by visual examination, it is determined that 10 percent or more of the stone produced contains hairline cracks, then all stone produced by the means and measures which caused the fractures shall be rejected. A hairline crack that is defined as being detrimental shall have a minimum width of 4 mil and shall be continuous for one-third the



dimension of at least two sides of the stone. The stone shall be clean and reasonably free from soil, quarry fines, and shall contain no refuse.

- b. Sources: Stone may be furnished from any source designated by the CONTRACTOR and accepted by the COUNTY, subject to the conditions herein stated. Satisfactory stone quality records on other work may be acceptable provided the tests were conducted within 2 years of the proposed start of stone placement and the stone is to be mined from the same portion of the quarry. Stone quality records shall show testing of the stone that meets the qualities in paragraph EVALUATION TESTING OF STONE below. If no such records are available, the CONTRACTOR shall conduct tests to assure the acceptability of the stone.

1. Selection of Source: The CONTRACTOR shall designate in writing a source or combination of sources from which he proposes to furnish stone. It is the CONTRACTOR'S responsibility to determine that the stone source or combination of sources selected is capable of providing the quality, quantities and gradation needed and at the rate needed to maintain the scheduled progress of the work. Samples for acceptance shall be tested in accordance with paragraph EVALUATION TESTING OF STONE below. If a source for stone so designated by the CONTRACTOR is not accepted for use by the COUNTY, testing of other sources shall be performed by the CONTRACTOR at no additional cost to the COUNTY.

2. Acceptance of Materials: Acceptance of a source of stone is not to be construed as acceptance of all material from that source. The COUNTY reserves the right to reject stones from certain localized areas, zones, strata, or channels, when such stones are unsuitable for stone as determined by the COUNTY. The COUNTY also reserves the right to reject individual stones at the quarry, all transfer points, and at the project construction site when such stones are determined to be unsuitable. During the course of the work, stones may be tested by the COUNTY.

2.1.3. CONSTRUCTION TOLERANCES: The finished surface and stone layer thickness shall not deviate from the lines and grades shown by more than 9

the tolerances listed below. Tolerances are measured perpendicular to the indicated neatlines. Extreme limits of the tolerances given shall not be continuous in any direction for more than five (5) times the nominal stone dimension nor for an area greater than 1000 square feet of the structure surface.

#### NEATLINE TOLERANCES

MATERIAL	ABOVE NEATLINE inches	BELOW NEATLINE inches
Armor Stone	3	6

The intention is that the work shall be built generally to the required elevations, slope and grade and that the outer surfaces shall be even and present a neat appearance. Placed material not meeting these limits shall be removed or reworked as directed by the COUNTY. Payment will not be made for excess material which the COUNTY permits to remain in place.

## 2.2. PRODUCTS

2.2.1. Acceptable geotextile: TC Mirafi Filterweave 700 or equivalent

2.2.2. Bedding/Chinking Stone: Bedding/Chinking stone shall be composed of tough, durable stone, adequately free from thin, flat and elongated pieces, and shall contain no organic matter or soft, friable particles in quantities considered objectionable by the COUNTY. All stones shall be roughly angular in shape, with the least dimension of any stone no less than one-third of its greater dimension. Gradation shall conform to the following requirements:

#### Bedding/Chinking Stone Gradation

Stone Size (in.)	Weight (lb.)	% of Stones Less than
6	11.5	100
5	6.7	70 - 80
4	3.4	25 - 35
3	1.4	0 - 5

2.2.3. Armor Stone: Armor stone shall be graded as shown below. Armor stone shall be hard, close grained, and free of cracks, seams or other imperfections which might adversely affect its durability when exposed to weathering and wave action. All stones shall be roughly angular in shape, with the least dimension of any stone no less than one-third of its greater

dimension. Flat stones will not be accepted. The inclusion of objectionable quantities of dirt, sand, clay and rock fines will not be permitted.

#### Armor Stone Gradation

Stone Size (ft.)	Weight (lb.)	% of Stones Less than
2.25	1,049	100
2.00	736	85 - 95
1.75	493	35 - 55
1.50	311	0

- 2.3. EVALUATION TESTING OF STONE: The tests to which the stone shall be subjected will include unit weight, absorption, sulfate soundness, abrasion, freezing and thawing, wetting and drying, and petrographic analysis in order to demonstrate that the stone is of a satisfactory quality. Stone shall meet the following requirements:

#### LIMESTONE ACCEPTANCE CRITERIA

##### STONE TYPE:

Test	ASTM	Armor Stone and Chinking Stone
Unit Weight	C-127	140 pcf
Absorption	C-127	Less than 8% loss
Sulfate Soundness	C-88 15 cycles	Less than 12% loss
LA Abrasion	C-535 1000 rev.	Less than 45% loss

##### 2.3.1. Gradation Test:

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

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

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

<u>Gradation</u>	<u>Minimum Sample</u>	<u>Number of Tests</u>
Armor Stone	50 Stones	1
Chinking Stone	50 Stones	1

- 2.3.2. Stone Stockpile: Storage areas designated on the drawings may be used for stockpiling of stone with approval of the COUNTY. If the CONTRACTOR elects to provide off-site stockpiling areas, the COUNTY shall be notified by the CONTRACTOR of all such areas. After being stockpiled, any stone which has become contaminated with soil or refuse shall not be put into the work unless the contaminating material has been removed from the stone prior to placement.

## 2.4. EXECUTION

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- 2.4.1. **BASE PREPARATION:** Areas on which geotextile are to be placed shall be inspected by the CONTRACTOR prior to geotextile placement. Debris or displaced stones from any existing structure(s) that are within the limits of the geotextile shall be removed prior to geotextile placement. Debris shall become the property of the CONTRACTOR and shall be removed and disposed of by the CONTRACTOR. All materials shall be properly disposed of in accordance with the requirements herein including any applicable local requirements. If displaced stones meet the armor stone or chinking stone specifications they may be re-used. There will be no measurement and payment for the debris or stone removal and all costs will be considered incidental to the contract.
- 2.4.2. **LIMITATIONS OF PLACEMENT PROCEDURES:** Stone construction in advance of completed permanent protection except as specified herein shall be at the CONTRACTOR'S risk. The CONTRACTOR shall keep the COUNTY informed as to any and all situations that may result in a possible interruption of work.
- 2.4.2.1. **Interruptions:** If the COUNTY can anticipate that the stone construction will be interrupted for more than four (4) continuous days, including weekends and holidays, the CONTRACTOR may be required to complete the placement of armor stone and provide protection of the exposed ends prior to the start of the interruption. The above-required protection for the exposed ends of the jetty shall consist of the same type of armor stone. All material used for protecting the exposed ends shall be removed after the need therefore has ended and shall be appropriately incorporated into the required permanent construction. All materials which are removed and placed in the permanent construction, in accordance with the provisions of this section, will be measured and paid for only once. When temporary protection of exposed ends of construction in progress is ordered or directed by the COUNTY, an equitable adjustment will be made for the work of temporarily placing and removing the stone materials. The COUNTY has no obligation to order that exposed ends be protected. If the COUNTY takes no action to have exposed ends protected, then the provisions of the paragraph MATERIAL PLACEMENT IN ADVANCE shall apply.
- 2.4.3. **PLACEMENT OF GEOTEXTILE:** The geotextile shall be installed to the lines and grades as indicated on the contract drawings. Adjacent pieces of geotextile shall overlap each other by at least 24 inches.
- 2.4.4. **PLACEMENT OF ARMOR STONE:** Stone shall be placed in the locations and at the thickness shown without deviating from the lines and

grade shown, including allowance for tolerances. Final shaping of the slope shall be performed concurrently with the initial placement of the stone. The placement of armor stones shall begin at the bottom of the slope to be covered and continue up slope. The largest 10% of armor stones shall be placed at the toe of the revetment slopes, as indicated graphically in the plans. Remaining stones shall be randomly selected and set in contact with each other so that the interstices between adjacent stones shall be as small as the character of the stone will permit. The face of stone having the largest area shall be placed against the surface of the underlying material. Placement shall begin at the bottom of the slope. Stones shall be placed in a manner to avoid displacing underlying materials or placing undue impact force on underlying material that would cause the breaking of stones. Unless otherwise specified, stone shall not be dropped from a height greater than two feet. The equipment used in placing the stone shall be suitable for handling materials of the sizes required including the ability to place the stone over its final position before release and if necessary pick up and reposition the stone. Dragline buckets and skips shall not be used in placement. Moving stone by drifting or manipulating down the slope will not be permitted. The finished work shall be a well distributed mass, free of pockets of either smaller or larger stone, having a minimum of voids and with the maximum of interlocking of stones. It should be anticipated that re-handling of individual stones after initial placement will be required to achieve the above requirements.

2.4.4.1. Chinking of Armor Stone: Following placement of the armor stones, the remaining internal voids that exist between the geotextile and the contact points of the first layer of armor stones shall be filled with chinking stones. Following the placement of any additional layers of armor stone, the internal voids shall be filled with chinking stone. The external voids that exist between the contact points of the upper layer of armor stones and the upper surface of the rock structure shall not be filled with chinking stone.

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

2.4.5. SURVEYS: The CONTRACTOR shall establish and maintain quality control for all work performed at the job site under this section to assure compliance with contract requirements. The CONTRACTOR shall maintain records of his quality control tests, inspections and corrective

actions. Quality control measures shall cover all construction operations including, but not limited to, the placement of all materials to the slope and grade lines shown and in accordance with this section.

2.4.5.1. Surveys: The CONTRACTOR shall perform check surveys as the work progresses to verify lines, grades and thicknesses established. Cross section surveys shall be performed by the CONTRACTOR prior to placing the geotextile and after the armor stone is completed. The cross sections shall be spaced 25 feet apart along the length of the structure. Elevations shall be surveyed at 5-foot intervals and at all breaks in elevation. Other cross section spacing and point intervals may be used by the CONTRACTOR if approved by the COUNTY. Additional elevations shall be taken as the COUNTY may deem necessary. The surveys shall be conducted in the presence the COUNTY, unless waived by the COUNTY in writing.

2.4.6. GRADATION TEST DATA SHEETS: See end of this section

## 2.5. PAYMENT OF STONE

2.5.1. Quantity Measurement will be based on truck or integrated weighed truck weight tickets to determine tons of rock placed in the design template specified in the Project Plans. The Contractor shall provide to the County, along with payment requests, copies of weight tickets identifying stone type for each truckload of rock delivered and placed within the design template.

## 3. TURBIDITY CONTROL AND MONITORING (Bid Items 16 and 17)

3.1 Turbidity Control and Monitoring Plan: The Turbidity Control Plan shall include the monitoring locations, methods for deployment and securing turbidity curtains during excavation, dredging and construction operations. The Monitoring Plan shall describe all monitoring activities required by the contract and any and all associated permit conditions, statutes, regulations and licenses. The Monitoring Plan shall incorporate a Quality Control section for each monitoring activity noting any and all Quality Control measures.

3.1.2. Deployment of Turbidity Curtain. The CONTRACTOR is responsible for meeting water quality standards as they apply to Waters of the State. The CONTRACTOR shall supply and use a turbidity curtain(s) or other turbidity control devices at any time during the course of the project when there is a potential for water quality violations or as required by permit. In addition, the CONTRACTOR shall have turbidity measuring equipment and someone knowledgeable in its use on site when turbidity-generating activities are occurring.

- 3.1.3. When a turbidity curtain is used, the CONTRACTOR shall ensure that it is effectively anchored and does not damage native wetland vegetation. The CONTRACTOR shall monitor turbidity curtains as required by permit to ensure proper functioning and shall retrieve the turbidity curtains as part of site restoration.
- 3.1.4. Turbidity Monitoring: The CONTRACTOR shall provide all labor, equipment, and materials necessary to obtain, analyze and report turbidity levels in accordance with the water quality monitoring requirements specified in the Contract Documents. The COUNTY reserves the option to accompany the CONTRACTOR during any or all turbidity sampling activities. Proposed monitoring locations shall be approved by the COUNTY.
- 3.1.5. Turbidity Reporting: Turbidity Monitoring Reports and Charts shall be submitted to the COUNTY daily during turbidity generating activities including, but not limited to, excavation, stone placement, or when requested by the COUNTY as part of the Contractor's Daily Quality Control Report. Turbidity readings shall be reported in Nephelometric Turbidity Units (NTUs). Also reported will be date and time of nephelometer calibration, sample collection and sample analysis; water depth; sample depth and position. The CONTRACTOR shall be liable for any non-compliance with the conditions of the permits and terms of this contract attributable to their personnel or subcontractors.
- 3.1.6. Daily Quality Control Report and Turbidity Monitoring Form: See end of this section, or to be provided by the COUNTY.

4. SILT FENCE (Bid Item 19)

- 4.1 Silt fence shall be installed in accordance with NPDES permit requirements.

5. PRE/POST CONSTRUCTION SURVEYS (Bid Item 20)

- 5.1 All work for pre and post construction surveys shall be conducted by a land surveyor registered in the State of Florida. The CONTRACTOR shall conduct surveys in accordance with Chapters 471 and 472, Florida Statutes and other applicable local, state and federal standards. The CONSULTANT shall conduct topographic survey work in compliance with the U.S. Army Corps of Engineers "Technical Requirements for Surveying, Mapping and Photogrammetric Services," Revised March 1989, and the most current Florida Department of Environmental Protection specifications for topographic (section 02000) surveying.

6. PORTABLE SAND QUALITY LAB WITH TECHNICIAN (Bid Item 21)

16



- 6.1 Portable Sand Quality Lab with Technician: The CONTRACTOR shall provide all on-site 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 paragraph 1.1.1. The CONTRACTOR shall collect random samples of delivered sand to assess grain size distribution, silt content, TOC, moisture content and Munsell color using ASTM C-117, ASTM D422-63, AAHSTO T-27 procedures. Each sampling event shall consist of a four hour testing period and require geotechnical analysis of at least two samples. Each sample shall be archived with the date, time, load number of the sample and beach placement location. A geotechnical report of the results shall be submitted to the COUNTY by the end of each sampling day to be incorporated into the COUNTY'S inspection report. The CONTRACTOR shall immediately notify the COUNTY of any sampling event that results in two consecutive samples failing to comply with the technical standards outlined in paragraph 1.1.1. All sampling, testing and reporting shall be conducted by an American Concrete Institute (ACI) certified lab technician from a firm registered with the STATE as an Engineering and Professional Geology firm. 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 task order.

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## GRADATION TEST DATA SHEET

Quarry \_\_\_\_\_ Type of Stone Tested: ARMOR

Date of Test \_\_\_\_\_

### GRADATION

Stone Size (Ft)	Weight (Lb)	# of Stones Less than Size	Sample % Less than	Specification % Less than
2.25	1,049			100
2.00	736			85 - 95
1.75	493			35 - 55
1.50	311			0
Total Stones				

Remarks:

\_\_\_\_\_  
\_\_\_\_\_

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

CONTRACTOR Representative \_\_\_\_\_

COUNTY Representative \_\_\_\_\_

18

GRADATION TEST DATA SHEET

Quarry \_\_\_\_\_ Type of Stone Tested: BEDDING/CHINKING

Date of Test \_\_\_\_\_

GRADATION

Stone Size (In.)	Weight (Lb.)	# Stones Less than Size	Sample % Less than	Specification % Less than
6	11.5			100
5	6.7			70 - 80
4	3.4			25 - 35
3	1.4			0 - 5
Total Stones				

Remarks:  
\_\_\_\_\_  
\_\_\_\_\_

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

CONTRACTOR Representative \_\_\_\_\_

COUNTY Representative \_\_\_\_\_

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## CONTRACTOR'S DAILY QUALITY CONTROL REPORT

Work Order # \_\_\_\_\_  
Project Name: \_\_\_\_\_

1) DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (Report due to COUNTY by 12:00 noon next day)

### 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, retesting required, etc., with action to be taken)

**Safety Inspection:** (Report violations noted; corrective instructions given; traffic or public control issues and corrective actions taken.)

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**Equipment Inspection:**

Equipment on Site (make, year & model)	Times of Operation	Hours Idle/Down

**Remarks:** (Cover delays and any conflicts in plans, specifications or instructions)

**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

**Contractor's Approved and  
County-Authorized Representative**

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**TURBIDITY MONITORING FORM**

**PROJECT:**

**STATION 1:**            **BACKGROUND**

**METHOD:**        **Daily, as required by the COUNTY, during construction and excavation of perimeter berm, or any other turbidity generating activities. Samples will be drawn from mid-water depths, # feet up stream of the WORK & outside any visible plume.**

**STATION 2:**        **COMPLIANCE**

**METHOD:**        **Daily, as required by the COUNTY, construction and excavation of perimeter berm, or any other turbidity generating activities. Samples will be drawn from mid-water depth, # feet downstream of any construction activity & within the densest portion of any visible plume.**

**Calibration time:** \_\_\_\_\_ **Reading:** \_\_\_\_\_ **NTU**

	Monitoring Event 1		Monitoring Event 2	
	Background	Compliance	Background	Compliance
Weather, Wind, Tide Information				
DGPS Easting				
DGPS Northing				
Collection Time				
Depth of Water Body				
Mid Water Sample Depth (ft)				
Analysis Time				
NTU				
Meets WQ standards? (< or = to 29 NTU's above background)				

**ATTACH ADDITIONAL SHEETS AS NECESSARY FOR ADDITIONAL MONITORING**

**COMMENTS (note actions taken if turbidity exceeds 29 NTU's above background):**

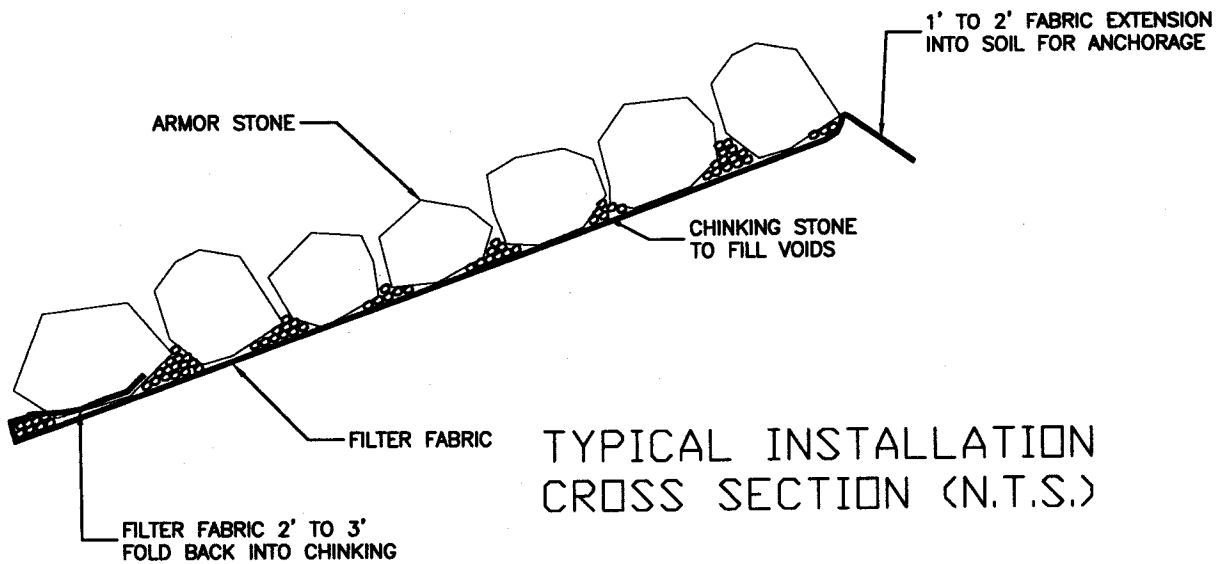
**I certify that these data are authentic; that the analytical instrumentation has been calibrated with appropriate standards; and that the methods of sample collection, handling, storage and analysis have been as specified in the Environmental Specifications and Quality Assurance Plan for this project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

\_\_\_\_\_  
Authorized Technician

\_\_\_\_\_  
Date

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# ATTACHMENT 1



TYPICAL INSTALLATION  
CROSS SECTION (N.T.S.)

## STONE GRADATION TABLE

STONE SIZE (ft.)	WEIGHT (lb.)	SPECIFICATION % LESS THAN
2.25	1,049	100
2.00	736	85 - 95
1.75	493	35 - 55
1.50	311	0

## CHINKING STONE GRADATION TABLE

STONE SIZE (in.)	WEIGHT (lb.)	SPECIFICATION % LESS THAN
6	11.5	100
5	6.7	70 - 80
4	3.4	25 - 35
3	1.4	0

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PALM BEACH COUNTY  
DEPARTMENT OF  
ENVIRONMENTAL  
RESOURCES  
MANAGEMENT

TYPICAL CROSS-SECTION

6/09

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTORS

PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration Project PROJECT NO.: 2008ERM02 Amendment No. 1  
NAME OF PRIME BIDDER: Eastman Aggregate Ent., LLC ADDRESS 3705 Bellevue Ave, Lake Worth, FL 33461  
CONTACT PERSON: Bernie Eastman PHONE NO: (561) 969-7147 FAX NO: (561) 969-8981  
BID OPENING DATE: \_\_\_\_\_ DEPARTMENT: ERM

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF PRIME AND/OR SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. <u>TNI Trucking, Inc.</u> <u>P.O. Box 1058</u> <u>Lafayette, LA</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____	\$ <u>49,369.36</u>	\$ _____	\$ _____	\$ _____
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)		Total	\$ _____	\$ <u>49,369.36</u>	\$ _____	\$ _____	\$ _____

Amendment Total \$ 305,880.00

Total Value of SBE Participation \$ 49,369.36 - 16.14%

- NOTE: 1. The amounts listed on this form must be supported by the Subcontractors (and, if applicable, Prime) prices included on Schedule 2 in order to be counted toward goal attainment.  
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 M/WBE, please indicate the dollar amount under the appropriate category.  
3. M/WBE information is being collected for tracking purposes only.



## SCHEDULE 2

### LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE PRIME OR SUBCONTRACTOR (MUST BE COMPLETED IN ITS ENTIRETY BY SBE)

PROJECT NO. 2008ERM02 PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration Project  
AMENDMENT NO. 1

TO: Eastman Aggregate Enterprises, LLC  
(Name of Prime Bidder)

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

Small Business Enterprise ☒

Minority Business Enterprise ☒

Black ☒ Hispanic ☒ Women ☐ Caucasian ☐ Other (Please Specify) ☐

Date of Palm Beach County Certification: August 31, 2004

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail, particular work items or parts thereof to be performed):

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
<u>8a</u>	<u>Transport; Delivery - 1<sup>st</sup> Ton Mile</u>	<u>1,500</u>	<u>\$1.00</u>	<u>\$1,500.00</u>
<u>8b</u>	<u>Transport; Delivery - Add'l Ton Mile</u>	<u>435,176</u>	<u>\$ .11</u>	<u>\$47,869.36</u>

at the following price \$ 49,369.36  
(Subcontractor's quote)

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

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ 0.00

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

Tai Trucking, Inc.  
(Print name of SBE-M/WBE Subcontractor)

By: Caridad Trujillo  
(Signature)  
Caridad Trujillo, Vice President  
Title of person executing on behalf of SBE-M/WBE Subcontractor

Date: 6-30-09

**CONTRACT HISTORY**  
**Eastman Aggregates Enterprises, LLC**  
**Annual Dune & Wetlands Restoration Project**  
**Project Number 2008ERM02**

Contract R2008-1666 dated September 23, 2008 for period of one year expires on September 22, 2009.

SBE-MBE Goal 16.14% (16.14% SBE/H)

Work Order summary:

WORK ORDER NUMBER	APPROVED TOTAL/ SBE AMOUNT	ACTUAL TOTAL/SBE AMOUNT	WORK ORDER DESCRIPTION	WORK ORDER DATE	COMMENCEMENT DATE
1666-01	674,448.00 262,575.00	372,343.50 143,989.15	South Palm Beach/Lantana Municipal Beach	BCC 11/18/2008	ERM 1/5/2009
1666-02	261,118.00 49,693.50		Lake Ida Restoration Project	BCC 3/17/2009	ERM 3/30/2009
1666-02A	98,772.00 17,374.50		Lake Ida Restoration Project	ERM 5/20/2009	ERM 3/30/2009
1666-02B	36,400.00 0.00		Lake Ida Restoration Project	CRC 6/10/2009	ERM 3/30/2009
1666-03	438,439.90 129,956.25		Ibis Isle Restoration Project	BCC 6/16/2009	ERM 6/19/2009
1666-03A	182,885.00 9,585.00		Ibis Isle Restoration Project	BCC	ERM

Total: \$1,389,958.40

SBE: \$350,598.40

SBE Participation: 25.22%

Report Date & Filename: T:\ee\engser\Consultants\Eastman Aggregates\history\_1666.xls\Sheet1

7/1/2009

**AMENDMENT NO. 1 TO THE ANNUAL DUNE & WETLANDS  
RESTORATION CONTRACT, PROJECT NO. 2008ERM02  
DATED SEPTEMBER 23, 2008 BY AND BETWEEN  
RIO-BAK CORPORATON AND PALM BEACH COUNTY  
District #: Countywide**

THIS AMENDMENT to the Annual Dune & Wetlands Restoration Contract dated September 23, 2008 (R2008-1666.1) (hereinafter "CONTRACT") by and between Rio-Bak Corporation, a Florida Corporation (hereinafter "CONTRACTOR") and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida (hereinafter "COUNTY").

**W I T N E S E T H**

WHEREAS, on September 23, 2008, the CONTRACTOR and COUNTY entered into an Annual Contract for Work to be authorized by Work Order on an as-needed basis, up to a maximum amount for all Work Orders not to exceed the amount of \$4,911,950.00 (hereinafter "CONTRACT PRICE"), for the restoration of dune and wetland projects throughout Palm Beach County; and

WHEREAS, Instruction to Bidders Section 15.7 of the CONTRACT provides that the CONTRACT may be extended, at the COUNTY'S option for a defined period of time, not to exceed a total of thirty-six months, if the CONTRACTOR and the COUNTY agree; and

WHEREAS, by this AMENDMENT, the CONTRACTOR and the COUNTY mutually agree to extend the CONTRACT two years, with all original terms, conditions and unit prices adhered to.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

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**AMENDMENT NO. 1 TO ANNUAL DUNE & WETLANDS RESTORATION CONTRACT**  
**PALM BEACH COUNTY PROJECT NO. 2008ERM02**  
**Page 2**

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT, dated September 23, 2008 between the CONTRACTOR and the COUNTY is hereby amended to extend the expiration date of the CONTRACT to September 22, 2011.
3. It is the intent of the parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
4. All other provisions of the CONTRACT shall remain in full force and effect.

(Remainder of page intentionally left blank)

**AMENDMENT NO. 1 TO ANNUAL DUNE & WETLANDS RESTORATION CONTRACT**  
**PALM BEACH COUNTY PROJECT NO. 2008ERM02**  
**Page 3**

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

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

By: \_\_\_\_\_  
John F. Koons, Chairman

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Chief Asst. County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

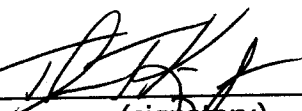


Richard E. Walesky, Director  
Dept. of Environmental Res. Mgmt.

Rio-Bak Corporation  
Contractor

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

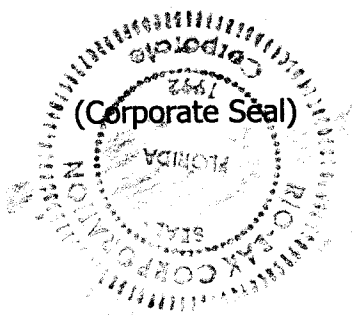
Stacie Rimes  
\_\_\_\_\_  
(witness name printed)

By:   
\_\_\_\_\_  
(signatory)

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

Its: VP of Finance  
\_\_\_\_\_  
(print title)

\_\_\_\_\_  
65-0330616  
Federal Tax No.



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**CONTRACT HISTORY**  
**Rio-Bak Corporation**  
**Annual Dune & Wetlands Restoration Project**  
**Project Number 2008ERM02**

Contract R2008-1666.1 dated September 23, 2008 for period of one year expires on September 22, 2009.  
SBE-MBE Goal 10.19% (6.50% SBE/B; 3.69% MBE/H)  
Work Order summary:

WORK ORDER NUMBER	APPROVED TOTAL/ SBE AMOUNT	ACTUAL TOTAL/SBE AMOUNT	WORK ORDER DESCRIPTION	WORK ORDER DATE	COMMENCE- MENT DATE

Total: \$0.00  
SBE: \$0.00  
SBE Participation: 0.00%  
Report Date & Filename: T:\ee\engser\Consultants\Rio-Bak\history\_1666.1.xls]Sheet1

6/30/2009

**WORK SUPPLEMENT NO.: 1666-03A**

(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: Palm Beach County Annual Dune & Wetlands Restoration Project – Ibis Isle Restoration**  
**PROJECT NO./WORK ORDER NO. : 2008ERM02/1666-03**

(Contractor):  
Eastman Aggregate Enterprises, LLC  
3705 Bellevue Avenue  
Lake Worth, FL 33461

CONTRACT RESOL. NO. R2008-1666  
COMM. DISTRICT NO.: 7  
CONTRACT DATE: 9/23/08  
BUDGET LINE ITEMS: 1226-381-3074-3401,  
1229-381-3074-3401

**You are directed to make the following changes in this Work Order:**

**1. Additional work associated with line items 2, 4, 8a, 8b, 15a, 16a, 16b, 17, 18 and 19 in the attached Bid Schedule dated 6/17/09.**

**Total \$182,885.00**

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

The Original Work Order Sum was	\$ <u>438,439.90</u>
Net Change by previous Supplements	\$ <u>0.00</u>
The Work Order Sum prior to this Supplement was	\$ <u>438,439.90</u>
The Work Order Sum will be <u>increased/decreased</u> by this Supplement	\$ <u>182,885.00</u>
The New Work Order Sum including this Supplement will be	\$ <u>621,324.90</u>
The Contract Time will be <u>increased/decreased</u> by <u>zero</u> (0) Days	
The Date of Substantial Completion including this Supplement is	<u>12/16/09</u>
The Date of Final Completion including this Supplement is	<u>1/15/10</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.**

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

By: \_\_\_\_\_  
John F. Koons, Chairman

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

DATE: \_\_\_\_\_  
(Seal)

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APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: Richard E. Walesky

Richard E. Walesky, Director  
Dept. of Environmental Resources Management

Eastman Aggregate Enterprises, LLC  
CONTRACTOR

3705 Bellevue Avenue  
Address  
Lake Worth, FL 33461

BY Paul E.

ITS Managing Member  
[Title]

DATE 6-30-09

cc: Finance  
Contract Development and Control  
ERM FSS

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**EASTMAN AGGREGATE ENTERPRISES, LLC  
3705 BELLEVUE AVE  
LAKE WORTH, FL 33461**

OFFICE: 561-969-7147

FAX: 561-434-3477

**SITE CONSTRUCTION & DEVELOPMENT  
TRUCKING - AGGREGATES**

**6/17/2009**

**DEPT. OF ENVIRONMENTAL RESOURCES MGMT.  
2300 NORTH JOG ROAD, 4TH FLOOR  
WEST PALM BEACH, FL 33411  
ATT: JULIE MITCHELL**

**PROJECT: IBIS ISLE WORK SUPPLEMENT (1666-03A)**

<b><u>JOB AS OUTLINED BELOW</u></b>	<b><u>QTY</u></b>	<b><u>UNITS</u></b>	<b><u>ITEM</u></b>	<b><u>PRICE</u></b>
<b>2</b> EXCAVATION TO GRADE	200	Cubic Yard	<b>1.31</b>	<b>262.00</b>
<b>4</b> TRANSPORT MATERIAL ONSITE	200	Cubic Yard	<b>2.84</b>	<b>568.00</b>
<b>8a</b> TRANSPORT & DELIVERY - CHINKING STONE (FIRST TON MILE) 1	1,500	Ton-Mile	<b>1.05</b>	<b>1,575.00</b>
<b>8b</b> TRANSPORT & DELIVERY - CHINKING STONE (ADD'L TON MILE) 49	73,500	Ton-Mile	<b>0.16</b>	<b>11,760.00</b>
<b>15a</b> SUPPLY/INSTALL BEDDING/CHINKING STONE	1,500	Ton	<b>62.00</b>	<b>93,000.00</b>
<b>16a</b> SUPPLY/DEPLOY TURBIDITY CURTAIN	1,200	Linear ft	<b>11.00</b>	<b>13,200.00</b>
<b>16b</b> MAINTAIN/RESET TURBIDITY CURTAIN	1,200	Linear ft	<b>5.00</b>	<b>6,000.00</b>
<b>17</b> TURBIDITY MONITORING/REPORTING	100	Per Day	<b>150.00</b>	<b>15,000.00</b>
<b>18</b> SUPPLY & INSTALL FILTER FABRIC	108,000	Square Foot	<b>0.34</b>	<b>36,720.00</b>
<b>19</b> SUPPLY/INSTALL SILT FENCE	2,400	Linear ft	<b>2.00</b>	<b>4,800.00</b>

**TOTALPRICE 182,885.00**

**EXCLUSIONS / CLARIFICATIONS**

**1 PRICE BASED ON ESTIMATED QUANTITIES**

**THIS PROPOSAL IS SUBJECT TO ALL TERMS AND CONDITIONS OF ALL DOCUMENTS HEREOF, AND SHALL BECOME A  
CONTRACT WHEN ACCEPTANCE BELOW IS SIGNED BY AN AUTHORIZED AGENT OF BOTH PARTIES**

**COMPANY NAME: PALM BEACH COUNTY - ERM  
BY:  
PRINTED NAME:**

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# SCHEDULE 1

## LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTORS

PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration Project

PROJECT NO.: 2008ERM02

*Work Supplement No. 1666-03A*

NAME OF PRIME BIDDER: Eastman Aggregate Ent., LLC

ADDRESS 3705 Bellevue Ave, Lake Worth, FL 33461

CONTACT PERSON: Bernie Eastman

PHONE NO: 561-969-7147 FAX NO: 561-969-8981

BID OPENING DATE: \_\_\_\_\_

DEPARTMENT: ERM

### PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF PRIME AND/OR SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. <u>Tri Trucking Inc.</u> <u>PO Box 1958</u> <u>Loxahatchee, FL</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____	\$ <u>9,585.00</u>	\$ _____	\$ _____	\$ _____
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)		Total	\$ _____	\$ <u>9,585.00</u>	\$ _____	\$ _____	\$ _____

Total Bid Price \$ 182,885.00

Total Value of SBE Participation \$ 9,585.00

- NOTE: 1. The amounts listed on this form must be supported by the Subcontractors (and, if applicable, Prime) prices included on Schedule 2 in order to be counted toward goal attainment.
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 M/WBE, please indicate the dollar amount under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

## SCHEDULE 2

### LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE PRIME OR SUBCONTRACTOR (MUST BE COMPLETED IN ITS ENTIRETY BY SBE)

PROJECT NO. 2008ERM02 PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration Project WORK ORDER 1666-03A

TO: Eastman Aggregate Enterprises, LLC  
(Name of Prime Bidder)

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

Small Business Enterprise ☒ Minority Business Enterprise ☒  
Black ☐ Hispanic ☒ Women ☐ Caucasian ☐ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: August 31, 2004

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail, particular work items or parts thereof to be performed):

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
8a	Transport: Delivery Chinking Stone	1,500	\$1.00	\$1,500.00
8b	Transport: Delivery - Chinking Stone	73,500	\$0.11	\$8,085.00

at the following price \$ 9,585.00  
(Subcontractor's quote)

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

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ 0.00

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

Tru Trucking, Inc.  
(Print name of SBE-M/WBE Subcontractor)

By: Caridad Trujillo  
(Signature)  
Caridad Trujillo, Vice President  
Title of person executing on behalf of SBE-M/WBE Subcontractor

Date: 6-17-09

RECEIVED

JUL - 1 2009

ENVIRONMENTAL RESOURCES MANAGEMENT

### BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 06/29/09

REQUESTED BY: Julie Mitchell

PHONE: 233-2437

PROJECT TITLE: Annual Dune & Wetlands Restoration Project

Work Order NO: 1666-03

LOCATION: Ibis Isle

Project NO: 2008ERM02

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION# R2008-1666

REQUESTED AMOUNT: \$182,885.00

DATE:

CSA/LOA CHANGE ORDER AMOUNT:

CSA/LOA CHANGE ORDER NUMBER:

CONTRACTOR/CONSULTANT NAME: Eastman Aggregate Enterprise, LLC

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE

CONSULTANT/CONTRACTOR: Additional work associated with specific line items of Bid Schedule dated 6/17/09.

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT? Yes

BUDGET ACCOUNT NUMBER (IF KNOWN):

FUND	DEPART	UNIT	OBJ	PROG_CD	PROG_PERIOD
1226	381	3074	3401	IBISEX	GY06

☐ AD VALOREM

☒ OTHER

☐ FEDERAL

REVENUE:

ANTICIPATED DATE OF APPROVAL:

BAS APPROVED BY: [Signature] DATE: 6/29/09

ENCUMBRANCE NUMBER:

**CONTRACT HISTORY**  
**Eastman Aggregates Enterprises, LLC**  
**Annual Dune & Wetlands Restoration Project**  
**Project Number 2008ERM02**

Contract R2008-1666 dated September 23, 2008 for period of one year expires on September 22, 2009.

**SBE-MBE Goal 16.14% (16.14% SBE/H)**

**Work Order summary:**

[illegible]

**Total: \$1,389,958.40**

**SBE: \$350,598.40**

**SBE Participation: 25.22%**

**Report Date & Filename:** T:\eerlengser\Consultants\Eastman Aggregates\[history\_1666.xls]Sheet1

7/1/2009

R2008 1666

CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of SEP 23 2008, 20\_\_\_\_, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Eastman Aggregate Enterprises, LLC hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

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

Palm Beach County Annual Dune & Wetlands Restoration Project

Project No.: 2008ERM02

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

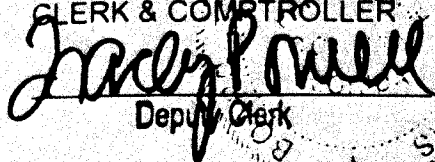
- A - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments 1 through 8.
- B - Completed Insurance Forms.
- C - General Conditions, Supplemental General Conditions and Appendices A & B.
- D - Technical Specifications, including Figures, Attachments and Appendices.
- E - Addenda.

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 FOUR MILLION TWO HUNDRED AND NINETY-SEVEN THOUSAND FOUR HUNDRED AND FIFTY-FOUR DOLLARS (\$4,297,454.00), except as may be increased according to Articles 42 and 43 of the General Conditions. Each Work Order shall establish a fixed price, a time for completion and applicable Liquidated Damages for delay in Substantial and Final Completion.

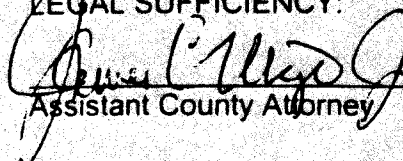
This Contract is for a term not-to-exceed twelve (12) months from the date set forth above.

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

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER


  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

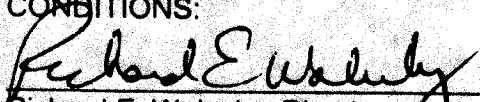
  
Assistant County Attorney

R 2008 1666 SEP 23 2008

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

By:   
Addie L. Greene, Chairperson

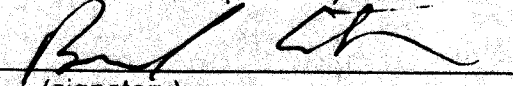
APPROVED AS TO TERMS AND  
CONDITIONS:

  
Richard E. Walesky, Director  
Department of Environmental Resources Management

**CONTRACTOR:**

Eastman Aggregates Enterprises, LLC  
(Corporate Name)

a Florida limited liability corporation  
(insert state of corporation)

By:   
(signatory)

Bernard Eastman  
(print signatory's name)

Its: Managing Member  
(print title)

August 25, 2008  
(date of execution)

3705 Bellevue Avenue  
(Contractor's Official Address)  
Lake Worth, FL 33461  
(Contractor's City, State, Zip Code)  
20-1556749  
(Federal Tax No.)

(Corporate Seal)

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## BID SCHEDULE

PROJECT NUMBER: 2008ERM02

PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration Project

CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC

DATE: July 3, 2008

BID SCHEDULE					
Annual Dune & Wetlands Restoration Construction					
Bid Item	Description	Quantity	Units	Unit Price	TOTAL AMOUNT
<b>Sand Supply</b>					
1a	Supply Sand (<50,000 tons) <sup>1</sup>	70,000	Ton	9.78	684,600.00
1b	Supply Sand (>50,000 tons) <sup>1</sup>	90,000	Ton	9.78	880,200.00
<b>Wetland Restoration</b>					
2	Excavation to Grade	65,000	yd <sup>3</sup> (in-bank)	1.31	85,150.00
3a	Dewatering	3	Day	945.00	2,835.00
3b	Additional 100' Dewatering Pipe	9	Day	525.00	4,725.00
4	Transport Material On-site	90,000	yd <sup>3</sup> (in-bank)/1000'	2.84	255,600.00
5	Loading for Offsite Transport	10,000	Ton	1.68	16,800.00
6	Material Grading	140,000	yd <sup>3</sup> (in-bank)	.74	103,600.00
7a	Haul Road Construction	250	Linear ft	11.03	2,757.50
7b	Haul Road Removal	250	Linear ft	2.89	722.50
<b>Hauling</b>					
8a	Transport and Delivery (first ton-mile) <sup>2,3</sup>	160,000	Ton-Mile	1.05	168,000.00
8b	Transport and Delivery (additional ton-mile) <sup>1,2,3,4</sup>	9,280,000	Ton-Mile	.16	1,484,800.00
<b>Beach/Dune Placement</b>					
9a	Conveying of Material (Initial 300' with hopper/unloader)	70,000	Ton	1.70	119,000.00
9b	Additional 100' of Conveyor	30,000	Ton	.37	11,100.00
10a	Beach Place and Grade (<1000' from access)	103,900	Ton	1.68	174,552.00
10b	Beach Place and Grade (1000'-2000' from access)	38,000	Ton	3.05	115,900.00
10c	Beach Place and Grade (>2000' from access)	18,100	Ton	3.72	67,332.00
11a	Site Preparation & Restoration	8	Work Order	2,100.00	16,800.00
11b	Supply, Delivery and Installation of Sod	2,000	yd <sup>2</sup>	2.10	4,200.00
11c	Repair/Replace Irrigation	500	Linear ft	2.10	1,050.00
12	Scarp and Compaction Maintenance	47,000	yd <sup>2</sup>	2.10	98,700.00
13	Debris Removal	50	Ton	23.10	1,155.00
14	Maintenance of Traffic	5	Work Order	1575.00	7,875.00
<b>TOTAL BASE BID AMOUNT:</b>					<b>\$4,297,454.00</b>

Each Bid Line Item shall include mobilization/demobilization in the unit price.

<sup>1</sup>Additional ton-miles are calculated starting 1 mile from the sand source loading site and continuing to the project staging location. Does not include return to source loading site.

<sup>2</sup>The County reserves the right to disqualify any sand source proposed by a Bidder should the hauling costs from a distant source outweigh the benefits of using the less expensive sand source.

<sup>3</sup>Bidder's mileage from sand source to PBC Government Center, 301 N. Olive Avenue, West Palm Beach, FL 33401: 9.3 miles

[BIDDER MUST INSERT MILEAGE]

<sup>4</sup>Evaluation of hauling costs will be based on the Unit Price to haul 100,000 tons multiplied by the mileage from the proposed sand source.

The County will evaluate Line Item 8b by substituting Bidder's Total Amount for this Line Item with the product of:

Bidder's Sand Source Mileage to PBC Government Center AND 100,000 Tons AND Bidder's Unit Price. The tonnage and mileage quantities used in the following example are not be construed as actual quantities anticipated for the Contract. This is for Evaluation Purposes only.

EXAMPLE: 8 Miles from "Vista Mine" to PBC Gov't Center X 100,000 Tons X \$0.10/Ton-Mile = \$80,000



R2008 1666.1

CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of SEP 23 2008, 20\_\_\_\_, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Rio-Bak Corporation, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

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

Palm Beach County Annual Dune & Wetlands Restoration Project

Project No.: 2008ERM02

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

- A - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments 1 through 8.
- B - Completed Insurance Forms.
- C - General Conditions, Supplemental General Conditions and Appendices A & B.
- D - Technical Specifications, including Figures, Attachments and Appendices.
- E - Addenda.

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 FOUR MILLION NINE HUNDRED AND ELEVEN THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$4,911,950.00), except as may be increased according to Articles 42 and 43 of the General Conditions. Each Work Order shall establish a fixed price, a time for completion and applicable Liquidated Damages for delay in Substantial and Final Completion.

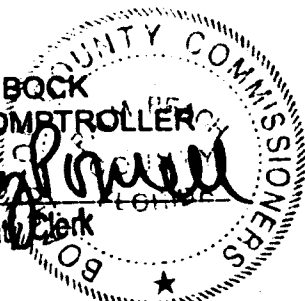
This Contract is for a term not-to-exceed twelve (12) months from the date set forth above.

41

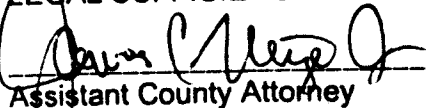
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set its hand and seal the day and year written. The Contractor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

R 2008 16 66.1 SEP 23 2008

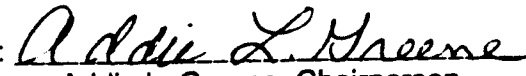
ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

  
Deputy Clerk

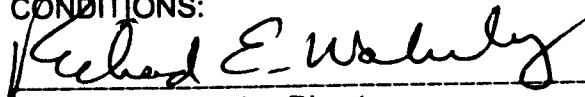
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Assistant County Attorney

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

By:   
Addie L. Greene, Chairperson

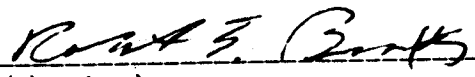
APPROVED AS TO TERMS AND  
CONDITIONS:

  
Richard E. Walesky, Director  
Department of Environmental Resources Management

**CONTRACTOR:**

Rio-Bak Corporation  
(Corporate Name)

a Florida corporation  
(insert state of corporation)

By:   
(signatory)

ROBERT E BROXTON  
CORP. SECRETARY

(print signatory's name)

Its: ROBERT E BROXTON  
CORP. SECRETARY  
(print title)

  
(witness signature)

HEATH T. NORMAN  
(witness name printed)

(Corporate Seal)

9/3, 2008  
(date of execution)

12773 West Forest Hill Boulevard, Suite 210  
(Contractor's Official Address)  
Wellington, FL 33414  
(Contractor's City, State, Zip Code)  
65-0330616  
(Federal Tax No.)

## BID SCHEDULE

PROJECT NUMBER: 2008ERM02

PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration Project

CONTRACTOR NAME: RIO-BAK CORP.

DATE: 7-15-08

BID SCHEDULE					
Annual Dune & Wetlands Restoration Construction					
Bid Item	Description	Quantity	Units	Unit Price	TOTAL AMOUNT
<b>Sand Supply</b>					
1a	Supply Sand (<50,000 tons) <sup>1</sup>	70,000	Ton	10.75	752,500
1b	Supply Sand (>50,000 tons) <sup>1</sup>	90,000	Ton	10.75	967,500
<b>Wetland Restoration</b>					
2	Excavation to Grade	85,000	yd <sup>3</sup> (in-bank)	1.15	97,750
3a	Dewatering	3	Day	1250.00	3,750
3b	Additional 100' Dewatering Pipe	9	Day	450.00	4,050
4	Transport Material On-site	90,000	yd <sup>3</sup> (in-bank)/1000'	1.25	112,500
5	Loading for Offsite Transport	10,000	Ton	1.10	11,000
6	Material Grading	140,000	yd <sup>3</sup> (in-bank)	1.32	184,800
7a	Haul Road Construction	250	Linear ft	17.50	4,375
7b	Haul Road Removal	250	Linear ft	15.50	3,875
<b>Hauling</b>					
8a	Transport and Delivery (first ton-mile) <sup>2,3</sup>	160,000	Ton-Mile	1.33	212,800
8b	Transport and Delivery (additional ton-mile) <sup>1,2,3,4</sup>	9,280,000	Ton-Mile	.19	1,763,200
<b>Beach/Dune Placement</b>					
9a	Conveying of Material (Initial 300' with hopper/unloader)	70,000	Ton	3.00	210,000
9b	Additional 100' of Conveyor	30,000	Ton	4.00	120,000
10a	Beach Place and Grade (<1000' from access)	103,900	Ton	2.50	259,750
10b	Beach Place and Grade (1000'-2000' from access)	38,000	Ton	2.75	104,500
10c	Beach Place and Grade (>2000' from access)	18,100	Ton	3.00	54,300
11a	Site Preparation & Restoration	8	Work Order	1200.00	9,600
11b	Supply, Delivery and Installation of Sod	2,000	yd <sup>2</sup>	2.25	4,500
11c	Repair/Replace Irrigation	500	Linear ft	12.50	6,250
12	Scarp and Compaction Maintenance	47,000	yd <sup>2</sup>	.75	35,250
13	Debris Removal	50	Ton	125.00	6,250
14	Maintenance of Traffic	5	Work Order	650.00	3,250
TOTAL BASE BID AMOUNT:					34,911,950

Each Bid Line Item shall include mobilization/demobilization in the unit price.

<sup>1</sup>Additional ton-miles are calculated starting 1 mile from the sand source loading site and continuing to the project staging location. Does not include return to source loading site.

<sup>2</sup>The County reserves the right to disqualify any sand source proposed by a Bidder should the hauling costs from a distant source outweigh the benefits of using the less expensive sand source.

<sup>3</sup>Bidder's mileage from sand source to PBC Government Center, 301 N. Olive Avenue, West Palm Beach, FL 33401: 9.3 miles

[BIDDER MUST INSERT MILEAGE]

<sup>4</sup>Evaluation of hauling costs will be based on the Unit Price to haul 100,000 tons multiplied by the mileage from the proposed sand source.

The County will evaluate Line Item 8b by substituting Bidder's Total Amount for this Line Item with the product of Bidder's Sand Source Mileage to PBC Government Center AND 100,000 Tons AND Bidder's Unit Price. The tonnage and mileage quantities used in the following example are not be construed as actual quantities anticipated for the Contract. This is for Evaluation Purposes only.

EXAMPLE: 8 Miles from "Vista Mine" to PBC Gov't Center X 100,000 Tons X \$0.10/Ton-Mile = \$80,000

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