

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$1,290,575	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$200,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$1,090,575	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No.: Fund 3652 Department 381 Unit M045 Object 4630
 Program _____

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

Work under each Contract is authorized on a work order basis. Budget is available in various capital project accounts or a budget transfer will be requested prior to or concurrent with work orders being authorized.

Work Order No. 1 is funded by a \$200,000 cost share with the Town of Jupiter and the Beach Improvement Fund. The Jupiter Inlet District has approved a resolution to provide \$200,000 towards the project. In addition, the Jupiter Beach Resort has agreed to contribute \$24,000 towards the project. The project has been determined eligible for 50% cost share by FDEP however, no funding is currently approved.

C. Department Fiscal Review:

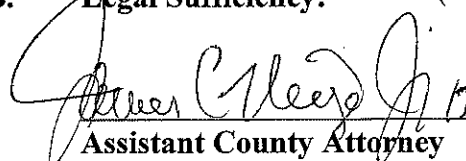


III. REVIEW COMMENTS

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


 OFMB 
12/14/11 Contract Development and Control

B. Legal Sufficiency:


 Assistant County Attorney 12/16/11

The contracts and ISA comply with all current requirements. The work order will not be issued until ERM obtains the required Board.

C. Other Department Review:

 Department Director

Continued from page 1:

E) approve a Budget Amendment of \$200,000 in the Beach Improvement Fund to recognize the cost share with the Town of Jupiter; and,

F) approve a Budget Transfer of \$1,000,000 from Reserves in the Beach Improvement Fund to the Jupiter Dune Restoration Project (\$750,000), the Shoreline Protection Program (\$100,000), the North Boca Shore Program (\$50,000) and the South Lake Worth Inlet Management Program (\$100,000).

Summary: The Contracts are being established for constructing beach dune and wetland habitat restoration projects throughout the County on an as-needed basis. Three (3) responsive, responsible bids were received for this Project. The Contracts will be awarded to a primary and secondary bidder. Eastman Aggregate Enterprises, LLC, a Palm Beach County company, was the primary lowest responsive, responsible bidder, with 21.23% Small Business Enterprise (SBE) participation, which exceeds the established 15% goal. H & R of Belle Glade, Inc., a Palm Beach County company located in Belle Glade, with 15.87% SBE participation, was the secondary lowest responsive, responsible bidder. The initial Contract term is 12 months, which may be extended for an additional 24 months upon approval of the Board of County Commissioners. Work Order No. 1 details the necessary tasks to construct the Jupiter Dune Restoration Project. The Transfer from Reserves will provide the necessary funding for costs associated with the Shoreline Protection Program, the South Lake Worth Inlet Program, and the North Boca Shore Program for FY2012 and continued design, permitting and monitoring of the Jupiter Dune Restoration Project, supported by Tourist Development Taxes. Countywide (JM)

Background and Justification: Bids were received through the Department of Environmental Resources Management (ERM) by the Board of County Commissioners on November 9, 2011 for these Contracts. The Invitation for Bid notified bidders that the County could award two (2) contracts and assign the work at its discretion. The total amount of Work Orders issued under both contracts shall not exceed the secondary contractor's potential – and higher – contract amount of \$4,754,650. However, ERM will offer work to the secondary contractor only if the primary contractor does not have available equipment or time to meet specific project requirements in a work order. ERM may renegotiate H & R's unit prices in those circumstances. The Contract contains a CPI-indexed price escalation clause, capped at three percent (3%), for annual renewals. A Public Construction Bond is required prior to the issuance of the first work order.

Work Order No. 1 will be used to construct the Jupiter Dune Restoration Project. The project area is located adjacent to the Jupiter Inlet south to Carlin Park and since 1993, has received sand from two County dune fill events (1993 & 2007) and two large-scale County beach nourishment projects (1995 & 2002) as well as sand trap (Jupiter Inlet District-JID) and Intracoastal Waterway (Florida Inland Navigation District-FIND) dredging events. Since 2005, the dune system from Jupiter Beach Park south through Carlin Park has eroded considerably and is in need of additional restoration.

The Town of Jupiter will contribute 20% of the eligible project costs (up to a maximum of \$200,000) through an Interlocal Agreement. This Agreement, which was approved by the Town Council at their regular meeting on December 6, 2011, provides for cost share on all eligible tasks, for this one dune restoration event. The Jupiter Inlet District has approved a resolution to provide a cost share of up to \$200,000 and the Jupiter Beach Resort has agreed to contribute \$24,000 towards the project costs. Additional project funding has been requested through the Florida Department of Environmental Protection (FDEP). FDEP has determined the project is eligible for a 50% cost share, but no funds are currently approved for the project. Staff will continue to request funds be allocated to this project by FDEP.

ATTACHMENT 3

**Palm Beach County
Department of Environmental Resources Management
Construction Contract Bid Evaluation Summary**

Project No.: 2011ERM05

Project Name: Palm Beach County Annual Dune & Wetlands Restoration

Bid Opening: November 9, 2011

I. Lowest responsive, responsible bidders:

Eastman Aggregate Enterprises, LLC (Primary) and H & R of Belle Glade, Inc. (Secondary)

II. Bidders, ranked from lowest to highest:

Bidder	Evaluated Bid Amount	SBE Participation	Business Location
1. Eastman Aggregate Enterprises, LLC	\$ 9,609,021.60	21.23%	PBC
2. H & R of Belle Glade, Inc.	\$ 10,707,650.00	15.87%	Glades
3. Ranger Construction Industries, Inc.	\$ 10,981,476.60	35.33%	PBC

N/E = Not Evaluated

III. Disqualified bidders:

Bidder	Reason
1. NONE	N/A

IV. Alternate Bid Items used to determine Evaluated Bid Amount:

All items were used except Miscellaneous Item 16, Premium for Davis-Bacon Act (Wage Rate) Compliance.

V. Did SBE Participation affect bid ranking?

No.

VI. Did Local Preference affect bid ranking?

No.

VII. Will Contract Award Amount differ from Evaluated Bid Amount?

Yes, amounts will be based on 1st year quantities, as listed on Table 1 of the Technical Specifications under "2011-2012". The Eastman Aggregate Enterprises, LLC (Primary) contract amount will be \$4,245,171.20 and the H & R of Belle Glade, Inc. (Secondary) contract amount will be \$4,754,650.00.

Palm Beach County
Department of Environmental Resources Management
Construction Contract Bid Tabulation

Project Name: Palm Beach County Annual Dune & Wetlands Restoration
Project No. 2011ERM05
Bid Opening: November 9, 2011
Contract Time: 12 months with optional extensions not to exceed 36 months

BASE BID ITEMS	QUANTITY	UNIT	ERM ESTIMATE		AVERAGE UNIT COST	Eastman Aggregate Enterprises, LLC		H & R of Belle Glade, Inc.		Ranger Construction Industries, Inc.	
			UNIT COST	TOTAL COST		UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1 SUPPLY SAND	290,000.00	TON	\$ 9.78	\$ 2,836,200.00	\$ 9.03	\$ 9.00	\$ 2,610,000.00	\$ 9.20	\$ 2,668,000.00	\$ 8.89	\$ 2,578,100.00
2 TRANSPORT AND DELIVERY (FIRST TON-MILE)	290,000.00	TON-MILE	1.05	304,500.00	1.30	1.34	388,600.00	1.20	348,000.00	1.35	391,500.00
3 TRANSPORT AND DELIVERY (ADDITIONAL TON-MILE)	SEE "A" BELOW	TON-MILE	0.16	2,969,600.00	0.16	0.14	2,923,200.00	0.16	3,294,400.00	0.19	3,912,100.00
4 CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)	290,000.00	TON	1.70	493,000.00	1.47	0.72	208,800.00	2.30	667,000.00	1.39	403,100.00
5 ADDITIONAL 100' OF CONVEYOR	50,000.00	TON	0.37	18,500.00	0.68	0.54	27,000.00	1.10	55,000.00	0.39	19,500.00
6 BEACH PLACE AND GRADE (<1000' FROM ACCESS)	50,000.00	TON	1.68	84,000.00	2.11	2.00	100,000.00	2.05	102,500.00	2.29	114,500.00
7 BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)	105,000.00	TON	3.05	320,250.00	2.81	3.13	328,650.00	2.95	309,750.00	2.34	245,700.00
8 BEACH PLACE AND GRADE (>2000' FROM ACCESS)	35,000.00	TON	3.72	130,200.00	3.37	3.78	132,300.00	3.80	133,000.00	2.54	88,900.00
9 SITE PREPARATION & RESTORATION	9.00	WORK ORDER	2,100.00	18,900.00	4,640.33	1,296.00	11,664.00	1,500.00	13,500.00	11,125.00	100,125.00
10 SUPPLY, DELIVERY AND INSTALLATION OF SOD	16,000.00	SY	2.10	33,600.00	2.29	2.00	32,000.00	2.25	36,000.00	2.61	41,760.00
11 REPAIR/REPLACE IRRIGATION	600.00	LF	2.10	1,260.00	6.30	2.27	1,362.00	5.50	3,300.00	11.13	6,678.00
12 SCARP MANAGEMENT	15,000.00	LF	1.00	15,000.00	0.72	0.27	4,050.00	1.05	15,750.00	0.85	12,750.00
13 COMPACTION MANAGEMENT	15,000.00	SY	1.00	15,000.00	0.43	0.10	1,500.00	0.55	8,250.00	0.64	9,600.00
14 DEBRIS REMOVAL	210.00	TON	23.10	4,851.00	58.15	23.76	4,989.60	75.00	15,750.00	75.69	15,894.90
15 MAINTENANCE OF TRAFFIC	5.00	WORK ORDER	1,575.00	7,875.00	1,340.05	1,296.00	6,480.00	1,250.00	6,250.00	1,474.14	7,370.70
16 PORTABLE SAND QUALITY LAB WITH TECHNICIAN	70.00	SAMPLING EVENT	300.00	21,000.00	282.17	324.00	22,680.00	300.00	21,000.00	222.50	15,575.00
BASE BID				\$ 7,273,736.00		\$ 6,803,275.60		\$ 7,697,450.00		\$ 7,963,153.60	

ALTERNATE BID ITEMS - WETLANDS RESTORATION

1 EXCAVATION TO GRADE AND LOAD FOR ON-SITE TRANSPORT	450,000.00	CY (IN-BANK)	\$ 1.69	\$ 760,500.00	\$ 1.34	\$ 1.62	\$ 729,000.00	\$ 1.25	\$ 562,500.00	\$ 1.16	\$ 522,000.00
2 LOAD FOR OFF-SITE TRANSPORT	150,000.00	CY	0.60	90,000.00	0.60	0.54	81,000.00	0.85	127,500.00	0.41	61,500.00
3 WETLAND/TRANSPORT, PLACE AND GRADE (<500' FROM SOURCE)	120,000.00	CY	1.40	168,000.00	2.22	2.00	240,000.00	1.85	222,000.00	2.81	337,200.00
4 WETLAND/TRANSPORT, PLACE AND GRADE (500'-1000' FROM SOURCE)	120,000.00	CY	2.20	264,000.00	2.58	2.43	291,600.00	2.25	270,000.00	3.07	368,400.00
5 WETLAND/TRANSPORT, PLACE AND GRADE (>1000' FROM SOURCE)	60,000.00	CY	2.80	168,000.00	3.15	3.24	194,400.00	2.75	165,000.00	3.46	207,600.00
6 DEWATERING	100.00	DAY	945.00	94,500.00	623.98	972.00	97,200.00	780.00	78,000.00	119.93	11,993.00
7 ADDITIONAL 100' DEWATERING PIPE	38.00	DAY	525.00	19,950.00	204.00	432.00	16,416.00	150.00	5,700.00	30.00	1,140.00
8 HAUL ROAD CONSTRUCTION	1,500.00	LF	11.03	16,545.00	19.77	13.50	20,250.00	15.50	23,250.00	30.31	45,465.00
9 HAUL ROAD REMOVAL	1,500.00	LF	2.89	4,335.00	7.85	4.32	6,480.00	5.50	8,250.00	13.74	20,610.00
WETLANDS RESTORATION SUBTOTAL				\$ 1,585,830.00		\$ 1,676,346.00		\$ 1,462,200.00		\$ 1,575,908.00	

ALTERNATE BID ITEMS - MISCELLANEOUS

10 SUPPLY/INSTALL BEDDING STONE	6,000.00	TON	\$ 62.00	\$ 372,000.00	\$ 40.67	\$ 27.00	\$ 162,000.00	\$ 48.00	\$ 288,000.00	\$ 47.01	\$ 282,060.00
11 SUPPLY/INSTALL ARMOR STONE	9,000.00	TON	70.00	630,000.00	92.52	75.60	680,400.00	108.00	972,000.00	93.97	845,730.00
12 SUPPLY/INSTALL/MAINTAIN TURBIDITY CURTAIN	15,000.00	LF	11.00	165,000.00	10.22	10.80	162,000.00	12.00	180,000.00	7.87	118,050.00
13 TURBIDITY MONITORING/REPORTING	300.00	DAY	150.00	45,000.00	224.92	216.00	64,800.00	125.00	37,500.00	333.75	100,125.00
14 SUPPLY/INSTALL FILTER FABRIC	200,000.00	SF	0.34	68,000.00	0.29	0.22	44,000.00	0.24	48,000.00	0.42	84,000.00
15 SUPPLY/INSTALL SILT FENCE	15,000.00	LF	2.00	30,000.00	1.14	1.08	16,200.00	1.50	22,500.00	0.83	12,450.00
16 PREMIUM FOR DAVIS-BACON ACT (WAGE RATE) COMPLIANCE	1.00	WORK ORDER			8.33%	0.00%		25.00%		0.00%	
MISCELLANEOUS SUBTOTAL				\$ 1,310,000.00		\$ 1,129,400.00		\$ 1,548,000.00		\$ 1,442,415.00	
TOTAL ALTERNATE BID				\$ 2,895,830.00		\$ 2,805,746.00		\$ 3,010,200.00		\$ 3,018,323.00	
BASE BID + ALTERNATE BID (WETLANDS RESTORATION AND MISCELLANEOUS)				\$ 10,169,566.00		\$ 9,609,021.60		\$ 10,707,650.00		\$ 10,981,476.60	

QUANTITY CALCULATION FOR BASE BID ITEM 3

A DISTANCE FROM BIDDER'S SAND SOURCE TO PBC GOVERNMENT CENTER, 301 N. OLIVE AVENUE, WPB, FL 33401	65	MILES			73	MILES	72	MILES	72	MILES
QUANTITY FOR BASE BID ITEM 3 ((A - 1) * 290,000)	18,560,000.00	TON-MILES			20,880,000.00	TON-MILES	20,590,000.00	TON-MILES	20,590,000.00	TON-MILES

This tabulation is not a recommendation for award. All bids are subject to compliance review and approval.
Numbers in **bold italic** indicate a calculation correction.

Palm Beach County
Department of Environmental Resources Management
Construction Contract Bid Tabulation

Project Name: Palm Beach County Annual Dune & Wetlands Restoration (1st Year Quantities)
Project No. 2011ERM05
Bid Opening: November 9, 2011
Contract Time: 12 months with optional extensions not to exceed 36 months

BASE BID ITEMS	QUANTITY	UNIT	ERM ESTIMATE		AVERAGE UNIT COST	Eastman Aggregate Enterprises, LLC		H & R of Belle Glade, Inc.		Ranger Construction Industries, Inc.	
			UNIT COST	TOTAL COST		UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1 SUPPLY SAND	140,000.00	TON	\$ 9.78	\$ 1,369,200.00	\$ 9.03	\$ 9.00	\$ 1,260,000.00	\$ 9.20	\$ 1,288,000.00	\$ 8.89	\$ 1,244,600.00
2 TRANSPORT AND DELIVERY (FIRST TON-MILE)	140,000.00	TON-MILE	1.05	147,000.00	1.30	1.34	187,600.00	1.20	168,000.00	1.35	189,000.00
3 TRANSPORT AND DELIVERY (ADDITIONAL TON-MILE)	SEE "A" BELOW	TON-MILE	0.16	1,433,600.00	0.16	0.14	1,411,200.00	0.16	1,590,400.00	0.19	1,888,600.00
4 CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)	140,000.00	TON	1.70	238,000.00	1.47	0.72	100,800.00	2.30	322,000.00	1.39	194,600.00
5 ADDITIONAL 100' OF CONVEYOR	50,000.00	TON	0.37	18,500.00	0.68	0.54	27,000.00	1.10	55,000.00	0.39	19,500.00
6 BEACH PLACE AND GRADE (<1000' FROM ACCESS)	20,000.00	TON	1.68	33,600.00	2.11	2.00	40,000.00	2.05	41,000.00	2.29	45,800.00
7 BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)	45,000.00	TON	3.05	137,250.00	2.81	3.13	140,850.00	2.95	132,750.00	2.34	105,300.00
8 BEACH PLACE AND GRADE (>2000' FROM ACCESS)	25,000.00	TON	3.72	93,000.00	3.37	3.78	94,500.00	3.80	95,000.00	2.54	63,500.00
9 SITE PREPARATION & RESTORATION	3.00	WORK ORDER	2,100.00	6,300.00	4,640.33	1,296.00	3,888.00	1,500.00	4,500.00	11,125.00	33,375.00
10 SUPPLY, DELIVERY AND INSTALLATION OF SOD	8,000.00	SY	2.10	16,800.00	2.29	2.00	16,000.00	2.25	18,000.00	2.61	20,880.00
11 REPAIR/REPLACE IRRIGATION	200.00	LF	2.10	420.00	6.30	2.27	454.00	5.50	1,100.00	11.13	2,226.00
12 SCARP MANAGEMENT	5,000.00	LF	1.00	5,000.00	0.72	0.27	1,350.00	1.05	5,250.00	0.85	4,250.00
13 COMPACTION MANAGEMENT	5,000.00	SY	1.00	5,000.00	0.43	0.10	500.00	0.55	2,750.00	0.64	3,200.00
14 DEBRIS REMOVAL	70.00	TON	23.10	1,617.00	58.15	23.76	1,663.20	75.00	5,250.00	75.69	5,298.30
15 MAINTENANCE OF TRAFFIC	3.00	WORK ORDER	1,575.00	4,725.00	1,340.05	1,296.00	3,888.00	1,250.00	3,750.00	1,474.14	4,422.42
16 PORTABLE SAND QUALITY LAB WITH TECHNICIAN	50.00	SAMPLING EVENT	300.00	15,000.00	282.17	324.00	16,200.00	300.00	15,000.00	222.50	11,125.00
BASE BID			\$ 3,525,012.00			\$ 3,305,893.20		\$ 3,747,750.00		\$ 3,835,676.72	

ALTERNATE BID ITEMS - WETLANDS RESTORATION

1 EXCAVATION TO GRADE AND LOAD FOR ON-SITE TRANSPORT	150,000.00	CY (IN-BANK)	\$ 1.69	\$ 253,500.00	\$ 1.34	\$ 1.62	\$ 243,000.00	\$ 1.25	\$ 187,500.00	\$ 1.16	\$ 174,000.00
2 LOAD FOR OFF-SITE TRANSPORT	50,000.00	CY	0.60	30,000.00	0.60	0.54	27,000.00	0.85	42,500.00	0.41	20,500.00
3 WETLAND/TRANSPORT, PLACE AND GRADE (<500' FROM SOURCE)	40,000.00	CY	1.40	56,000.00	2.22	2.00	80,000.00	1.85	74,000.00	2.81	112,400.00
4 WETLAND/TRANSPORT, PLACE AND GRADE (500'-1000' FROM SOURCE)	40,000.00	CY	2.20	88,000.00	2.58	2.43	97,200.00	2.25	90,000.00	3.07	122,800.00
5 WETLAND/TRANSPORT, PLACE AND GRADE (>1000' FROM SOURCE)	20,000.00	CY	2.80	56,000.00	3.15	3.24	64,800.00	2.75	55,000.00	3.46	69,200.00
6 DEWATERING	35.00	DAY	945.00	33,075.00	623.98	972.00	34,020.00	780.00	27,300.00	119.93	4,197.55
7 ADDITIONAL 100' DEWATERING PIPE	14.00	DAY	525.00	7,350.00	204.00	432.00	6,048.00	150.00	2,100.00	30.00	420.00
8 HAUL ROAD CONSTRUCTION	500.00	LF	11.03	5,515.00	19.77	13.50	6,750.00	15.50	7,750.00	30.31	15,155.00
9 HAUL ROAD REMOVAL	500.00	LF	2.89	1,445.00	7.85	4.32	2,160.00	5.50	2,750.00	13.74	6,870.00
WETLANDS RESTORATION SUBTOTAL			\$ 530,885.00			\$ 560,978.00		\$ 488,900.00		\$ 525,542.55	

ALTERNATE BID ITEMS - MISCELLANEOUS

10 SUPPLY/INSTALL BEDDING STONE	2,000.00	TON	\$ 62.00	\$ 124,000.00	\$ 40.67	\$ 27.00	\$ 54,000.00	\$ 48.00	\$ 96,000.00	\$ 47.01	\$ 94,020.00
11 SUPPLY/INSTALL ARMOR STONE	3,000.00	TON	70.00	210,000.00	92.52	75.60	226,800.00	108.00	324,000.00	93.97	281,910.00
12 SUPPLY/INSTALL/MAINTAIN TURBIDITY CURTAIN	5,000.00	LF	11.00	55,000.00	10.22	10.80	54,000.00	12.00	60,000.00	7.87	39,350.00
13 TURBIDITY MONITORING/REPORTING	100.00	DAY	150.00	15,000.00	224.92	216.00	21,600.00	125.00	12,500.00	333.75	33,375.00
14 SUPPLY/INSTALL FILTER FABRIC	75,000.00	SF	0.34	25,500.00	0.29	0.22	16,500.00	0.24	18,000.00	0.42	31,500.00
15 SUPPLY/INSTALL SILT FENCE	5,000.00	LF	2.00	10,000.00	1.14	1.08	5,400.00	1.50	7,500.00	0.83	4,150.00
16 PREMIUM FOR DAVIS-BACON ACT (WAGE RATE) COMPLIANCE	1.00	WORK ORDER			8.33%	0.00%		25.00%		0.00%	
MISCELLANEOUS SUBTOTAL			\$ 439,500.00			\$ 378,300.00		\$ 518,000.00		\$ 484,305.00	
TOTAL ALTERNATE BID			\$ 970,385.00			\$ 939,278.00		\$ 1,006,900.00		\$ 1,009,847.55	
BASE BID + ALTERNATE BID (WETLANDS RESTORATION AND MISCELLANEOUS)			\$ 4,495,397.00			\$ 4,245,171.20		\$ 4,754,650.00		\$ 4,845,524.27	

QUANTITY CALCULATION FOR BASE BID ITEM 3

A DISTANCE FROM BIDDER'S SAND SOURCE TO PBC GOVERNMENT CENTER, 301 N. OLIVE AVENUE, WPB, FL 33401	65	MILES
QUANTITY FOR BASE BID ITEM 3 ((A - 1) * 140,000)	8,960,000.00	TON-MILES
	73	MILES
	10,080,000.00	TON-MILES
	72	MILES
	9,940,000.00	TON-MILES
	72	MILES
	9,940,000.00	TON-MILES

This tabulation is not a recommendation for award. All bids are subject to compliance review and approval.
Numbers in **bold italic** indicate a calculation correction.



Attachment 4

RECEIVED
NOV 17 2011
ENVIRONMENTAL RESOURCES MANAGEMENT

Office of
Small Business Assistance
60 South Military Trail, Suite 2N-172
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pbcgov.com/osba

DATE: November 15, 2011
TO: Daniel Bates, Environmental Director
Environmental Enhancement and Restoration
Department of Environmental Resources Management
THROUGH: Verdenia Baker, Deputy County Administrator
FROM: Pamela A. P. Hart, Small Business Specialist I
SUBJECT: Compliance Review on PBC/ERM Project No.
2011ERM05
Annual Dune & Wetland Restoration

Palm Beach County
Board of County
Commissioners

- Karen T. Marcus, Chair
- Shelley Vana, Vice Chair
- Paulette Burdick
- Steven L. Abrams
- Burt Aaronson
- Jess R. Santamaria
- Priscilla A. Taylor

County Administrator (SB)
Robert Weisman

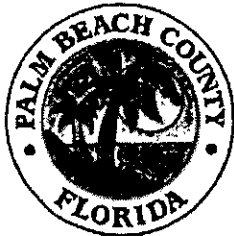
The following is Compliance Review of SBE participation on the above-mentioned project.

LOW BIDDER: EASTMAN AGGREGATE ENTERPRISES, LLC
3705 Bellevue Avenue
Lake Worth, FL 33461
561-969-7147
Bid Opening: November 9, 2011
Bid Amount \$ 9,609,021.60
Goal: 15% Overall
Goal Achieved: 21.23%

SBE Participation:

Eastman Aggregate Enterprises, LLC	\$ 2,040,390.00	21.23%
	<u>\$ 2,040,390.00</u>	<u>21.23%</u>

2ND LOW BIDDER: H & R OF BELLE GLADE, INC.
P.O. Box 2641
715 Hatcher Road
Belle Glade, FL 33430
Phone: 561-996-4127



Bid Amount: \$10,707,650.00
 Goal: 15%
 Goal Achieved: 15.87%

SBE Participation:

(HB) Contractor Support Services, Inc	\$1,650,000	15.40%
(SB) Caulfield & Wheeler	\$ 20,000	.19%
(SB) Agricultural Land Services, Inc.	\$ 29,600	.28%
	<u>\$ 1,699,600.00</u>	<u>15.87%</u>

3RD LOW BIDDER:

RANGER CONSTRUCTION INDUSTRIES, INC.

101 SANSBURY'S WAY
 WEST PALM BEACH, FL 33411
 Phone: 561-793-9400
 Bid Amount \$ 10,981,476.60
 Goal: 15% Overall
 Goal Achieved: 35.33%

SBE Participation:

(SB) Agricultural Land Services, Inc.	\$ 29,600.00	.26%
(BL) OC Limited, Inc	\$ 3,851,200.00	35.07%
	<u>\$ 3,880,800.00</u>	<u>35.33%</u>

EVALUATION

The low bidder, **EASTMAN AGGREGATE ENTERPRISES, INC.**, has met the SBE goal for this project.

c: Tammy Fields, Assistant County Attorney
File

WORK ORDER
ANNUAL CONTRACT

PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration

PROJECT NO.: 2011ERM05 RESOLUTION #: _____

DEPARTMENT: Environmental Resources Management

WORK ORDER LOCATION/NAME: Jupiter Dune Restoration

WORK ORDER NO.: 1 COMM. DISTRICT NO. 1

BUDGET LINE ITEM: 3652 381 M045 4630 S030 CJUC 011
[Fiscal approval of Budget Availability: Liz Puron]

DATE: December 2, 2011

TO: Eastman Aggregate Enterprises, LLC
3705 Bellevue Avenue
Lake Worth, FL 33461

In accordance with the terms of your Contract dated _____, with Palm Beach County, a Political Subdivision of the State of Florida, you are directed to provide the following supplies and services: Placement and grading of up to 60,000 tons of approved sand to meet the lines and grades as outlined in the attached plansheets.

The above work shall be performed between FDEP Reference monuments R-13 and R-19, in accordance with the attached Scope, Plan(s) and Permit(s).

The total amount of this Work Order, at the contract prices, shall not exceed \$1,290,574.60 as identified in the attached Work Order Bid Schedule, dated 12/2/2011.

The work shall be Substantially Complete within sixty (60) calendar days after the Commencement Date. This time includes two (2) calendar days for Inclement Weather. The Commencement Date and the deadline for Substantial Completion shall be provided by the County in the Notice to Proceed.

The Liquidated Damages assessed for completion after Substantial Completion or Final Completion is: \$475.00/day.

Progress Payment Retainage shall be held in the amount of 5% of the Total Complete.

The additional insured(s) and indemnitee(s) are: Town of Jupiter.

This Work is funded in part or in whole by: Jupiter Inlet District 15.5%, Town of Jupiter Florida 15.5%, Jupiter Beach Resort 1.94%, Beach Improvement Fund.

Davis-Bacon Act does not apply

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

Deputy Clerk

(Seal)

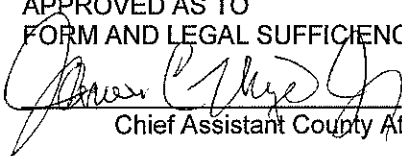
FOR: PALM BEACH COUNTY, FLORIDA,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Shelley Vana, Chair

DATE: _____

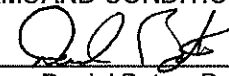
WORK ORDER NO. 1 (CONT.)

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:



Chief Assistant County Attorney

APPROVED AS TO
TERMS AND CONDITIONS:



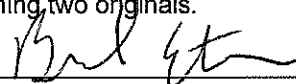
Daniel Bates, Deputy Director
Dept. of Environmental Resources Management

CONTRACTOR AFFIDAVIT AND RECEIPT OF WORK ORDER:

Having carefully examined the Work Order documents, including its attachments and Plans, for the above-referenced Project, as well as the premises and conditions affecting the Work, and confirming that the site(s) was/were visited, as required, by

Bernard Eastman on 12/6/11
(Name of Person) (Date)

the undersigned hereby declares that we have carefully and to our full satisfaction examined the Work Order documents, and that we have made a full examination of the location of the proposed Work and the source of supply of materials. Please indicate your receipt of this Work Order by signing and returning two originals.

BY: 

Bernard Eastman
Name

Managing Member
Title

Eastman Aggregate Enterprises, LLC
Contractor Name

Attachments: Bid Schedule
SBE Schedule(s) 1, 2
Contract History
Plansheets

c: Finance
Contract Development and Control
ERM FSS

Work Order Bid Schedule

Project Number: 2011ERM05
Project Name: Palm Beach County Annual Dune & Wetlands Restoration
Work Order Number: 1
Work Order Name: Jupiter Dune Restoration
Contractor Name: Eastman Aggregate Enterprises, LLC
Date: 12/2/2011

	Multiplier	Miles
A	Distance From Contractor's Original Sand Source To Work Order Staging Location	58.5

	Base Bid Items	Quantity	Unit	Unit Cost	Total Cost
1	Supply Sand	60,000.00	Ton	\$ 9.00	\$ 540,000.00
2	Transport And Delivery (First Ton-Mile)	60,000.00	Ton-Mile	1.34	80,400.00
3	Transport And Delivery (Additional Ton-Mile) (Qty = (Item A - 1) * Item 1) ¹	3,450,000.00	Ton-Mile	0.14	483,000.00
4	Conveying Of Material (Initial 300' With Hopper/Unloader)	30,000.00	Ton	0.72	21,600.00
5	Additional 100' Of Conveyor		Ton	0.54	
6	Beach Place And Grade (<1000' From Access)	43,800.00	Ton	2.00	87,600.00
7	Beach Place And Grade (1000'-2000' From Access)	16,200.00	Ton	3.13	50,706.00
8	Beach Place And Grade (>2000' From Access)		Ton	3.78	
9	Site Preparation & Restoration	1.00	Work Order	1,296.00	1,296.00
10	Supply, Delivery And Installation Of Sod		SY	2.00	
11	Repair/Replace Irrigation		LF	2.27	
12	Scarp Management	5,000.00	LF	0.27	1,350.00
13	Compaction Management	32,386.00	SY	0.10	3,238.60
14	Debris Removal		Ton	23.76	
15	Maintenance Of Traffic	1.00	Work Order	1,296.00	1,296.00
16	Portable Sand Quality Lab With Technician	40.00	Sampling Event	324.00	12,960.00
Alternate Bid Items - Wetlands Restoration					
1	Excavation To Grade And Load For On-Site Transport		CY (In-Bank)	1.62	
2	Load For Off-Site Transport		CY	0.54	
3	Wetland/Transport, Place And Grade (<500' From Source)		CY	2.00	
4	Wetland/Transport, Place And Grade (500'-1000' From Source)		CY	2.43	
5	Wetland/Transport, Place And Grade (>1000' From Source)		CY	3.24	
6	Dewatering		Day	972.00	
7	Additional 100' Dewatering Pipe		Day	432.00	
8	Haul Road Construction	400.00	LF	13.50	5,400.00
9	Haul Road Removal	400.00	LF	4.32	1,728.00
Alternate Bid Items - Miscellaneous					
10	Supply/Install Bedding Stone		Ton	27.00	
11	Supply/Install Armor Stone		Ton	75.60	
12	Supply/Install/Maintain Turbidity Curtain		LF	10.80	
13	Turbidity Monitoring/Reporting		Day	216.00	
14	Supply/Install Filter Fabric		SF	0.22	
15	Supply/Install Silt Fence		LF	1.08	
16	Premium For Davis-Bacon Act (Wage Rate) Compliance ²		Work Order \$	0.00%	
Work Order Total					\$ 1,290,574.60

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

¹Additional ton-miles are calculated starting 1 mile from the origin of the sand sample submitted with the Contractor's bid and continuing to the Work Order staging location. Does not include return mileage.

²Premium applied to Work Order total.

SCHEDULE 1 FOR WORK ORDER NO. 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Palm Beach County Annual Dune & Wetlands Restoration
 NAME OF PRIME BIDDER: Eastman Aggregate Enterprises, LLC
 CONTACT PERSON: Bernard Eastman
 BID OPENING DATE: November 9, 2011

PROJECT NO. OR BID NO: 2011ERM05
 ADDRESS: 3705 Bellevue Avenue Lake Worth, FL 33461
 PHONE NO.: 561/969-7147 FAX NO.: 561/969-8981
 USER DEPARTMENT: Environmental Resources Management

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

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Eastman Aggregate Enterprises, LLC. 3705 Bellevue Ave Lake Worth, FL 33461	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	<input checked="" type="checkbox"/>	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

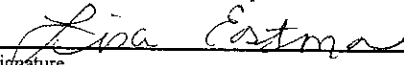
(Please use additional sheets if necessary)

Total _____

Total Work Order Price \$1,290,574.60

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 742,384.60

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


 Signature _____ Title Office Manager

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

OSBA SCHEDULE 2 FOR WORK ORDER NO. 1
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

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

PROJECT NUMBER: 2011ERM05 PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration

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

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

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

Date of Palm Beach County Certification: December 27, 2010

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

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
1	Supply Sand	60,000	9.00	540,000.00
2	Transport: Delivery (1st ton mile)	60,000	1.34	80,400.00
3	Transport: Delivery (Add. ton mile)	3,450,000	.14	483,000.00
4	Conveying of Material	30,000	.72	21,600.00

at the following price or percentage \$ 1,125,000.00
(Subcontractor's quote)

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

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

Price and/or Percentage \$535,230.00 Tru Trucking Inc.
(Name of Subcontractor)

The undersigned affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

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

Eastman Aggregate Enterprises, LLC
(Print name of SBE-M/WBE Subcontractor)
By: Bob Etn
(Signature)
Managing Member
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

OSBA SCHEDULE 2 FOR WORK ORDER NO. 1
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

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

PROJECT NUMBER: 2011ERM05 PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration

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

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

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

Date of Palm Beach County Certification: December 27, 2010

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

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>6 Beach Place: Grade 21000'</u>	<u>43,800</u>	<u>2.00</u>	<u>87,600.00</u>
<u>7 Beach Place: Grade 1000'-2000'</u>	<u>16,200</u>	<u>3.13</u>	<u>50,706.00</u>
<u>9 Site Prep: Restoration</u>	<u>1</u>	<u>1296.00</u>	<u>1,296.00</u>
<u>12 Scrap Management</u>	<u>5,000</u>	<u>.27</u>	<u>1,350.00</u>
<u>13 Compaction Management</u>	<u>32,386</u>	<u>.10</u>	<u>3,238.60</u>
<u>15 Maintenance of Traffic</u>	<u>1</u>	<u>1296.00</u>	<u>1,296.00</u>

at the following price or percentage \$ 145,486.60
(Subcontractor's quote)

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

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

Price and/or Percentage _____
(Name of Subcontractor)

The undersigned affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

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

Eastman Aggregate Enterprises
(Print name of SBE-M/WBE Subcontractor)
By: [Signature]
(Signature)
Managing Member
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 12/1/11

3 of 3

OSBA SCHEDULE 2 FOR WORK ORDER NO. 1
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

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

PROJECT NUMBER: 2011ERM05 PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration

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

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

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

Date of Palm Beach County Certification: December 27, 2010

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

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>16 Portable Sand Quality Lab</u>	<u>40</u>	<u>324.00</u>	<u>12,960.00</u>
<u>800 ft Haul Rd. Construction</u>	<u>400</u>	<u>13.50</u>	<u>5,400.00</u>
<u>900 ft Haul Rd. Removal</u>	<u>400</u>	<u>4.32</u>	<u>1,728.00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

at the following price or percentage \$20,088.00 Cumulative Total = 1,290,574.60
(Subcontractor's quote)

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

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

Price and/or Percentage \$12,960.00 GFA International
(Name of Subcontractor)

The undersigned affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

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

Eastman Aggregate Enterprises, LLC
(Print name of SBE-M/WBE Subcontractor)
By: [Signature]
(Signature)
Managing Member
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 12/7/11

CONTRACT HISTORY
Palm Beach County Annual Dune & Wetlands Restoration Project (Primary Contractor)
Project Number 2011ERM05
Eastman Aggregate Enterprises, LLC

Contract for a period of one year pending BCC approval
 Contract not to exceed \$4,245,171.02
 SBE-MBE Goal 21.23%

Work Order Summary:

WORK ORDER NUMBER	TOTAL/ SBE AMOUNT	ACTUAL TOTAL/SBE AMOUNT	WORK ORDER DESCRIPTION	DATE / APPROVED BY	COMMENCEMENT DATE
1	1,290,574.60 742,384.60		Jupiter Dune Restoration	Pending BCC	

Total: \$1,290,574.60
 SBE: \$742,384.60
 SBE Participation: 57.524%
 Report Date: 12/7/2011

**7 PLANSHEETS DATED AUGUST 31, 2011 ON FILE WITH PALM BEACH
COUNTY'S DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT**

Attachment 6 Jupiter Dune Restoration Project Location



**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE TOWN OF JUPITER**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2011, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "COUNTY") and the TOWN OF JUPITER, a municipal corporation in the State of Florida, (the "TOWN"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and both being hereinafter referred to collectively as the "parties".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners is empowered to establish and administer programs of beach erosion control and to enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, pursuant to Chapter 166, Florida Statutes, the TOWN is empowered to exercise any governmental, corporate, and proprietary power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the COUNTY and the TOWN intend to make the most efficient use of their powers by continuing to cooperate with each other on shoreline protection TASKS within the municipal limits of the TOWN; and

WHEREAS, the COUNTY's Comprehensive Plan includes strategies for municipal cost sharing and funding priorities for shoreline protection (Objective 1.2 Policy 1.2-a & h); and

WHEREAS, the COUNTY and the TOWN desire to establish their respective roles in the PROJECT to make the most efficient use of their respective resources.

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

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Purpose of the Agreement. The purpose of this Agreement is to provide a mechanism for funding the PROJECT, and to set forth the terms, conditions and obligations of each of the respective parties hereto.
3. The PROJECT.
 - A. Description. The PROJECT consists of a dune restoration project on the beach which is attached as Exhibit A, beginning at a point 530 feet north of R-13 and ending at R-19 (the Project Area).
 - B. Eligible TASKS. The TASKS consist of project management; engineering; design; permitting; construction; and environmental and project performance monitoring.
4. Term. The term of this Agreement shall be from the date of execution by both parties through December 31, 2016, unless otherwise provided herein. Notwithstanding, work conducted on this PROJECT by the County and its consultants/contractors beginning on or after January 1, 2011 shall be eligible for reimbursement by the TOWN.
5. Funding. The parties agree that the TOWN will cost share in the eligible expenses for the PROJECT as described in this Agreement. Each party agrees to diligently pursue the approval and procurement of its funding obligation.
6. COUNTY Obligations.
 - A. The COUNTY shall pay all expenses of the PROJECT in anticipation of partial reimbursement from the TOWN.
 - B. The COUNTY shall submit invoices for payment to the TOWN not more frequently than quarterly, but at least annually. For reimbursement to occur, the COUNTY shall submit invoices to the TOWN that shall include a reference to this Agreement, identify the PROJECT, identify the TASKS performed, identify the amount due and payable to the COUNTY and include a statement certifying that the invoice amount includes only eligible expenses that have been incurred and paid. Invoices shall be in sufficient detail for pre-audit and post-audit review. The COUNTY shall provide any further documentation deemed necessary by the TOWN.
 - C. The COUNTY shall maintain adequate records to justify all charges, expenses and costs represented by the invoice amounts for at least five (5)

years after completion of the PROJECT or termination of the Agreement, whichever occurs last. The COUNTY shall afford the TOWN access to all books, records, and documents related to the PROJECT as required in this paragraph for purposes of inspection or audit during normal business hours.

- D. The COUNTY shall submit requests for State funding assistance, if applicable, and shall provide a copy of any such submittal to the TOWN.
- E. The COUNTY shall provide the TOWN with copies of any TASK-related scopes of work, contracts, permits, surveys, aeriels, reports and studies including pre- and post-construction monitoring reports, bid tabulations, schedules, change orders, plans and specifications for shoreline protection work within the TOWN related to this Agreement. To the greatest extent possible, the above documents shall be provided in digital format.
- F. The COUNTY shall be responsible for management, design, construction and monitoring of the PROJECT.
- G. Notwithstanding any other provision herein, the COUNTY's obligation to perform under this Agreement is contingent upon an appropriation for its purpose by its Board in its annual fiscal year budget during the term of this Agreement.

7. TOWN Obligations.

- A. The TOWN shall cost share with the COUNTY on the PROJECT on a reimbursement basis. Cost sharing shall be limited to 20% of the expenses for eligible TASKS, not to exceed \$200,000.00 described in this agreement and to be more fully detailed in a Scope of Work, which is attached hereto as Exhibit "B." Eligible tasks are limited to: project management; engineering; design; permitting; construction; and environmental and project performance monitoring.
- B. The TOWN shall appropriate adequate funds to cover the TOWN's share of the eligible PROJECT costs.
- C. Invoices received from the COUNTY and approved by the TOWN shall be paid within thirty (30) days of receipt. All payments made to the COUNTY shall be by check made payable to the Palm Beach County Board of County Commissioners and shall be clearly marked to identify the PROJECT. Payments shall be submitted to the Palm Beach County Department of Environmental Resources Management.
- D. Notwithstanding any other provision herein, the TOWN's obligation to pay under this Agreement is contingent upon an appropriation for its

purpose by its Town Council in its annual fiscal year budget during the term of this Agreement.

8. Party Representatives.

A. The COUNTY's representative/contract monitor during the term of this Agreement shall be the Director of the Department of Environmental Resources Management whose telephone number is (561) 233-2400.

B. The TOWN's representative/contract monitor during the term of this Agreement shall be the Town Manager, whose telephone number is (561) 741-2214.

9. Notices. All formal notices between the parties shall be hand delivered or sent by certified mail, return receipt requested, to the party's Representative identified above in Section 8, at the below cited address. All notices required by this Agreement shall be considered delivered *upon receipt*. Should any party change its address, written notice of such new address shall promptly be sent to the other party. A copy of all such notice shall also be sent to the following counsel by U.S. Mail. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

Palm Beach County Department of Environmental Resources Management 2300 North Jog Road, 4 th Floor West Palm Beach, FL 33411-2743	Town Manager Town of Jupiter 210 Military Trail Jupiter, FL 33458	Palm Beach County Attorney's Office 301 North Olive Avenue 6 th floor West Palm Beach, FL 33401
---	--	---

10. Default and Opportunity to Cure. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default. If the defaulting party fails to correct the default within this time, unless otherwise agreed by the parties, the party not in default may terminate the Agreement at the expiration of the thirty (30) day time period.

11. Delegation. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

12. Recording. A copy of this Agreement shall be recorded and filed with the Clerk of the Circuit Court in and for Palm Beach County.

13. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy

shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. Indemnification. Each party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, the COUNTY shall indemnify, defend and hold harmless the TOWN against any actions, claims, or damages arising out of the COUNTY's negligence in connection with this Agreement, and the TOWN shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out the TOWN's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. Nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.
15. Insurance. Each party shall maintain a fully funded program of self-insurance pursuant to Section 768.28 Florida Statutes. Each party agrees to require any contractor performing pursuant to this Agreement to maintain insurance coverage approved by the COUNTY, naming both the TOWN and COUNTY as additional insured and providing that the contractor shall save, defend and hold harmless the County or the Town, depending on the entity which is a party to the contract, for any and all suits, actions, claims, demands, liabilities, interests, attorneys' fees, costs and expenses of whatsoever kind or nature arising or occasioned or contributed to in whole or in part by reason of any act, omission, fault or negligence of the contractor. Each party agrees to have any contractor performing work pursuant to this Agreement to supply the other party with a certificate of insurance naming that party. Each party expressly understands and agrees that any insurance protection furnished shall in no way limit its responsibilities to indemnify and save harmless the other party under the provisions of paragraph 14 of this Agreement.
16. Equal Opportunity. The COUNTY and the TOWN agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or gender expression be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of the Agreement.
17. Severability. In the event that any section, paragraph, sentence, clause, or provisions hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

18. Waiver of Breach. It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same of any other covenant.
19. Termination. Either party may terminate this Agreement by giving thirty (30) days prior written notice and shall pay for all costs incurred and due under terms of this Agreement as of the date of termination.
20. Entirety of Agreement. The TOWN and COUNTY agree that this Agreement, together with any attached exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or obligations in the Agreement may be added to, modified superseded, or otherwise altered, except by written instrument executed by the parties hereto.
21. Independent Contractor. Each party recognizes that it is an independent contractor and not an agent or servant of the other party. No person employed by any party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.
22. Enforcement Costs. Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.
23. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
24. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in drafting this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.
25. Amendments. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
26. Palm Beach County Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority

includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Consultant, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.


Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Chairman of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the Town of Jupiter has caused this Agreement to be signed in its corporate name by its mayor and its corporate seal to be affixed hereto, attested by its Town Clerk, the date and year first above written.

TOWN OF JUPITER, FLORIDA

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

By: 
Karen J. Golorka, Mayor

By: _____
Shelley Vana, Chair

ATTEST:

ATTEST:

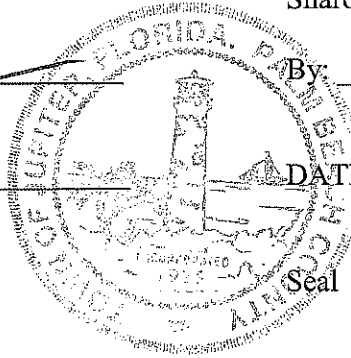
By: 
TOWN Clerk

By: _____
Sharon R. Bock, Clerk and Comptroller
Deputy Clerk

DATE: _____

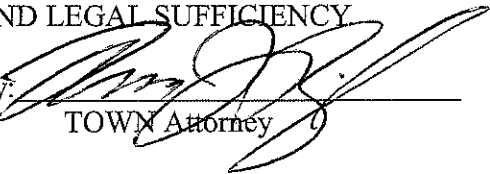
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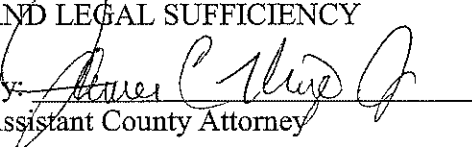
Seal




APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
TOWN Attorney

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Robert Robbins, Director
Dept. of Env. Resources Management

D:\env\p\jupbeach\dune-restoration-2011-2012\CADD\Construction_Plan_Plan-Frame-Plan\2011_Plan_1.dwg

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 400
 Scale in Feet



Sheet
 of 9
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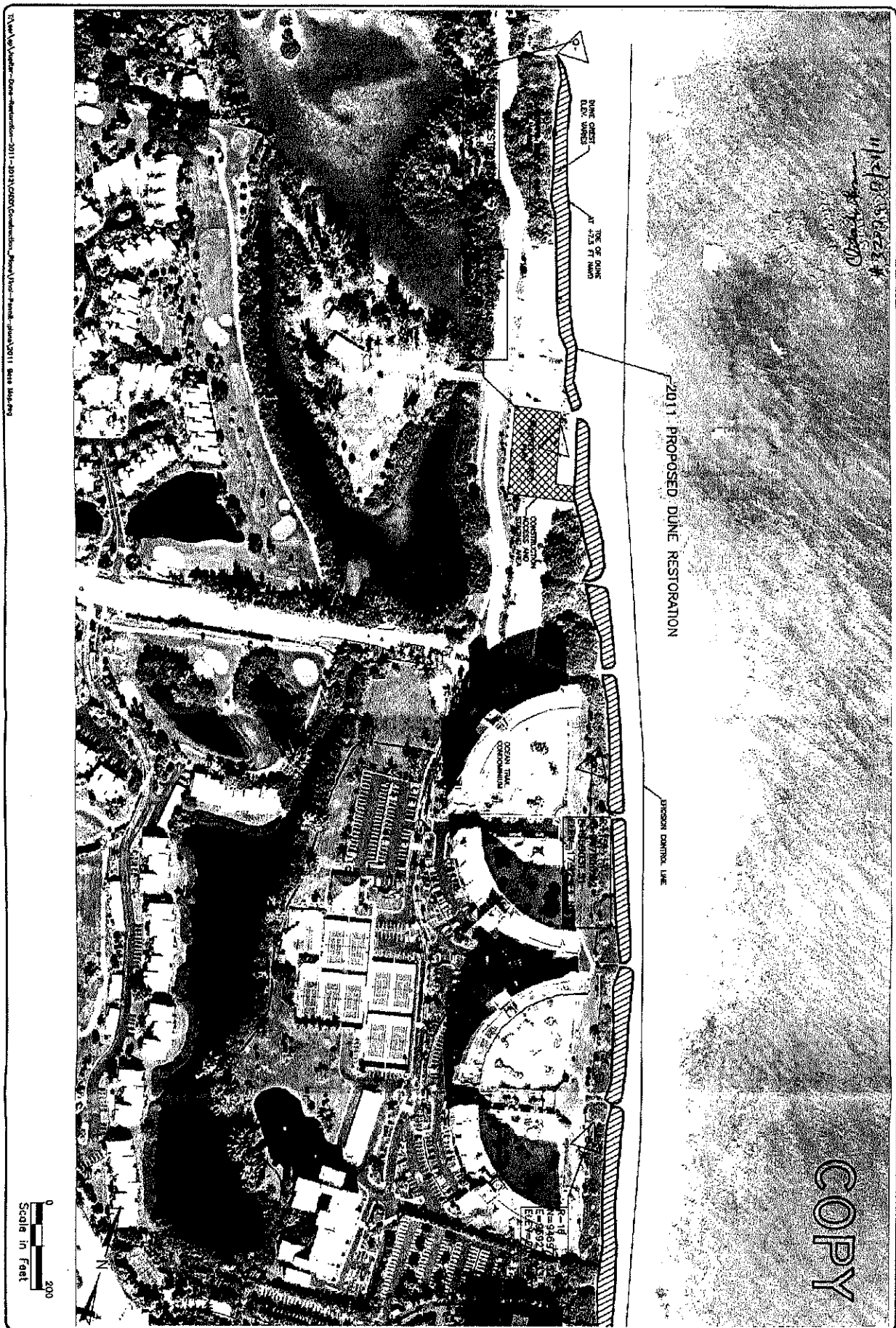
Project
**JUPITER BEACH
 2011 DUNE RESTORATION**
 PLAN VIEW

SEAL

Scale: Not To Scale
 Author: JTB
 Date: 1/11/11
 Project No: 11-001



PALM BEACH COUNTY
 DEPARTMENT OF
 ENVIRONMENTAL RESOURCES MANAGEMENT
 2300 NORTH JOG ROAD, 4th FLOOR
 WEST PALM BEACH, FLORIDA 33411
 (561) 233-2400



COPY

Scale 2 0 200 Feet	Project JUPITER BEACH 2011 DUNE RESTORATION	SEAL	SHEET NO. 2 OF 3 DATE: 11/11/11 DRAWN BY: [Signature]	Revision No. Description 1.	Date	By	App.
	PLAN VIEW						



The City of Jupiter Beach-Duneland Restoration - 2011 - 2012 (CDD) Construction - Final View of the site - June 2011 - Steve M...

Scale in Feet 0 200	SHEET 9 3	PROJECT JUPITER BEACH 2011 DUNE RESTORATION PLAN VIEW	SHEET 9	DATE 11/11/11	DRAWN BY J...	CHECKED BY M...	REVISION BY DATE		PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT 2500 NORTH JCC ROAD, 4TH FLOOR WEST PALM BEACH, FLORIDA 33411 (561) 203-2400
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Exhibit B – Project Description and Scope of Work

Jupiter Beach Park is located directly south of the Jupiter Inlet and since 1993, has received sand from two County dune fill events (1993 & 2007) and two large-scale County beach nourishment projects (1995 & 2002) as well as multiple sand trap (Jupiter Inlet District-JID) and ICWW (Florida Inland Navigation District-FIND) dredging events. The last maintenance event occurred in March 2011 with placement of 44,591 cubic yards of material dredged from the Jupiter Inlet Sand Trap and ICWW. Since that time, the beach has not received any additional dredged material. Since 2005, the dune system from Jupiter Beach Park south through Carlin Park has eroded considerably and is in need of additional restoration.

The attached construction drawings propose a maximum fill template. The proposed dune elevation will be the higher of 16.5 ft NAVD or the existing dune crest elevation. The proposed 16.5 ft NAVD elevation is equivalent to a previously permitted project in the area (FDEP permit # PB-420, issued December 23, 1991). Site conditions at the time of construction will further define the fill template based on the position of the Mean High Water Line. All fill will be placed above the Mean High Water Line.

Fill material for this project will be from an FDEP approved inland mine. A sample of the proposed sand along with grainsize analysis will be provided to FDEP prior to each construction event. The sand for the project will comply with the attached sediment QA/QC plan. The submitted plan was previously approved by FDEP for the 2011 Singer Island Dune restoration project (FDEP permit # 0267233-002-JC).

Plans to reconstruct the dune using an annual contractor include hauling fill material from an approved inland mine to the project staging sites and placing the material with heavy equipment throughout the eroded dune system. We anticipate that a front end loader at the staging site will load articulated end dumps that will haul the material to the beach. A bulldozer will grade the material within the project area. If necessary the sand may be placed on the beach with a conveyor.

The area requiring planting throughout the Jupiter Dune Restoration project site encompasses up to 5.50 acres. Native, salt-tolerant dune plants will be spaced 18" on center within the project area. Native species used will consist of 90% *Uniola paniculata* (sea oats) and 10% diversity species. Three to four diversity species, such as *Ipomoea pes-caprae* (railroad vine), *Canavalia rosea* (beach bean), *Paspalum vaginatum* (seashore paspalum) and *Panicum amarum* (panic grass) will be selected to be planted throughout the project area.

Work will occur as needed between November 1, and February 28, beginning in 2011 and be repeated as necessary through 2016.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
Fund 3652 Beach Improvement

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENC/EXP 11/23/2011	REMAINING BALANCE
Appropriations							
381-9900-Reserves 9909 - Res-Improvement Progm	1,132,432	1,132,432	0	1,000,000	132,432	0	132,432
381-M100 - Shoreline Protection P; 3120 - Engineering Services	2,593	2,593	100,000	0	102,593	0	102,593
381-M039 - North Boca Shore Prot 8101 - Contributions Other Govt	3,311	3,311	50,000	0	53,311	3,377	49,934
381-M045-Jupiter/Carlin Shore Pro 4630 - Beach/Dune Restore/Renourish	1,685,684	1,734,037	350,000	0	2,084,037	312,951	1,771,086
381-M045-Jupiter/Carlin Shore Pro 3120 - Engineering Services	643,825	598,191	400,000	0	998,191	677,677	320,514
381-M046-South Lake Worth Inlet 3120 - Engineering Services	16,561	16,561	100,000	0	116,561	0	2,857,406
			1,000,000	1,000,000			

Attachment 8

Environmental Resources
Management

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS


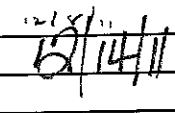
AT MEETING OF

December 20, 2011

Deputy Clerk to the

Board of County Commissioners

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

 12/14/11
 12/14/11

2012 -

0244

BGEX - 380 - 112211*397

BGRV - 380 - 112211*110

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
Fund 3652 Beach Improvement Fund

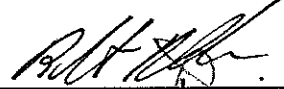
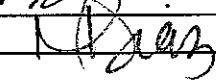

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED		REMAINING BALANCE
					BUDGET	/ Expended 12/20/2011	
<u>REVENUES</u>							
381-M045 Jupiter/Carlin Shore Protect 2 3739-Grnt Fr Ot Loc Govt-Phys Envrn	345,362	345,362	200,000			0 200,000	
TOTAL RECEIPTS & BALANCES	38,541,059	37,885,847	200,000	0		38,085,847	
<u>EXPENDITURES</u>							
381-M045 Jupiter/Carlin Shore Protect 2 4630 - Beach/Dune Restore/Renourish	1,685,684	1,534,037	200,000	0		1,734,037	0 1,734,037
TOTAL APPROPRIATIONS & EXPENDITURES	38,541,059	37,885,847	200,000	0		38,085,847	

ATTACHMENT 9

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

 12/3/11
 12/14/11


BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

December 20, 2011

Deputy Clerk to the
Board of County Commissioners