

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 15, 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 receive and file: Seven (7) original Documents for the Department of Environmental Resources Management.

- A) First Amendment to Grant Agreement R2009-0114 (January 13, 2009) with Metropolitan Planning Organization (MPO) to extend the completion date for the countywide water taxi transit facilities at its Juno Dunes Public Use Facility to December 31, 2009.
- B) Second Amendment to Grant Agreement R2009-0114 (January 13, 2009) with Metropolitan Planning Organization (MPO) states that the water taxi transit facilities will be open and in use by March 31, 2011. All invoices for reimbursement of work completed shall be submitted to the MPO on or before December 31, 2010.
- C) First Amendment to Grant Agreement R2008-1507 (September 9, 2008) with MPO for additional time to complete the constructions and installation of a water taxi docking facility at the Snook Island Dock.
- D) First Amendment extends the Interlocal Agreement R2005-2074 (October 18, 2005) for Dune Restoration between the County and The Town of Lantana upon coastal property owned by the Town of Lantana through May 1, 2011.
- E) Murphy Construction Company Purchase Order for South Cove Turbidity Pilings Project Number 2009ERM06.
- F) Acceptance of a Purchase Order from US Department of Interior for invasive plant control at Jupiter Inlet Lighthouse Outstanding Natural Area.
- G) Amendment Number 2 to the Contract with Loggerhead Marinelif e Center, Inc. for Professional Services to extend the time period from October 1, 2009 through November 30, 2009 for daily nesting sea turtle surveys.

Summary: This is a Receive and File item for the Clerk's Office to note and receive delegated authority items according to County Policy and Procedure PPM No. CW-O-051. Countywide (SF)

Background and Justification: N/A

Attachments:

- 1. First Amendments to Grant Agreement R2009-0114.
- 2. Second Amendments to Grant Agreement R2009-0114.
- 3. First Amendment to Grant Agreement R2008-1507.
- 4. First Amendment to the Interlocal Agreement R2005-2074.
- 5. Murphy Construction Purchase Order and Notice to Proceed for South Cove.
- 6. Weed Control Purchase Order
- 7. Amendment Number 2 to the Contract for Sea Turtle Monitoring Services.

Recommended by: Richard E. Walsby 11/12/09
 Department Director Date

Approved by: [Signature] 11/21/09
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* 0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
 Program _____

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

C. Department Fiscal Review: *JF*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:
 * NO fiscal impact.

[Signature] 11-18-09
 OFMB
 CN 11/17/09 CN 11/18/09

[Signature] 11/19/09
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 11-23-09
 Assistant County Attorney

C. Other Department Review:

 Department Director

R 2009-0114

**FIRST AMENDMENT TO
GRANT AGREEMENT
BY AND BETWEEN
PALM BEACH METROPOLITAN PLANNING ORGANIZATION
AND
THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
(RELATING TO JUNO DUNES DOCK)**

THIS FIRST AMENDMENT is made and entered into this 8th day of MAY, 2009, by and between the Palm Beach Metropolitan Planning Organization, a Florida body politic created pursuant to Chapters 163 and 339, F.S., (hereinafter referred to as the "MPO") and Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "Grantee"), for its Department of Environmental Resource Management (also referred to herein as "ERM").

WITNESSETH

WHEREAS, on January 13, 2009, the parties entered into a Grant Agreement (Agreement) under which the MPO agreed to make certain grant funds the MPO was eligible to receive under a Joint Participation Agreement (JPA) with Florida's Department of Transportation (FDOT) for the creation of a countywide water taxi transit system, available to Grantee for the purpose of reimbursing Grantee for certain costs the Grantee would incur in the design, permitting, construction and installation of a water taxi docking facility and related improvements; and

WHEREAS, the Grantee agreed to design, construct and install a water taxi docking facility and related improvements within its municipal boundaries that would be used to encourage and facilitate water taxi transit service; and

WHEREAS, the Grantee originally agreed that the water taxi docking facility and related improvements (Facility) would be completed by April 1, 2009 and that the Facility would be open to and accessible by the public; and

WHEREAS, the Grantee was unable to complete the construction of the Facility by the original completion date and was given an extension to April 1, 2009; and

WHEREAS, an additional time is needed by the Grantee, and the MPO has requested and FDOT has agreed to extend the duration of the JPA to December 31, 2009; and

WHEREAS, the MPO and the Grantee have agreed to extend the completion date for the Facility to December 31, 2009, and to modify certain other provisions of the Grant Agreement so that they are consistent with the new completion date.

1. Section 4. Effective Date and Term, is modified to provide as follows:

Section 4. Effective Date and Term: This Agreement shall take effect upon execution by the parties and shall remain in full force and effect for a period of thirteen (13) years. By December 31, 2009, the Project shall have been completed and the Facility shall be open to and accessible by the public. By March 31, 2010, the Facility shall be in use as provided in this Agreement. In addition, the first invoice for reimbursement of work completed by Grantee that is eligible for reimbursement hereunder shall be submitted to the MPO within one (1) year of the effective date of this Agreement or such additional period of time not to exceed three (3) months as may be authorized by the MPO's Contract Monitor and Representative.

2. The parties acknowledge that the term of the JPA between FDOT and the MPO has been extended to December 31, 2009. Accordingly, Attachment C to the Agreement is modified by adding to it the document attached hereto and labeled as "JPA Time Extension to December 31, 2009", and Paragraph A of Section 6. **FDOT Funding and Control** is amended to provide as follows:

Section 6. FDOT Funding and Control:

A. The Grantee acknowledges that this Grant Agreement and the MPO's activities hereunder are paid for from funds the MPO has or will receive from FDOT under the JPA. Accordingly, the Grantee agrees that its expenditure of the grant funds will also be subject to the same terms and conditions of the JPA applicable to the MPO's receipt of and expenditure of the grant funds. The Grantee further acknowledges its receipt of the following documents: 1) A copy of the JPA which is attached hereto as Attachment C which also includes a copy of documents extending the terms and conditions of the JPA to December 31, 2005, then to April 2, 2008, then to April 1, 2009, and finally to December 31, 2009; 2) A copy of other notifications from FDOT containing special conditions or requirements; and 3) FBP information from the USDOT FHWA, attached hereto as Attachment D. Grantee shall not perform any act or refuse to comply with any MPO direction or request which would cause the MPO to be in violation of any term or condition of the JPA, contribute to or cause the FDOT to seek to terminate the JPA, or cause FDOT to request the return of any FDOT funds provided to the MPO. Grantee will immediately remedy, at its sole cost and expense, any deficiency or violation of the JPA found by the MPO upon notice of such from the MPO or the MPO may unilaterally terminate this Agreement.

3. Except as amended herein, all other terms of the Grant Agreement, as previously amended, are hereby confirmed and shall remain in full force and effect.

3. Except as amended herein, all other terms of the Grant Agreement, as previously amended, are hereby confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF the Grantee and MPO have hereunto set their hands to this amendment, the day and year first above written.

Attest:

Palm Beach County, Florida, by its
Board of County Commissioners

By: N/A
Sharon R. Bock, Clerk &
Comptroller

By: Richard Walesky
for John F. Koons, Chairman

Attest:

Palm Beach Metropolitan
Planning Organization

By: [Signature]
Randy Whitfield
Director, MPO

By: [Signature]
Robert Friedman, Chair

Approved as to Form
and Legal Sufficiency

[Signature]
County Attorney

Approved as to Terms
and Conditions

[Signature]
Randy Whitfield, MPO Director

Approved as to Form
and Legal Sufficiency

[Signature]
County Attorney

Approved as to Terms
Conditions

[Signature]
Richard Walesky, ERM Director

Addition to Attachment C
JPA Time Extension to December 31, 2009

▼▼▼
Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS
SECRETARY

MEMORANDUM

DATE: March 04, 2009

TO: Randy M. Whitfield
Director
Palm Beach MPO
2300 N. Jog Rd., 4th Floor
West Palm Beach, FL 33411-2749

FROM: Nancy A. Ziegler, District Modal Development Administrator *NZiegler*

SUBJECT: **EXTENSION OF TIME--Joint Participation Agreement**
Intermodal- Palm Beach County Water Docks

FM No. 415050-1-24-01 Contract No. ANO90

The time allotted for the completion of services on subject agreement dated August 18, 2004 and any supplemental thereto will expire on April 1, 2009.

In accordance with Section 18.09 of the Joint Participation Agreement, you may request a time extension. For your convenience, you may complete, sign, date and return this form to me

It is requested that the Joint Participation Agreement for the subject project be extended until December 31, 2009 for the following reason(s): Permits were delayed

Agency: Palm Beach County Metropolitan Planning Organization

By
APPROVED

[Signature]
District Project Manager

[Signature]
District Director Transportation Development

Date: 3-19-09

Title: PB MPO Director

Date: 3/24/2009

Date: 3-26-09

R 2009-0114

**SECOND AMENDMENT TO
GRANT AGREEMENT
BY AND BETWEEN
PALM BEACH METROPOLITAN PLANNING ORGANIZATION
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
(RELATING TO JUNO DUNES DOCK)**

THIS SECOND AMENDMENT is made and entered into this 29th day of October, 2009, by and between the Palm Beach Metropolitan Planning Organization, a Florida body politic created pursuant to Chapters 163 and 339, F.S., (hereinafter referred to as the "MPO") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "Grantee").

WITNESSETH

WHEREAS, on January 13, 2009, the parties entered into a Grant Agreement (Agreement) under which the MPO agreed to make certain grant funds the MPO was eligible to receive under a Joint Participation Agreement (JPA) with Florida's Department of Transportation (FDOT) for the creation of a countywide water taxi transit system, available to Grantee for the purpose of reimbursing Grantee for certain costs the Grantee would incur in the design, permitting, construction and installation of water taxi docking facilities at its Juno Dunes Public Use Facility and for other related improvements (also referred to as the "Project"); and

WHEREAS, on September 2, 2009, the Grantee and the MPO entered into a First Amendment modifying the date Grantee was to complete the Project, and the date the Facility was to be open and accessible to the public; and

WHEREAS, FDOT has extended the term of its JPA with the MPO to December 31, 2010; and

WHEREAS, the parties have determined that the Grant Agreement should be further amended to clarify when all Grant funds must be expended and invoices submitted for reimbursement, and when the water taxi docks are to be completed and the Facility open to and accessible by the public.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the MPO and the Grantee agree as follows:

1. Section 4. Effective Date and Term, as modified by the First Amendment, is further amended to provide as follows:

Section 4. Effective Date and Term: This Agreement shall take effect upon execution by the parties. By December 31, 2010, the Project shall be completed. By March 31, 2011, the Facility shall be open to and accessible to the public and in use as provided in this Agreement. This Agreement shall remain in full force and effect for a period of ten (10) years from March 31, 2011. In addition, all invoices for reimbursement

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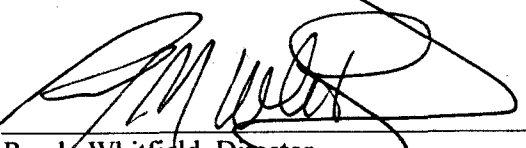
of work completed by Grantee, that are eligible for reimbursement hereunder, shall be submitted to the MPO on or before December 31, 2010. Invoices submitted after the December 31, 2010, date will not be eligible for reimbursement, unless this provision is waived by the MPO's Contract Monitor and Representative with the concurrence of FDOT.

2. The parties acknowledge that the term of the JPA between FDOT and the MPO has been extended to December 31, 2010. Accordingly, Attachment C to the Agreement is modified by adding to it the document attached hereto and labeled as "JPA Time Extension to December 31, 2010."

3. Except as amended herein, all other terms of the Grant Agreement, as previously amended, are hereby confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantee and MPO have hereunto set their hands to this Second Amendment, the day and year first above written.

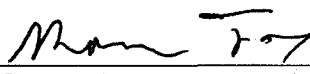
Palm Beach Metropolitan Planning Organization
by its Director, Randy Whitfield

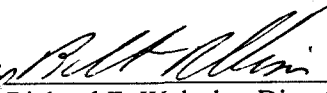
By: 
Randy Whitfield, Director

Attest:

Approved as to Form & Legal Sufficiency

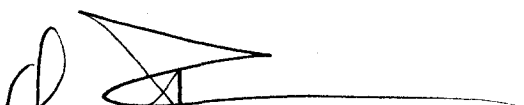
Palm Beach County Florida, for its
Board of County Commissioners, by its
Director of Environmental Resources
Management

By: 
County Attorney

By: 
Richard E. Walesky, Director
Environmental Resources Management

Approved as to Form & Legal Sufficiency

Approved as to Terms & Conditions

By: 
Palm Beach Metropolitan Planning
Organization Attorney

By: 
Randy Whitfield, Director
Palm Beach Metropolitan Planning Organization

ATTACHMENT C

JPA TIME EXTENSION TO DECEMBER 31, 2010



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS
SECRETARY

MEMORANDUM

DATE: September 21, 2009
TO: Mr. Randy Whitfield, P.E.
MPO Director
2300 North Jog Road
4th Floor
West Palm Beach, FL 33411
FROM: Lauren Rand
Transportation Specialist
SUBJECT: **EXTENSION OF TIME-Joint Participation Agreement**
Intermodal - Palm Beach County Water Taxi Docks

FM No. 415050-1-94-01 Contract No. ANO90

The time allotted for the completion of services on subject agreement dated **August 18, 2004** and any supplemental thereto will expire on **December 31, 2009**

In accordance with Section 18.00 of the Joint Participation Agreement, you may request a time extension. For your convenience, you may complete, sign, date and return this form to me.

It is requested that the Joint Participation Agreement for the subject project be extended until December 31, 2010 for the following reason(s): Awaiting permit approval on one of the sites. Geo Tech (soils) testing completed shows that more silt is at one site than was expected. This means redesign of the dock needs to be done because larger and heavier pilings are needed. There was a reduction of staff to complete same amount of work. 3 of the 9 sites are to be relocated to better serve the public needs.

Agency: Palm Beach County Metropolitan Planning Organization Date: September 22, 2009

By APPROVED: [Signature] Title: Director

APPROVED: [Signature] District Project Manager Date: 9/29/09

APPROVED: [Signature] District Director of Transportation Development Date: 9-29-09

R2008-1507

**FIRST AMENDMENT TO
GRANT AGREEMENT
BY AND BETWEEN
PALM BEACH METROPOLITAN PLANNING ORGANIZATION
AND
THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
(RELATING TO SNOOK ISLAND DOCK)**

THIS FIRST AMENDMENT is made and entered into this 2nd day of September, 2009, by and between the Palm Beach Metropolitan Planning Organization, a Florida body politic created pursuant to Chapters 163 and 339, F.S., (hereinafter referred to as the "MPO") and Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "Grantee"), for its DEPARTMENT OF Environmental Resource Management (also referred to herein as "ERM").

WITNESSETH

WHEREAS, on September 9, 2008, the parties entered into a Grant Agreement (Agreement) under which the MPO agreed to make certain grant funds the MPO was eligible to receive under a Joint Participation Agreement (JPA) with Florida's Department of Transportation (FDOT) for the creation of a countywide water taxi transit system, available to Grantee for the purpose of reimbursing Grantee for certain costs the Grantee would incur in the design, permitting, construction and installation of a water taxi docking facility and related improvements; and

WHEREAS, the Grantee agreed to design, construct and install a water taxi docking facility and related improvements within its municipal boundaries that would be used to encourage and facilitate water taxi transit service; and

WHEREAS, the Grantee originally agreed that the water taxi docking facility and related improvements (Facility) would be completed by April 1, 2009 and that the Facility would be open to and accessible by the public; and

WHEREAS, the Grantee was unable to complete the construction of the Facility by the original completion date and was given an extension to April 1, 2009; and

WHEREAS, an additional time is needed by the Grantee, and the MPO has requested and FDOT has agreed to extend the duration of the JPA to December 31, 2009; and

WHEREAS, the MPO and the Grantee have agreed to extend the completion date for the Facility to December 31, 2009, and to modify certain other provisions of the Grant Agreement so that they are consistent with the new completion date.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the MPO and the Grantee agree as follows:

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1. Section 4. Effective Date and Term, is modified to provide as follows:

Section 4. Effective Date and Term: This Agreement shall take effect upon execution by the parties and shall remain in full force and effect for a period of thirteen (13) years. By December 31, 2009, the Project shall have been completed and the Facility shall be open to and accessible by the public. By March 31, 2010, the Facility shall be in use as provided in this Agreement. In addition, the first invoice for reimbursement of work completed by Grantee that is eligible for reimbursement hereunder shall be submitted to the MPO within one (1) year of the effective date of this Agreement or such additional period of time not to exceed three (3) months as may be authorized by the MPO's Contract Monitor and Representative.

2. The parties acknowledge that the term of the JPA between FDOT and the MPO has been extended to December 31, 2009. Accordingly, Attachment C to the Agreement is modified by adding to it the document attached hereto and labeled as "JPA Time Extension to December 31, 2009", and Paragraph A of Section 6. **FDOT Funding and Control** is amended to provide as follows:

Section 6. FDOT Funding and Control:

A. The Grantee acknowledges that this Grant Agreement and the MPO's activities hereunder are paid for from funds the MPO has or will receive from FDOT under the JPA. Accordingly, the Grantee agrees that its expenditure of the grant funds will also be subject to the same terms and conditions of the JPA applicable to the MPO's receipt of and expenditure of the grant funds. The Grantee further acknowledges its receipt of the following documents: 1) A copy of the JPA which is attached hereto as Attachment C which also includes a copy of documents extending the terms and conditions of the JPA to December 31, 2005, then to April 2, 2008, then to April 1, 2009, and finally to December 31, 2009; 2) A copy of other notifications from FDOT containing special conditions or requirements; and 3) FBP information from the USDOT FHWA, attached hereto as Attachment D. Grantee shall not perform any act or refuse to comply with any MPO direction or request which would cause the MPO to be in violation of any term or condition of the JPA, contribute to or cause the FDOT to seek to terminate the JPA, or cause FDOT to request the return of any FDOT funds provided to the MPO. Grantee will immediately remedy, at its sole cost and expense, any deficiency or violation of the JPA found by the MPO upon notice of such from the MPO or the MPO may unilaterally terminate this Agreement.

3. Except as amended herein, all other terms of the Grant Agreement, as previously amended, are hereby confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF the Grantee and MPO have hereunto set their hands to this amendment, the day and year first above written.

Attest:

Palm Beach County, Florida, by its Board of County Commissioners

By: N/A
Sharon R. Bock, Clerk & Comptroller

By: Richard E. Walesky
for John F. Koons, Chairman

Attest:

Palm Beach Metropolitan Planning Organization

By: Randy Whitfield
Randy Whitfield
Director, MPO

By: Robert Friedman
Robert Friedman, Chair

Approved as to Form and Legal Sufficiency

[Signature]
County Attorney

Approved as to Terms and Conditions

Randy Whitfield
Randy Whitfield, MPO Director

Approved as to Form and Legal Sufficiency

[Signature]
County Attorney

Approved as to Terms Conditions

Richard Walesky
Richard Walesky, ERM Director

Addition to Attachment C

JPA Time Extension to December 31, 2009

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS
SECRETARY

MEMORANDUM

DATE: March 04, 2009
TO: Randy M. Whitfield
Director
Palm Beach MPO
2300 N. Jog Rd., 4th Floor
West Palm Beach, FL 33411-2749
FROM: Nancy A. Ziegler, District Modal Development Administrator
SUBJECT: EXTENSION OF TIME--Joint Participation Agreement
Intermodal- Palm Beach County Water Docks

FM No. 415050-1-94-01 Contract No. ANO90

The time allotted for the completion of services on subject agreement dated August 18, 2004 and any supplemental thereto will expire on April 1, 2009

In accordance with Section 18.00 of the Joint Participation Agreement, you may request a time extension. For your convenience, you may complete, sign, date and return this form to me.

It is requested that the Joint Participation Agreement for the subject project be extended until December 31, 2009 for the following reason(s): Permits were delayed

Agency: Palm Beach County Metropolitan Planning Organization

Date: 3-19-09

BY
APPROVED

Title: PB MPO Director

District Project Manager

Date: 3/24/2009

District Director Transportation Development

Date: 3-26-09

R 2005-2074

**FIRST AMENDMENT
TO THE
INTERLOCAL AGREEMENT FOR DUNE RESTORATION
BETWEEN
PALM BEACH COUNTY
AND
THE TOWN OF LANTANA**

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR DUNE RESTORATION is entered into this 1st day of May, 2008, between the **Town of Lantana**, a municipality incorporated under the laws of the State of Florida (hereinafter "Town"), and **Palm Beach County**, a political division of the State of Florida (hereinafter "County"), each one constituting a public agency designated in Part I of Chapter 163, Florida Statutes and referred to collectively herein as the "Parties".

WITNESSETH:

WHEREAS, pursuant to section 163.01, Florida Statutes, on October 18, 2005, the Parties entered into an Interlocal Agreement (County Interlocal Agreement R# 2005-2074, the "Agreement") for the purpose of completing dune restoration upon coastal property owned by Lantana; and

WHEREAS, the Parties now wish to amend the Agreement in accordance with the terms as set forth in this First Amendment.

NOW, THEREFORE, the County and the Town, in consideration of the terms and conditions set forth herein and the benefits flowing from each to the other, do hereby agree as follows:

Section 1. The facts set forth in the preamble to this First Amendment are true and correct, and are hereby reaffirmed by the parties.

Section 2. Paragraph 9 of the Agreement is hereby amended to read as follows:

9. Term. This Agreement shall be effective upon execution by both parties and filing with the Clerk of the Court, as required by Chapter 163, Florida Statutes, and shall continue through May 1, 2011, at which time the rights and Easement granted herein shall automatically terminate.

Section 3. Paragraph 12 of the Agreement is hereby amended to read as follows:

12. Notices. All notices required under this Agreement shall be in writing and shall be delivered or sent certified mail, return receipt requested, to:

Palm Beach County Department of
Environmental Resource Management
2300 North Jog Road, 4th Floor

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West Palm Beach, FL 33411-2743

Town of Lantana
500 Greynolds Circle
Lantana, FL 33462

Section 4. This First Amendment shall be attached to the Agreement which was entered into by and between the County and the Town on October 18, 2005 (R# 2005-2074) and shall become a part thereof. All other Sections of the Agreement shall remain in full force and effect as set forth in the Agreement and there shall be no changes to the Agreement with the exception of those items specifically set forth in this First Amendment.

IN WITNESS WHEREOF, Town of Lantana and Palm Beach County have set hereto their hand and seals on the day and year first above set forth.

ATTEST:

By: Michele Knox
Michele Knox, Town Clerk

Approved as to Form and Legal Sufficiency

By: R. Max Lohman
R. Max Lohman, Esq. Town Attorney

TOWN OF LANTANA

By: David J. Stewart
DAVID J. STEWART, MAYOR
(seal)

~~ATTEST: Sharon B. Book, Clerk and Comptroller~~

By: _____
~~Deputy Clerk~~

~~Approved as to Form and Legal Sufficiency~~

By: _____
~~Assistant County Attorney~~

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Richard E. Walesky
~~ADDIE GREEN, CHAIR~~
Richard E. Walesky, Director
Dept. of Environmental Resources Mgt.
~~Approved as to Terms and Conditions~~

By: _____
Richard E. Walesky, ERM Director

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Palm Beach County

Department of Environmental Resources Management
 2300 North Jog Road, 4th Floor
 West Palm Beach, FL 33411-2743
 Phone (561) 233-2400 Fax (561) 233-2414

**CONSTRUCTION
 SOLICITATION/QUOTATION/
 PURCHASE ORDER**

The following number must appear on all related invoices, packing slips and correspondence, and sent to the above address: **2009ERM06**

TO:
 Murphy Construction Company Div Jamco Inc
 1615 Clare Avenue
 West Palm Beach, FL 33401
 Phone 561-655-3634 Fax #561-655-3674
 FEIN # 591697495
 PBC Vendor Registration #MURP0001

PROJECT NAME: SOUTH COVE TURBIDITY PILINGS
PROJECT LOCATION: South Cove Fill Area
PROJECT NUMBER: 2009ERM06
DISTRICT #: 7

QUOTATION DATE	P.O. DATE	F.O.B. POINT	PAYMENT TERMS	DISCOUNT OR EARLY COMPLETION TERMS
September 8, 2009	September 10, 2009	South Cove, West Palm Beach	Prompt Payment: FS 218.735	N/A
COMPLETION DEADLINE	INSURANCE CERT.s ATTACHED	PROGRESS PAYMENTS/RETAINAGE	LIQUIDATED DAMAGES	CRITICAL FACILITY (Fingerprinting)?
7 days for Installation – 1 year for Removal	X	2 Invoices; No retainage	N/A	No
BUDGET ACCOUNT: 1229-380-3073-3401		FISCAL APPROVAL OF BUDGET AVAILABILITY: <u>Attached</u>		

General Description: Supply and install turbidity pilings prior to sand placement at Project Location, and, subsequent piling removal at the County's direction, as described below. All work described in this PO including subsequent sand placement will be governed by the Palm Harbor Marina Expansion & Dredge Project, FDEP Permit #50-0264453-003 and USACOE Permit # SAJ-2001-3636(IP-KLV). The sand will be provided at no cost to the County.

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
A minimum of 40	LS	Turbidity Piling installation* Piles being installed with the expectation of approximately 20,000 cubic yards of fill to be provided barring any jurisdictional or legal proceedings. *Delivery and installation allowed on weekend(s).		\$12,500.00
A minimum of 40	LS	Subsequent Piling removal - The pilings will be left in place for approximately one (1) year. The County will authorize the Turbidity Piling removal in advance and in writing.		\$ 6,000.00

Additional indemnitee: None

SUBTOTAL	\$18,500.00
SHIPPING & HANDLING	Included in above
TOTAL	\$18,500.00

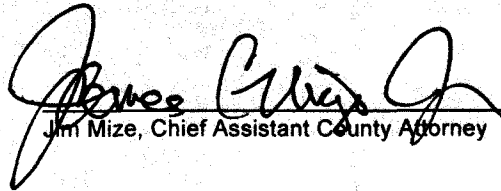
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Additional Insured: Palm Beach County

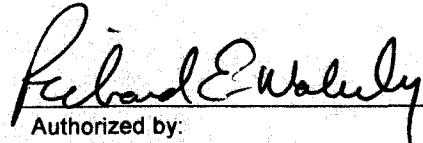
The PO goods and/or services shall be provided in accordance with this Purchase Order and the following, which are incorporated herein by reference and attached:


- (a) Certificate (Corporation)
- (b) PBC Purchase Order Standard Terms and Conditions
- (c) SBE Schedule 1
- (d) Quotation
- (e) Insurance Certificate
- (f) 2 Plansheets

Approved as to Form and Legal Sufficiency:


Jimi Mize, Chief Assistant County Attorney Date 9/11/09

Contractor is required to review the accuracy of the above and sign both documents and return both originals to: Julie Aden, Environmental Contract Manager, at the above address. This Purchase Order is not effective until signed by the ERM Director. Contractor must notify the County immediately if unable to complete as specified.


Authorized by: Richard E. Walesky, Director
Dept. of Environmental Resources Mgt. Date 9/11/09


Accepted and Acknowledged by Martin E. Murphy, Vice President
for The Murphy Construction Company Date 9/11/09

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**CERTIFICATE
(Corporation)**

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

1. That he/she is the Secretary of The Murphy Construction Co., 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 18th day of December, 20 07, 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 Martin E. Murphy (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 11th day of September, 20 09.

Victor Martinelli

(Signature)

(CORPORATE SEAL)

Victor Martinelli, Secretary/Treasurer
(Print Signatory's name & title)

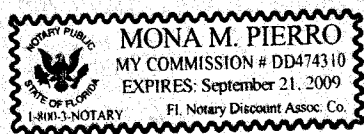
SWORN TO AND SUBSCRIBED before me this 11th day of September, 20 09, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

Mona M. Pierro

(Notary Signature)
Mona M. Pierro

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

State of Florida at Large
My Commission Expires:
9/21/09



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

**South Cove Turbidity Pilings
Project No. 2009ERM06**

TERMS AND CONDITIONS

1. **Contract** - Contractor agrees that by submitting an offer which is accepted by the Department of Environmental Resources Management (ERM), as designee for the Palm Beach County Board of County Commissioners (County), a binding contract is formed in accordance with the County's terms, conditions and specifications as set forth in the solicitation and this Purchase Order (PO). Contractor certifies that the offer has been made by an officer or employee having the authority to bind the Contractor. Accordingly, payment will only be made to the company and the address as provided in the Contractor's offer unless prior written authorization is received from the County.
2. **Modifications** No modifications of this Purchase Order, including but not limited to these Terms and Conditions, shall be binding upon the County unless approved by the ERM Director.
3. **Assignments** Assignments are prohibited unless prior written consent is given by the ERM Director and the Contractor.
4. **Excusable Delays** The County may grant additional time for any delay if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Contractor.
5. **Default** The County may, by written notice of default to the Contractor, terminate the PO in whole or in part if the Contractor fails to satisfactorily perform any provisions of this solicitation or resultant PO, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant PO, or provides repeated non-performance, or does not remedy such failure within a period of three (3) calendar days (or such period as the ERM Director may authorize in writing) after receipt of notice from the ERM Director specifying such failure. In the event the County terminates this PO in whole or in part because of default of the Contractor, the County may procure goods and/or services similar to those terminated, and the Contractor shall be liable for any excess costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of, the Contractor), the rights and obligations of the parties shall be those provided in "Termination".
6. **Termination** The County may, whenever the interests of the County so require, terminate the PO, in whole or in part, for the convenience of the County, by written notice to the Contractor. Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the PO. The Contractor shall only be compensated for acceptable goods and services up to the date of termination.
7. **F.O.B.** The F.O.B. point shall be the destination. If County agrees, freight charges may be prepaid by the Contractor and listed on the invoice; however, Contractor retains title and assumes all responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.
8. **Deliveries** Deliveries are to be made Monday through Friday, excluding holidays, unless otherwise stipulated on the PO.
9. **Punchlist, Inspection, Acceptance and Closeout** The Contractor shall notify the County in writing that the PO goods and/or services are substantially complete and request that the County prepare a Certificate of Substantial Completion. If the County considers the PO substantially complete, the County shall prepare the Certificate of Substantial Completion. The County shall issue the Punchlist, based on the aforementioned inspection or subsequent inspections, to the Contractor within thirty (30) calendar days after Substantial Completion. The Punchlist shall establish a date for completion of corrective work. All goods and/or services provided on this PO are subject to inspection and acceptance upon receipt or completion by the ERM Project Manager. Prior to payment, the Contractor shall provide satisfactory

- closeout statements and releases as required by the County. Payment shall not be authorized until the goods and/or services have been received, accepted and properly invoiced.
10. **Invoicing** Contractor must send original invoice to the Palm Beach County ERM, 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743.
 11. **Payment Terms** Contractor agrees that interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.735.
 12. **Taxes** The County is exempt from Federal and State taxes.
 13. **Insurance** The Contractor shall maintain insurance coverages during the performance of its PO services. **Commercial General Liability/Combined Single Limit, Bodily Injury & Property Damage** (including Premises/Operations, Independent Contractors, Personal Injury, Products/Complete Operations, Contractual liability, Broad Form Property Damage, X-C-U Coverages, if applicable and General Aggregate, if applicable, must be on a Per Project basis) \$500,000 per occurrence. **Workers Compensation and Employer's Liability Statutory. U.S. Longshoreman's and Harbor Workers Act and/or Jones Act Endorsements** (only if work is on or contiguous to navigable water bodies) \$100,000/500,000/100,000. **Protection and Indemnity** (only if work involves watercraft owned or operated by Contractor) \$1,000,000. **Comprehensive Auto Liability** \$500,000 per occurrence.
 14. **Purchase Order** The County will not accept any goods delivered or services performed unless a PO signed by the ERM Director has been issued for said goods and/or services. The PO number must appear on all invoices, packing slips and correspondence concerning the PO.
 15. **Pricing** Unless specifically requested in the specifications, any response containing modifying or escalation clauses shall be rejected. The price offered must be in accordance with the unit of measure provided on the response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your response. Contractor warrants by virtue of submitting an offer that prices shall remain firm for a period of 90 calendar days from the date of opening to allow for evaluation and award. Prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
 16. **Quantities** Quantities specified in the PO cannot be changed without County's written approval. Goods shipped in excess of quantity designated may be returned at Contractor's expense.
 17. **Site Conditions** The Contractor shall be responsible for having determined to its satisfaction, prior to the submission of its quote, the nature and location of the Work and the general and local conditions. The failure of Contractor to acquaint itself with any applicable condition shall not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely completing the PO.
 18. **Florida Products and Labor** Section 255.04, Florida Statutes, requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.
 19. **Material Safety Data Sheets (MSDS)** Contractor compliance is required under Chapter 442, Florida Statutes; that any toxic substance delivered as a part of this PO must be accompanied by an MSDS.
 20. **Contractor Responsibility** Contractor represents that it is fully experienced and properly qualified to perform the PO services, and that it is properly licensed, equipped, organized and financed to perform such services. Contractor shall act as an independent contractor and not as the agent of the County in performing the PO, maintaining complete control over its employees and all of its suppliers and subcontractors. Any services performed by the Contractor without proper authorization is performed at the Contractor's risk, and the County shall have no obligation to compensate the Contractor for such work. The Contractor's Construction Manager shall be present at the work site 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.
 21. **Employees** All labor required for the services shall be executed in a thoroughly substantial and workmanlike manner by workers skilled in the applicable trades. No intoxicating substance shall be allowed on the project or staging site(s).
 22. **Subcontractors and Suppliers** The Contractor shall provide a list of its subcontractors to the County when requested. The County reserves the right to reject the use of a subcontractor on the project. The Contractor 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 Contractor is for the acts and omissions of

persons directly employed by Contractor. Nothing contained in the PO or its attachments shall create any contractual relation between any subcontractor or supplier and the County.

23. **Guarantee** The Contractor guarantees that the goods and/or services to be provided under the PO and all workmanship, materials, and equipment performed, furnished, used, or installed shall be free from defects and flaws, and shall be performed and furnished in accordance with the PO; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that performance test requirements of the Contract shall be fulfilled. The Contractor shall remedy all defects and shall repair, correct, or replace all damage to the other work, persons or property resulting from failures covered by the guarantee. The guarantee shall remain in effect for one (1) year from the date of final acceptance unless a longer period is specified. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the guarantee shall subject the remedied portion to an extended guarantee period of one (1) year after the defect has been remedied.
24. **Not a Convicted Vendor** As provided in Florida Statute 287.133(2)(a) a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By entering into this PO 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).
25. **Anti-Discrimination** Contractors doing business with the County are prohibited from discriminating against any employee or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
26. **Legal Requirements** The Contractor must strictly comply with all Federal, State, County and local laws, ordinances, rules, regulations, orders, notices, requirements and permits that in any manner affect the goods and/or services provided herein. The County shall not be liable to the Seller for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this PO, or from any other matter generated by or relating to this PO.
27. **Criminal History Records Check Ordinance** Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods and/or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of Contractor, including repair persons and delivery persons who are unescorted when entering a facility determined to be critical to public safety and security of the County. County facilities that require this heightened level of security (Critical Facility) are identified in Resolution R-2003-1274, as may be amended, which is available upon request. The PO indicates if the project location is a Critical Facility. The Contractor is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the Contractor acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.
28. **SBE Program** It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that Small Business Enterprises (SBE) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. In accordance with the SBE Program, a preference is given to certified SBEs. The County has established a minimum goal of 15% SBE participation for all County solicitations.
29. **Local Preference** In accordance with the Palm Beach County Local Preference Ordinance, a preference is given to bidders having a permanent place of business in Palm Beach County.
30. **Indemnification** To the extent authorized by law, specifically Florida Statute 725.06, the Contractor shall indemnify, save and hold harmless the County, its employees and agents, and, any additional

indemnitees and their employees, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors or assignees pursuant to the terms and conditions of this PO. Additional indemnitees are identified on the PO.

31. **Endorsements** No endorsements by the County of the goods and/or services will be used by the Contractor in any way, manner or form.
32. **Venue** Any and all legal actions arising from or necessary to enforce this PO will be held in a State court of competent jurisdiction in Palm Beach County.
33. **Public Records** Any information submitted relating to this PO will become a public document pursuant to Section 119.07, Florida Statutes.
34. **Right to Audit** The County shall have the right to audit for five (5) years after Final Payment or resolution of all claims Contractor's and its subcontractors' books, records, documents.

END OF SECTION

SCHEDULE 1

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

PROJECT NUMBER: 2009ERM06






PROJECT NAME: South Cove Turbidity Pilings

NAME OF PRIME BIDDER: Murphy Construction Company ADDRESS 1615 Clair Avenue, West Palm Beach, FL 33401

CONTACT PERSON: Martin Murphy, Jr. PHONE NO: 561-655-3634 FAX NO: 561-655-3674

RFQ DEADLINE: N/A DEPARTMENT: Environmental Resources Management

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. 	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2. 	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3. 	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4. 	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5. 	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)			Total	\$ _____	\$ _____	\$ _____	\$ _____

Total Bid Price \$18,500.00

Total Value of SBE Participation \$0.00

- NOTE:**
- 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.
 - 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.
 - M/WBE information is being collected for tracking purposes only.

PROPOSAL - CONTRACT

1615 Clare Ave.
West Palm Beach, FL 33401
Phone (561) 655-3634



P O Box 3768
West Palm Beach, FL 33402
Fax (561) 655-3674

PROPOSAL SUBMITTED TO Attn: Mr. Dan Bates, Environmental Director Palm Beach County Dept. of Environmental Resource Management	PHONE 561/233-2400 FAX: 561/233-2414	DATE 09/08/09
STREET 2300 N. Jog Road, 4 th Floor	JOB NAME Installation of Perimeter Piling	
CITY, STATE AND ZIP CODE West Palm Beach, FL 33411-2743	JOB LOCATION South Cove Dredge Spoil Deployment Area, West Palm Beach, FL	
ARCHITECT/ENGINEER	DRAWING NO./NAME	DATE OF PLANS

We hereby propose to furnish materials, labor and equipment as necessary to install perimeter piling to anchor a turbidity screen around the south cove dredge spoil deployment area.

For the lump sum of ... \$12,500.00

Notes:

- Permits and permit cost are not included.
- There will be a minimum of 40 each pile utilized to anchor the turbidity screen.
- The removal cost for the piling will be \$6,000.00.
- The piling will be left in place for approximately 6 months.
- Bond is not included. If a bond is desired for the installation and removal cost combined, please **add \$310.00**.
- PBC DERM to provide MCC with the most recent bathymetric survey and sea grass study/location available.

Complete, as described above, for the total lump sum of:

----- TWELVE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS ----- (\$ 12,500.00)

THE MURPHY CONSTRUCTION CO.

Accepted by:

By:

SIGNATURE

(Firm Name)

John E. Murphy, President and C.E.O.

By:

Note: This proposal may be

Title:

withdrawn by us if not accepted
within 30 days

Date:

ACCEPTANCE OF PROPOSAL

The above quotation is subject to all terms and conditions of both sides hereof, and it becomes a contract when acceptance is signed by an authorized agent of each party. Payment will be made as outlined in the Terms and Conditions of Contract on the reverse side of this proposal.

-over-

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Certificate of Insurance

THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION, ONLY AND CONFERS NO RIGHT UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, END, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

This is to Certify that

The Murphy Construction Co.

PO Box 3768

West Palm Beach

FL 33402-3768

NAME AND ADDRESS OF INSURED



Liberty Mutual.

is, as the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXPIRATION DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY										
WORKERS COMPENSATION	1/1/2010	WA7-65D-052693-489	<table border="1"> <tr> <td>COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: FL</td> <td>EMPLOYERS LIABILITY</td> </tr> <tr> <td></td> <td>Bodily Injury by Accident \$500,000 Each Accident</td> </tr> <tr> <td></td> <td>Bodily Injury by Disease \$500,000 Policy Limit</td> </tr> <tr> <td></td> <td>Bodily Injury by Disease \$500,000 Each Person</td> </tr> </table>	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: FL	EMPLOYERS LIABILITY		Bodily Injury by Accident \$500,000 Each Accident		Bodily Injury by Disease \$500,000 Policy Limit		Bodily Injury by Disease \$500,000 Each Person		
COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: FL	EMPLOYERS LIABILITY												
	Bodily Injury by Accident \$500,000 Each Accident												
	Bodily Injury by Disease \$500,000 Policy Limit												
	Bodily Injury by Disease \$500,000 Each Person												
GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	1/1/2010	TB2-651-052693-029	<table border="1"> <tr> <td>General Aggregate—Other than Products / Completed Operations</td> <td>\$2,000,000</td> </tr> <tr> <td>Products / Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Bodily Injury and Property Damage Liability Per Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Personal Injury Per Person / Organization</td> <td>\$1,000,000</td> </tr> <tr> <td>Other \$300,000 Prem rented to you</td> <td>\$10,000 Medical payments</td> </tr> </table>	General Aggregate—Other than Products / Completed Operations	\$2,000,000	Products / Completed Operations Aggregate	\$2,000,000	Bodily Injury and Property Damage Liability Per Occurrence	\$1,000,000	Personal Injury Per Person / Organization	\$1,000,000	Other \$300,000 Prem rented to you	\$10,000 Medical payments
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Bodily Injury and Property Damage Liability Per Occurrence	\$1,000,000												
Personal Injury Per Person / Organization	\$1,000,000												
Other \$300,000 Prem rented to you	\$10,000 Medical payments												
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	1/1/2010	AS1-651-052693-039	<table border="1"> <tr> <td></td> <td>\$1,000,000 Each Accident—Single Limit B.I. And P.D. Combined</td> </tr> <tr> <td></td> <td>Each Person</td> </tr> <tr> <td></td> <td>Each Accident or Occurrence</td> </tr> <tr> <td></td> <td>Each Accident or Occurrence</td> </tr> </table>		\$1,000,000 Each Accident—Single Limit B.I. And P.D. Combined		Each Person		Each Accident or Occurrence		Each Accident or Occurrence		
	\$1,000,000 Each Accident—Single Limit B.I. And P.D. Combined												
	Each Person												
	Each Accident or Occurrence												
	Each Accident or Occurrence												
OTHER Umbrella Excess Liability	1/1/2009 - 1/1/2010	TH2-651-052693-049	<table border="1"> <tr> <td>\$1,000,000 General Aggregate</td> </tr> <tr> <td>\$1,000,000 Bodily Injury & Property Damage</td> </tr> <tr> <td>\$1,000,000 Products/Completed Operations</td> </tr> </table>	\$1,000,000 General Aggregate	\$1,000,000 Bodily Injury & Property Damage	\$1,000,000 Products/Completed Operations							
\$1,000,000 General Aggregate													
\$1,000,000 Bodily Injury & Property Damage													
\$1,000,000 Products/Completed Operations													

ADDITIONAL COMMENTS
 RE: Temporary Wood Piling Installation and Removal @ South Cove Dredge Spoil Deployment Area, West Palm Beach, FL. The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida), its officers, directors, agents, and employees are hereby named as additional insured with respect to General Liability coverage (CG2007 07 04).

* If the certificate expiration date is continuous or open end term, you will be notified if coverage is terminated or reduced before the certificate expiration date.
 SPECIAL NOTICE: ONLY ANY PERSON WHO, WITH INTENT TO DECEASE OR FRAUD, THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, RETIRANT, AN APPLICATION OR FILE A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IN OBTAINING AN INSURANCE POLICY.
 IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS: THIS CERTIFICATE HELDERS: IN THE EVENT YOU HAVE ANY QUESTIONS OR NEED INFORMATION ABOUT THIS CERTIFICATE FOR ANY REASON, PLEASE CONTACT YOUR LOCAL SALES PRODUCER WHOSE NAME AND TELEPHONE NUMBER APPEARS IN THE LOWER RIGHT HAND CORNER OF THIS CERTIFICATE. THE APPROPRIATE LOCAL SALES OFFICE MAILING ADDRESS MAY ALSO BE OBTAINED BY CALLING THE NUMBER
 NOTICE OF CANCELLATION (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
 BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED.

Liberty Mutual Insurance Group

Palm Beach County Board of Commissioners
 c/o Dept. of Environmental Resources Mgmt.
 2300 N. Jog Road, 4th Floor
 West Palm Beach FL 33411

Felice Vinarul
 Felice Vinarul
 FT LAUDERDALE / 0507
 SUITE 110 14050 NW 14TH STREET
 SUNRISE FL 33323
 OFFICE PHONE
 AUTHORIZED REPRESENTATIVE
 954-651-1080
 8/9/2009
 DATE TESTED

ACORD CERTIFICATE OF LIABILITY INSURANCE		Form 20 41778
PRODUCER Wells Fargo Insurance Services Corporation 2194 Vista Parkway, Suite 400 West Palm Beach FL 33411-2715 (305) 788-5500		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE GENERAL Fireman's Fund Ind Company NUMBER 1 NUMBER 2 NUMBER 3 NUMBER 4		DATE PERIOD 9/9/2009
INSURED Murphy Construction Co. 1830 Glens Avenue West Palm Beach FL 33403		NAIC #

COVERAGES

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

TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
1	GENERAL LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				EXCESS TO REPORTED POLICIES OR AGREEMENT
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				NET WRT CIVIL RIGHTS
					PERSONAL AND ADJ INJURY
					BIOMEDICAL AGGREGATE
					PRODUCTS - CONTEMP ADD
LIMIT AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PER <input type="checkbox"/> PER <input type="checkbox"/> LOC					
2	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (SA EXCESS)
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
	<input type="checkbox"/> RENTED AUTOS				PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> NONOWNED AUTOS				
3	BOAT LIABILITY				AUTO ONLY - SA ACCIDENT
	<input type="checkbox"/> ANY AUTO				OTHER THAN SA ACCIDENT
					ADJ
4	RECREATIONAL LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
	<input type="checkbox"/> RECREATIONAL				
	<input type="checkbox"/> RECREATION				
5	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				SA EACH OCCURRENCE
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY				SA EACH OCCURRENCE - SA EMPLOYER
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY				SA EACH OCCURRENCE - POLICY LIMIT
2	Other Ocean Marine	100297506437	10/13/2008	10/13/2009	Null \$1,054,010
A	Ocean Marine	100297506437	10/13/2008	10/13/2009	P&I and Crew's Cargo \$1,000,000

DESCRIPTION OF OPERATIONS / LIABILITIES / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 American Institute Hull Clauses and P&I Form 00-36 (1998). 10 days notice of cancellation for nonpayment of premium. RE: Temporary wood piling installation and removal at South Cove Bridge Spoil Disposal Area, West Palm Beach, FL. The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida), its officers, directors, agents, and employees are listed as additional insureds.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Environmental Resources Manager 2300 North Bay Road, 4th Fl. West Palm Beach FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ADVISE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>[Signature]</i>
---	---

29

9/9/2003

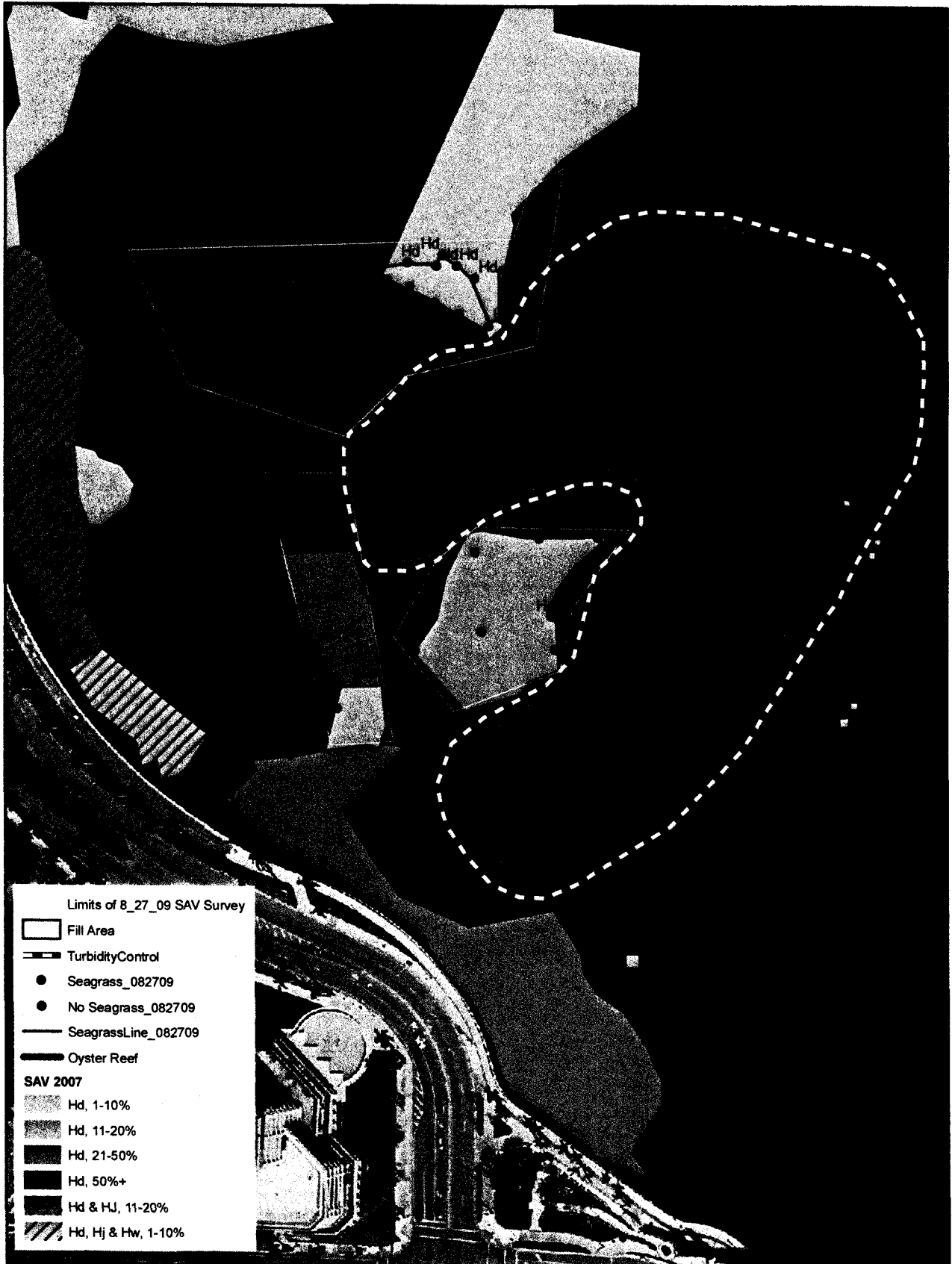
IMPORTANT




If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

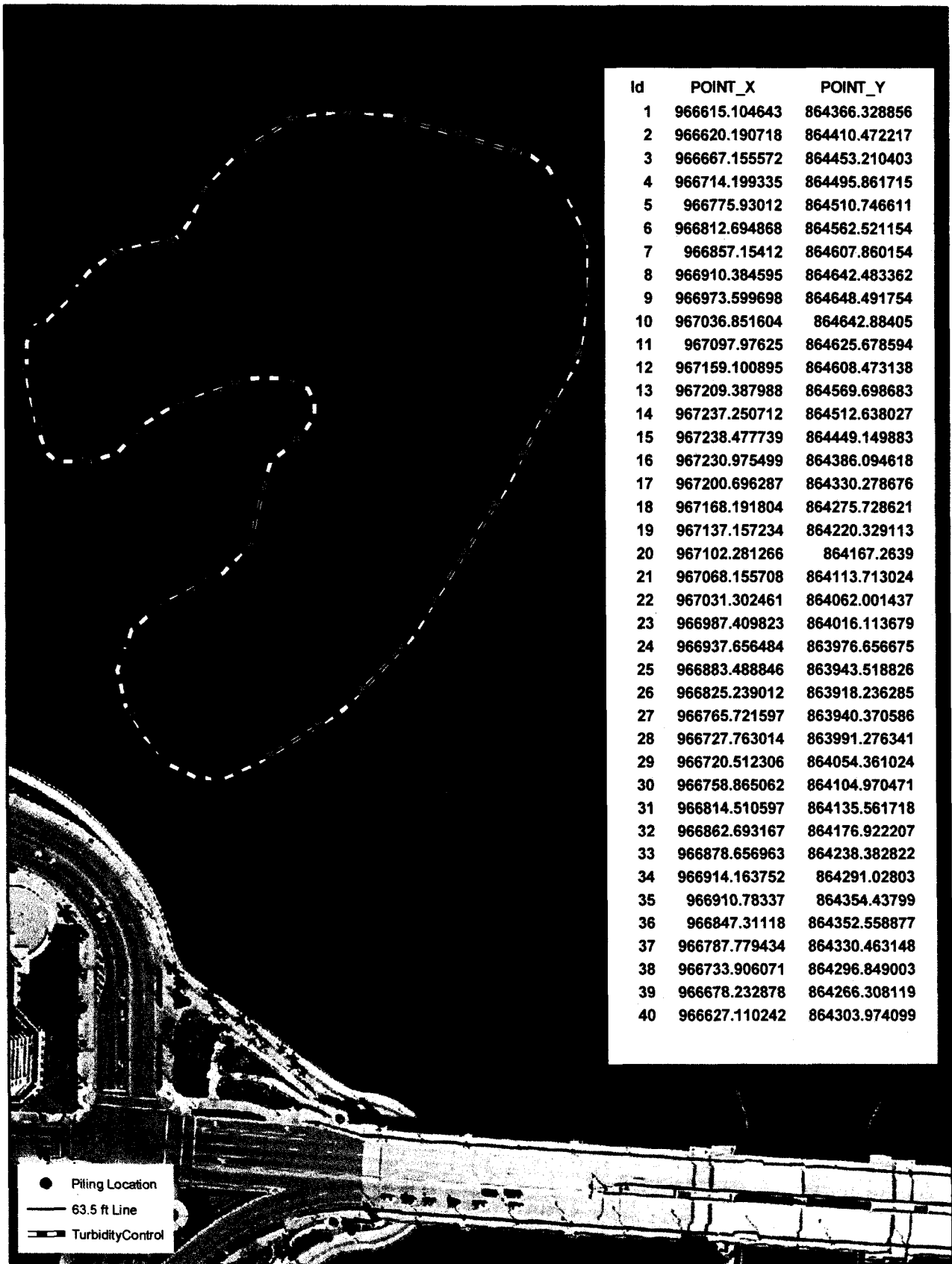
DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



	<p>South Cove Natural Area August 27, 2009 Resource Survey Around Fill Area</p> <p>Palm Beach County Department of Environmental Resources Management 2300 N. Jog Road, 4th Floor West Palm Beach, FL 33411</p>		<p>0 70 140 280 Feet</p> 
			<p>August 28, 2009</p>

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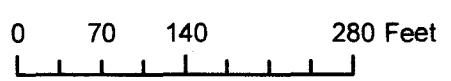
Id	POINT_X	POINT_Y
1	966615.104643	864366.328856
2	966620.190718	864410.472217
3	966667.155572	864453.210403
4	966714.199335	864495.861715
5	966775.93012	864510.746611
6	966812.694868	864562.521154
7	966857.15412	864607.860154
8	966910.384595	864642.483362
9	966973.599698	864648.491754
10	967036.851604	864642.88405
11	967097.97625	864625.678594
12	967159.100895	864608.473138
13	967209.387988	864569.698683
14	967237.250712	864512.638027
15	967238.477739	864449.149883
16	967230.975499	864386.094618
17	967200.696287	864330.278676
18	967168.191804	864275.728621
19	967137.157234	864220.329113
20	967102.281266	864167.2639
21	967068.155708	864113.713024
22	967031.302461	864062.001437
23	966987.409823	864016.113679
24	966937.656484	863976.656675
25	966883.488846	863943.518826
26	966825.239012	863918.236285
27	966765.721597	863940.370586
28	966727.763014	863991.276341
29	966720.512306	864054.361024
30	966758.865062	864104.970471
31	966814.510597	864135.561718
32	966862.693167	864176.922207
33	966878.656963	864238.382822
34	966914.163752	864291.02803
35	966910.78337	864354.43799
36	966847.31118	864352.558877
37	966787.779434	864330.463148
38	966733.906071	864296.849003
39	966678.232878	864266.308119
40	966627.110242	864303.974099

● Piling Location
 - - - 63.5 ft Line
 — TurbidityControl



**South Cove Natural Area
 Typical Piling Location for Turbidity Curtain
 Surrounding th Perimeter of the Fill Area**

Palm Beach County
 Department of Environmental Resources Management
 2300 N. Jog Road, 4th Floor
 West Palm Beach, FL 33411



September 10, 2009

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Typical South Cove Piling Location Surrounding the Perimeter of the Fill Area

Piling ID	POINT_X (Easting)	POINT_Y (Northing)
1	966615.10464300000	864366.32885600000
2	966620.19071800000	864410.47221700000
3	966667.15557200000	864453.21040300000
4	966714.19933500000	864495.86171500000
5	966775.93012000000	864510.74661100000
6	966812.69486800000	864562.52115400000
7	966857.15412000000	864607.86015400000
8	966910.38459500000	864642.48336200000
9	966973.59969800000	864648.49175400000
10	967036.85160400000	864642.88405000000
11	967097.97625000000	864625.67859400000
12	967159.10089500000	864608.47313800000
13	967209.38798800000	864569.69868300000
14	967237.25071200000	864512.63802700000
15	967238.47773900000	864449.14988300000
16	967230.97549900000	864386.09461800000
17	967200.69628700000	864330.27867600000
18	967168.19180400000	864275.72862100000
19	967137.15723400000	864220.32911300000
20	967102.28126600000	864167.26390000000
21	967068.15570800000	864113.71302400000
22	967031.30246100000	864062.00143700000
23	966987.40982300000	864016.11367900000
24	966937.65648400000	863976.65667500000
25	966883.48884600000	863943.51882600000
26	966825.23901200000	863918.23628500000
27	966765.72159700000	863940.37058600000
28	966727.76301400000	863991.27634100000
29	966720.51230600000	864054.36102400000
30	966758.86506200000	864104.97047100000
31	966814.51059700000	864135.56171800000
32	966862.69316700000	864176.92220700000
33	966878.65696300000	864238.38282200000
34	966914.16375200000	864291.02803000000
35	966910.78337000000	864354.43799000000
36	966847.31118000000	864352.55887700000
37	966787.77943400000	864330.46314800000
38	966733.90607100000	864296.84900300000
39	966678.23287800000	864266.30811900000
40	966627.11024200000	864303.97409900000

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 09/10/09 **REQUESTED BY:** Debora Wilson **PHONE:** 681-3812
PROJECT TITLE: South Cove Turbidity Pilings **Work Order NO:**
LOCATION: South Cove **Project NO:**
ORIGINAL CONTRACT AMOUNT: **BCC RESOLUTION#**
REQUESTED AMOUNT: \$18,500.00 **DATE:**
CSA/LOA CHANGE ORDER AMOUNT:
CSA/LOA CHANGE ORDER NUMBER:
CONTRACTOR/CONSULTANT NAME: Murphy Construction Company Div Jamco Inc

**PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR:** Perform turbidity piling installation and removal as describe on the attached order.

BUDGET ACCOUNT NUMBER (IF KNOWN):

FUND	DEPART	UNIT	OBJ	PROGRAM	PG PERIOD	AMOUNT
<u>1229</u>	<u>380</u>	<u>3073</u>	<u>3401</u>	<u>COVEEX</u>	<u>GY06</u>	\$9,250.00
<u>1224</u>	<u>380</u>	<u>3073</u>	<u>3401</u>	<u>COVEEX</u>	<u>GY06</u>	\$9,250.00

AD VALOREM OTHER FEDERAL

REVENUE:

ANTICIPATED DATE OF APPROVAL:

BAS APPROVED BY: Liz Ruwicz DATE: 9/10/09

ENCUMBRANCE NUMBER:

Original to FSS

CL JK

Cert ID 62439

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/8/2009
PRODUCER Wells Fargo Insurance Services Southeast 2054 Vista Parkway, Suite 400 West Palm Beach FL 33411-2718 (561) 655-5500	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Murphy Construction Company & Terminal Construction Equipment Company 1630 Clare Avenue West Palm Beach FL 33401	INSURER A: Fireman's Fund Ins Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Ocean Marine	OHL97506427	10/12/2009	10/12/2010	Hull \$1,854,010
A		Ocean Marine	OHL97506427	10/12/2009	10/12/2010	P&I excl Crew & Cargo \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

American Institute Hull Clauses and P&I Form SP-38 (1955). 10 days notice of cancellation for nonpayment of premium. RE: Palm Beach County Annual Artificial Reef & Breakwater Project. Project No. 2008ERM04. The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida), its officers, directors, agents, and employees are listed as additional insureds.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Environmental Resources Manage 2300 North Jog Road, 4th FL West Palm Beach FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
---	--



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Eastern State's State Office

7150 Boston Blvd
Springfield, Virginia 22153

SHARON R. BOCK, CLERK
BOARD OF CO COMM PB CO
FINANCE

EN GMT
Env. Enh. & Restoration
Natural Resources Stewardship
Resources Protection
Mosquito Control
Finance & Support Services
Director
Deputy Director
Other

Jessica Yoib

IN REPLY REFER TO:

1510 (952)

September 30, 2009

Palm Beach Finance County
P.O. Box 4036
West Palm Beach, Florida 33402-4036

Subject: Palm Beach County Weed Control, Purchase Order No. L09PX02107

Your quote of \$40,897.40 is accepted. Purchase Order No. L09PX02107 is issued effective September 21, 2009.

Faye Winters will be the Project Inspector (PI) for the on-site inspection of the purchase order. She can be contacted at the BLM Eastern State's Office at 601-977-5431. This designation does not restrict your right to bring any questions directly to the Contracting Officer's attention.

A vendor must remain active in the Central Contractor Registration (CCR), at www.ccr.gov, in order to receive payments.

Your executed purchase order is enclosed.

/s/Velvette L. Clayton

Velvette L. Clayton
Contract Administrator

1 Enclosure
1- Purchase Order

cc: Faye Winters

RECEIVED
OCT 28 2009

ENVIRONMENTAL RESOURCES MANAGEMENT

36

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 0010015783
 PAGE OF: 1 | 3
 2. CONTRACT NO.:
 3. AWARD EFFECTIVE DATE:
 4. ORDER NUMBER: L09PX02107
 5. SOLICITATION NUMBER: L09PS01270
 6. SOLICITATION ISSUE DATE: 08/10/2009

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Velvette Clayton
 b. TELEPHONE NUMBER (No collect calls): 703-440-1741
 8. OFFER DUE DATE/LOCAL TIME: ET

9. ISSUED BY: L ES-STATE OFC BUS&ADMN SVC(ES952)
 7450 BOSTON BLVD.
 SPRINGFIELD VA 22153
 CODE: LEA
 10. THIS ACQUISITION IS:
 UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS SOLE SOURCE
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)
 NAICS: 115310
 SIZE STANDARD: \$7.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12. DISCOUNT TERMS:
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):
 13b. RATING:
 14. METHOD OF SOLICITATION: RFPQ IFB RFP

15. DELIVER TO: BLM-ES JACKSON FIELD OFFICE*
 411 BRIARWOOD DRIVE SUITE 404
 JACKSON MS 39206
 CODE: 0004276320
 16. ADMINISTERED BY: L ES-JACKSON DO(ES002)
 300 WOODROW WILSON DRIVE #326
 JACKSON MS 39213
 CODE: LEJ

17a. CONTRACTOR/OFFEROR: COUNTY OF, PALM BEACH
 P O BOX 4036
 WEST PALM BEACH FL 33402-4036
 CODE: 0070198398
 FACILITY CODE:
 18a. PAYMENT WILL BE MADE BY: OC622 - PAYMENTS SECTION
 BUREAU OF LAND MANAGEMENT
 DENVER FEDERAL CENTER, BLDG. 50
 POB 25047
 Denver CO 80225
 CODE: L000 INV

TELEPHONE NO.:
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	Invasive Plant Control at Jupiter Inlet. See Attached Solicitation package Suggested COR: FWINTERS Period of Performance: 09/21/2009 to 09/20/2010 PALM BEACH COUNTY WEED CONTROL. See attached Solicitation package. Accounting Info: Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				40,897.40

25. ACCOUNTING AND APPROPRIATION DATA: See schedule
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$40,897.40

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT REF. L09PS01270 OFFER DATED 08/27/2009. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: 1

30a. SIGNATURE OF OFFEROR/CONTRACTOR:
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER):

30b. NAME AND TITLE OF SIGNER (Type or print): Velvette Clayton
 30c. DATE SIGNED: 8/21/09
 31b. NAME OF CONTRACTING OFFICER (Type or print):
 31c. DATE SIGNED:

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	01 Account Assignment: K G/L Account: 6100.254B0 Business Area: L000 Commitment Item: 254B00 Cost Center: LLES002000 Functional Area: L10200000.JD0000 Fund: XXXL1109AF Fund Center: LLES002000 Asset Sub Number: 0000 PR Acct Assign Line: 01 Funded: \$0.00 Accounting Info: 01 Account Assignment: K G/L Account: 6100.255D0 Business Area: L000 Commitment Item: 255D00 Cost Center: LLES002000 Functional Area: L10200000.JD0000 Fund: XXXL1109AF Fund Center: LLES002000 Asset Sub Number: 0000 PR Acct Assign Line: 01 Funded: \$14,314.09 Accounting Info: 02 Account Assignment: K G/L Account: 6100.255D0 Business Area: L000 Commitment Item: 255D00 Cost Center: LLES002000 Functional Area: L10100000.JD0000 Fund: XXXL1109AF Fund Center: LLES002000 Asset Sub Number: 0000 PR Acct Assign Line: 02 Funded: \$9,406.40 Accounting Info: 03 Account Assignment: K G/L Account: 6100.255D0 Business Area: L000 Commitment Item: 255D00 Cost Center: LLES002000 Functional Area: L17110000.JD0000 Fund: XXXL1109AF Fund Center: LLES002000 Asset Sub Number: 0000 PR Acct Assign Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YYMMDD)
	42d. TOTAL CONTAINERS 38

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
L09PX02107

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF, PALM BEACH

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Line: 03 Funded: \$6,134.61 Accounting Info: 04 Account Assignment: K G/L Account: 6100.255D0 Business Area: L000 Commitment Item: 255D00 Cost Center: LLES002000 Functional Area: L12200000.JD0000 Fund: XXXL1109AF Fund Center: LLES002000 Asset Sub Number: 0000 PR Acct Assign Line: 04 Funded: \$11,042.30 Period of Performance: 09/21/2009 to 09/21/2010</p> <p>The total amount of award: \$40,897.40. The obligation for this award is shown in box 26.</p>				

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C. CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation clauses: <http://www.acquisition.gov/comp/far/index.htm> and
Department of the Interior Clauses: <http://www.doi.gov/pam/1452-3.html>

CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.242-14	Suspension of Work	April 1984
52.242-15	Stop Work Order	August 1989
52.247-34	F.O.B. Destination	November 1991
52.253-01	Computer Generated Forms	January 1991

52.212-4 CONTRACT TERMS AND CONDITIONS --- COMMERCIAL ITEMS (incorporated by reference)

(MAR 2009)

Addendum to 52.212-4(a), Contract Terms and Conditions--Commercial Items, regarding Inspection/Acceptance procedures:

SURVEILLANCE PLAN

On-site work included in the Statement of Work shall be subject to inspections by the Government at periodic intervals during the performance of the purchase order. Inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the Statement of Work requirements.

ACCEPTANCE

Unsatisfactory Work Quality

If contract work is not found to be in accordance with the Statement of Work, the Contractor may be required to redo all work efforts in order to bring the overall work effort in compliance with the Statement of Work. If inspection reveals the need for rework, the CO will notify the Contractor immediately in writing.

PAYMENT

Payment can be invoiced based on the Schedule of Items.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS

(JUN 2009)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]*
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
 - (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
 - (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).
 - (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
 - (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
 - (7) [Reserved]
 - (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-6.
 - (iii) Alternate II (Mar 2004) of 52.219-6.
 - (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-7.
 - (iii) Alternate II (Mar 2004) of 52.219-7.
 - (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
 - (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Oct 2001) of 52.219-9.
 - (iii) Alternate II (Oct 2001) of 52.219-9.

- ___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- X (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- X (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ___ (ii) Alternate I (Dec 2007) of 52.223-16.
- ___ (31) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (32)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (33) 52.225-5, Trade Agreements (June 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (40) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- X (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- X (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

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- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
 - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
 - (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
 - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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B. CONTINUATION OF SF-1449

SCHEDULE OF ITEMS

<u>Item</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Invasive weed removal at Jupiter Inlet	1	Job	\$ _____	\$ _____

ESTIMATED PERFORMANCE TIME: Date of Award through September 30, 2010

ESTIMATED START WORK DATE: September 23, 2009

EVALUATION FOR AWARD – The Government will make award on an all-or-none basis in accordance with Section E, Instructions, Conditions and Notices to Offeror, Provision 52.212-1, Instructions to Offerors -Commercial Items and 52.212-2 Evaluation - Commercial Items.

D. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

Attachment No.	Title	Pages
1	Statement of Work	3

**A. INVASIVE PLANT CONTROL AT JUPITER INLET LIGHTHOUSE
OUTSTANDING NATRUAL AREA (JLONA)STATEMENT OF WORK**

I. **AUTHORITY** -This contract will be awarded in accordance with the Carlson-Foley Act of October 17, 1968 (Public Law 90-583) to Palm Beach County Environmental Resources Management (ERM).

Carlson-Foley Act of October 17, 1968 (Public Law 90-583). Provides for the control of noxious plants on land under control or jurisdiction of the Federal Government. Section 1 authorizes the Bureau of Lanad Management to permit the commissioner of agriculture or other proper agency head of any State in which there is a program in effect for the control of noxious plants to enter upon any lands under their control or jurisdiction and destroy noxious plants growing on such land in accordance with the laws provisions. Section 2, allows for payment as follows, "any state incurring expenses pursuant to section 1 of this Act upon presentation of an itemized account of such expenses shall be reimbursed by the head of the department or agency having control or jurisdiction of the land with respect to which such expense were incurred, Provided, that such reimbursement shall be only to the extent that funds appropriated specifically to carry out the purposes of this Act are available therefor during the fiscal year in which the expenses are incurred.

II. SCOPE AND LOCATION

The Bureau of Land Management (BLM), Jackson Field Office (JFO) has a need for invasive, exotic plant control and removal on 67 acres (Lots 15, 16 and 19) within the Jupiter Inlet Lighthouse Outstanding Natural Area (JLONA) in northern Palm Beach County. The legal description of the tract is Tallahassee Meridian, T. 40 S., R. 43 E. Section 31 and includes Lots 15 (54 acres), Lot 16 (4.9) and Lot 19 (8.5 acres).

III. SPECIFIC TASKS

- A. The Contractor shall complete a three-week sweep by hand crews throughout the JLONA. Crews shall hand pull exotic vines such as rosary pea and balsam bear and using selective herbicide treatments on natal grass, exotic vines, and Brazilian pepper seedlings.
- B. Contractor shall avoid damage to native vegetation, or wildlife. The contractor shall be responsible for the control of all targeted exotic plants including mature trees, shrubs, saplings, seedlings, and vines.
- C. Contractor shall use the methods described below for herbicide application
AQUAPRO, GARLON 4, STALKER, SUNENERGY (methylated seed oil), AGRI-DEX (crop oil) and HI-LIGHT (colorant) are the anticipated herbicides to be used on the following primary target species:

-
1. Brazilian Pepper - Cut stump treatment using Garlon 4 15%, Stalker 3%, and Agri-Dex 82%
 2. Lead tree - Cut stump treatment with Garlon 4 15%, Stalker 3%, and Agri-Dex 82%
 3. Balsam pear – Foliar treatment with hand sprayer with AquaPro 3%, Sunenergy 5%, and Highlight 25%
 4. Natal grass - Foliar treatment with hand sprayer - AquaPro 3%, Sunenergy 5%, and Hi-Light 25%
 5. Rosary pea – Cut stump treatment - Garlon 4 15%, Stalker 3%, and Agri-Dex oil 82%. In areas with no non-target species foliar applications could use AquaPro 3%, Sunenergy 5%, and Hi-light 25%.

D. Restricted Areas. Care must be exercised to eliminate any disturbances to these endangered or threatened species, and species of special concern. BLM will notify the contractor of known location(s) and review identification characteristics prior to work beginning on the site. BLM will notify the contractor of any particular provisions or drawbacks to working in this area.

E. Herbicide Restrictions. The contractor shall not apply any herbicide not listed above and the applicator(s) must comply with all herbicide manufacturers' label requirements.

IV. CONTRACTOR PROVIDED MATERIALS

The Contractor shall supply the necessary labor, materials, direct supervision, equipment, transportation and facilities to meet the requirements identified in the Statement of Work.

V. GOVERNMENT FURNISHED PROPERTY

None.

VI. HEALTH AND SAFETY CONCERNS

The Contractor shall ensure that all field work is completed in a healthy and safe manner. Areas considered by the Contractor or any crew member to pose health or safety concerns shall not be entered into by any personnel. In such cases, the Contractor shall immediately report these conditions to the Contracting Officer in writing.

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B. INSPECTION AND ACCEPTANCE

SURVEILLANCE PLAN

On-site work included in the Statement of Work shall be subject to inspections by the Government at periodic intervals during the performance of the purchase order. Inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the Statement of Work requirements.

ACCEPTANCE

Unsatisfactory Work Quality

If contract work is not found to be in accordance with the Statement of Work, the Contractor may be required to redo all work efforts in order to bring the overall work effort in compliance with the Statement of Work. If inspection reveals the need for rework, the CO will notify the Contractor immediately in writing.

PAYMENT

Payment can be invoiced based on the Schedule of Items.

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**AMENDMENT NUMBER 2 TO THE CONTRACT
FOR SEA TURTLE MONITORING SERVICES**

THIS AMENDMENT NUMBER 2 to the **CONTRACT** is entered into on this 30th day of Oct 2009 by and between Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and the Loggerhead Marineline Center, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the **CONSULTANT**, whose Federal Employer Identification Number is 59-2445926.

WITNESSETH:

WHEREAS, the parties desire to amend the Contract for Professional Services (R2009-0106) entered into by the parties on January 13, 2009, and amended on March 17, 2009 (R2009-0436) to extend the time period for Optional Task L of the Contract from October 1, 2009 through October 31, 2009 to October 1, 2009 through November 30, 2009.

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

1. The daily nesting surveys provided for in Optional Task L contained in Exhibit A of the Contract shall occur between October 1, 2009 and November 30, 2009. All references in Optional Task L to October 31, 2009 shall be replaced with November 30, 2009.
2. Except as expressly modified herein, all other terms and conditions of the Contract shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of Palm Beach County and **CONSULTANT** have executed this Amendment on the day and year above written.

PALM BEACH COUNTY:

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

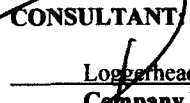
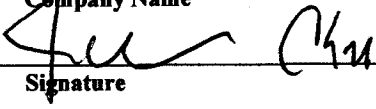
By: 
Director, ERM

By: 
Assistant County Attorney

WITNESS:

Signature

Name (type or print)

CONSULTANT:

Loggerhead Marineline Center, Inc.
Company Name

Signature
Raymond E. Graziotto
Name (type or print)

President
Title