

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$624,910</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$624,910</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 3652 Department 381 Unit M037
 Object 4630
 Program _____

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

Fiscal impact cannot be determined at this time.
 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.
 Reimbursement will be pursued through a FEMA request and municipal participation for Hurricane Sandy damages.

C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

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

Sharon Hester *Doni J. Jacobson*
 OFMB 11/27/12 12/14/12
 Contract Development and Control

B. Legal Sufficiency:

James C. Murphy
 Assistant County Attorney 12/6/12

C. Other Department Review:

 Department Director

Background and Justification (cont.): As a result of the additional erosion, an estimated 70,000 tons of sand will be necessary to complete a full scale dune restoration. This represents a scope increase of 28,000 tons, increasing the cost by \$624,910, for a total project cost of \$1,585,908. Funding agreements with the State and City of Riviera Beach pay for \$587,375 and \$200,000 of project costs respectively. Additional funding is being requested from FEMA and the City as a result of additional erosion incurred from Hurricane Sandy. Currently, the County share for the project is \$798,533.

**AMENDMENT NO. 1 TO THE PALM BEACH COUNTY ANNUAL DUNE &
WETLANDS RESTORATION CONTRACT, PROJECT NO. 2011ERM05
DATED DECEMBER 20, 2011 BY AND BETWEEN
EASTMAN AGGREGATE ENTERPRISES, LLC AND PALM BEACH COUNTY
District #: Countywide**

THIS AMENDMENT to the Palm Beach County Annual Dune & Wetlands Restoration Contract dated December 20, 2011 (R2011-2042) (hereinafter "CONTRACT") by and between Eastman Aggregate Enterprises, LLC, a Florida limited liability company (hereinafter "CONTRACTOR") and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida (hereinafter "COUNTY").

W I T N E S E T H

WHEREAS, on December 20, 2011, the CONTRACTOR and COUNTY entered into an Annual Contract for Work to be authorized by Work Order on an as-needed basis, up to a maximum amount for all Work Orders not to exceed the amount of \$4,245,171.20 (hereinafter "CONTRACT PRICE"), for the restoration of dune and wetland projects throughout Palm Beach County; and

WHEREAS, page Contract-1 provides that the CONTRACT may be extended, at the COUNTY'S option for a defined period of time, not to exceed a total of thirty-six (36) months, if the CONTRACTOR and the COUNTY agree; and

WHEREAS, by this AMENDMENT, the CONTRACTOR and the COUNTY mutually agree to (a) extend the CONTRACT one (1) year, (b) revise the CONTRACT General Conditions to include Scrutinized Companies Certification, and (c) revise the CONTRACT General Conditions to include No Third Party Beneficiary language.

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

AMENDMENT NO. 1 TO ANNUAL DUNE & WETLANDS RESTORATION CONTRACT

PALM BEACH COUNTY PROJECT NO. 2011ERM05

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1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT, dated December 20, 2011 between the CONTRACTOR and the COUNTY is hereby amended to extend the expiration date of the CONTRACT to December 19, 2013.

3. The CONTRACT is hereby amended by adding Article 77 Scrutinized Companies to the General Conditions as follows:

As provided in F.S. 287.135, by executing this Amendment or performing any Work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the County determines, using credible information available to the public, that a false certification has been submitted by the CONTRACTOR, the CONTRACT may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

4. The CONTRACT is hereby amended by adding Article 78 No Third Party Beneficiary to the General Conditions as follows:

No provision of this CONTRACT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this CONTRACT, including but not limited to any citizen

AMENDMENT NO. 1 TO ANNUAL DUNE & WETLANDS RESTORATION CONTRACT
PALM BEACH COUNTY PROJECT NO. 2011ERM05

Page 3

or employees of the COUNTY and/or CONTRACTOR.

5. It is the intent of the parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
6. All other provisions of the CONTRACT shall remain in full force and effect.

(Remainder of page intentionally left blank)

AMENDMENT NO. 1 TO ANNUAL DUNE & WETLANDS RESTORATION CONTRACT
PALM BEACH COUNTY PROJECT NO. 2011ERM05
Page 4

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

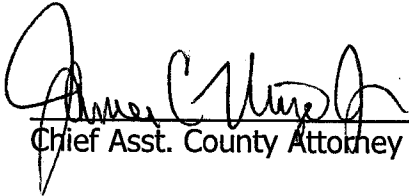
PALM BEACH COUNTY, a Political
Subdivision of the State of Florida

By: _____

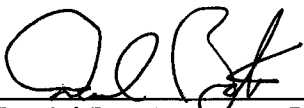
By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS
AND CONDITIONS:

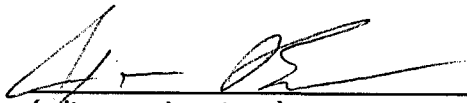


Chief Asst. County Attorney



Daniel Bates, Deputy Director
Dept. of Environmental Res. Mgmt.

Eastman Aggregate Enterprises, LLC
Contractor



(witness signature)

By: 

(signatory)

James Bradley

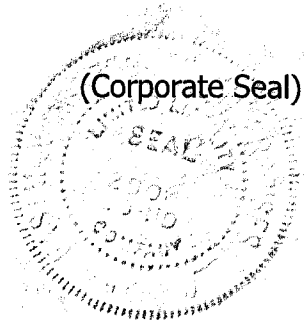
(witness name printed)

Bernard Eastman

(print signatory's name)

Its: Managing Member

(print title)



20-1556749
Federal Tax No.

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

Contract R2011-2042 dated December 20, 2011 for a period of one year expires on December 19, 2012.
 Contract not to exceed \$4,245,171.20
 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	1,079,280.05 639,028.29	Jupiter Dune Restoration	12/20/2011 BCC	1/3/2012
1A	0.00 0.00	0.00 0.00	Jupiter Dune Restoration - Add DEP Permit and Reduce Time 3 days	12/27/2011 ERM	1/3/2012
2042-02	263,416.00 109,624.00		Coral Cove Dune Restoration	10/16/2012 BCC	11/6/2012
2042-03	960,998.00 391,352.00		Singer Island Dune Restoration	10/16/2012 BCC	11/12/2012
AMENDMENT NUMBER 1			1-Year Contract Extension	BCC	
2042-03A	624,910.00 255,730.00		Singer Island Dune Restoration	BCC	

Total: \$2,928,604.05
 SBE: \$1,395,734.29
 SBE Participation: 47.65%
 Report Date: 11/19/2012

CONTRACT

R2011

2042

DEC 20 2011

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

WITNESSETH:

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

PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration
PROJECT NO.: 2011ERM05

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

- A - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments 1 through 15
- B - Completed Bonds and Insurance Forms
- C - General Conditions, Supplemental General Conditions and Appendices A, B
- D - Technical Specifications, including Figures, Tables and Attachments
- E - Addenda
- F - Permits
- G - Drawings/Plans

The Contractor acknowledges that the Work described by this Agreement shall be authorized by Work Order(s) and no minimum number or dollar value of Work Order(s) is promised under this Contract. The Contractor agrees to perform each Work Order issued by the County hereunder for the fixed prices to be established in each Work Order, based on the unit prices set forth in the Contract Bid Schedule, up to a maximum amount for all Work Orders not to exceed Four Million two hundred forty-five thousand one hundred seventy-one dollars and twenty cents (\$4,245,171.20), except as may be increased according to Articles 42 and 43 of the General Conditions. Each Work Order shall establish a fixed price, a time for completion and applicable Liquidated Damages for delay in Substantial and Final Completion.

This Contract is for a term not-to-exceed twelve (12) months from the date set forth above, with an optional extension not to exceed thirty-six (36) months total contract time.

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

R2011 2042 DEC 20 2011

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

Sharon R. Bock
Deputy Clerk



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

By: *Shelley Vana*
Shelley Vana, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

James C. [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

Daniel Bates
Daniel Bates, Deputy Director
Department of Environmental Resources Management

CONTRACTOR:

Eastman Aggregate Enterprises, LLC
(organization name)

a Florida limited liability company
(state of organization)

By: *Bernard Eastman*
(signatory)

Bernard Eastman
(print signatory's name)

Its: Managing Member
(print title)

November 23, 2011
(date of execution)

3705 Bellevue Avenue
(Contractor's Official Address)

Lake Worth, FL 33461
(Contractor's City, State, Zip Code)

20-1556749
(Federal Tax No.)

VC0000107767

Palm Beach County Vendor #
3705 Bellevue Avenue, Lake Worth, FL 33461
Payment Remittance Address

(witness signature)

William Corzo
(witness name printed)

EXECUTED CONTRACT BID SCHEDULE (1ST YEAR)

PROJECT NO.: 2011ERM05
 PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration
 CONTRACTOR NAME: Eastman Aggregate Enterprises, LLC (Primary Contractor)
 BCC AWARD DATE: 12/20/2011

MULTIPLIER	MILES
A DISTANCE FROM BIDDER'S SAND SOURCE TO PBC GOVERNMENT CENTER, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401	73

BASE BID ITEMS	QTY	UNIT	UNIT COST	TOTAL COST
1 SUPPLY SAND	140,000	TON	9.00	1,260,000.00
2 TRANSPORT AND DELIVERY (FIRST TON-MILE)	140,000	TON-MILE	1.34	187,600.00
3 TRANSPORT AND DELIVERY (ADDITIONAL TON-MILE) (QTY = (ITEM A - 1) * 140,000) ¹	10,080,000	TON-MILE	0.14	1,411,200.00
4 CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)	140,000	TON	0.72	100,800.00
5 ADDITIONAL 100' OF CONVEYOR	50,000	TON	0.54	27,000.00
6 BEACH PLACE AND GRADE (<1000' FROM ACCESS)	20,000	TON	2.00	40,000.00
7 BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)	45,000	TON	3.13	140,850.00
8 BEACH PLACE AND GRADE (>2000' FROM ACCESS)	25,000	TON	3.78	94,500.00
9 SITE PREPARATION & RESTORATION	3	WORK ORDER	1,296.00	3,888.00
10 SUPPLY, DELIVERY AND INSTALLATION OF SOD	8,000	SY	2.00	16,000.00
11 REPAIR/REPLACE IRRIGATION	200	LF	2.27	454.00
12 SCARP MANAGEMENT	5,000	LF	0.27	1,350.00
13 COMPACTION MANAGEMENT	5,000	SY	0.10	500.00
14 DEBRIS REMOVAL	70	TON	23.76	1,663.20
15 MAINTENANCE OF TRAFFIC	3	WORK ORDER	1,296.00	3,888.00
16 PORTABLE SAND QUALITY LAB WITH TECHNICIAN	50	SAMPLING EVENT	324.00	16,200.00
BASE BID				\$ 3,305,893.20
ALTERNATE BID ITEMS - WETLANDS RESTORATION	QTY	UNIT	UNIT COST	TOTAL COST
1 EXCAVATION TO GRADE AND LOAD FOR ON-SITE TRANSPORT	150,000	CY (IN-BANK)	1.62	243,000.00
2 LOAD FOR OFF-SITE TRANSPORT	50,000	CY	0.54	27,000.00
3 WETLAND/TRANSPORT, PLACE AND GRADE (<500' FROM SOURCE)	40,000	CY	2.00	80,000.00
4 WETLAND/TRANSPORT, PLACE AND GRADE (500'-1000' FROM SOURCE)	40,000	CY	2.43	97,200.00
5 WETLAND/TRANSPORT, PLACE AND GRADE (>1000' FROM SOURCE)	20,000	CY	3.24	64,800.00
6 DEWATERING	35	DAY	972.00	34,020.00
7 ADDITIONAL 100' DEWATERING PIPE	14	DAY	432.00	6,048.00
8 HAUL ROAD CONSTRUCTION	500	LF	13.50	6,750.00
9 HAUL ROAD REMOVAL	500	LF	4.32	2,160.00
WETLANDS RESTORATION SUBTOTAL				\$ 560,978.00
ALTERNATE BID ITEMS - MISCELLANEOUS	QTY	UNIT	UNIT COST	TOTAL COST
10 SUPPLY/INSTALL BEDDING STONE	2,000	TON	27.00	54,000.00
11 SUPPLY/INSTALL ARMOR STONE	3,000	TON	75.60	226,800.00
12 SUPPLY/INSTALL/MAINTAIN TURBIDITY CURTAIN	5,000	LF	10.80	54,000.00
13 TURBIDITY MONITORING/REPORTING	100	DAY	216.00	21,600.00
14 SUPPLY/INSTALL FILTER FABRIC	75,000	SF	0.22	16,500.00
15 SUPPLY/INSTALL SILT FENCE	5,000	LF	1.08	5,400.00
16 PREMIUM FOR DAVIS-BACON ACT (WAGE RATE) COMPLIANCE ²	0	WORK ORDER \$	0.00%	
MISCELLANEOUS SUBTOTAL				\$ 378,300.00
TOTAL ALTERNATE BID				\$ 939,278.00
BASE BID + ALTERNATE BID (WETLANDS RESTORATION AND MISCELLANEOUS)				\$ 4,245,171.20

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 project staging location. Does not include return mileage. For the 1st year contract, the quantity of Base Bid Item 3 will be calculated by subtracting 1 mile from the distance entered for Item A and then multiplying by 140,000 tons.

²Premium applied to Work Order total

CONTRACT R2011 2043

THIS CONTRACT, made and entered into this _____ day of DEC 20 2011, 20____, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and H & R of Belle Glade, Inc., hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

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

PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration
PROJECT NO.: 2011ERM05

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


- A - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments 1 through 15
- B - Completed Bonds and Insurance Forms
- C - General Conditions, Supplemental General Conditions and Appendices A, B
- D - Technical Specifications, including Figures, Tables and Attachments
- E - Addenda
- F - Permits
- G - Drawings/Plans

The Contractor acknowledges that the Work described by this Agreement shall be authorized by Work Order(s) and no minimum number or dollar value of Work Order(s) is promised under this Contract. The Contractor agrees to perform each Work Order issued by the County hereunder for the fixed prices to be established in each Work Order, based on the unit prices set forth in the Contract Bid Schedule, up to a maximum amount for all Work Orders not to exceed Four million seven hundred fifty-four thousand six hundred fifty dollars and no cents (\$4,754,650.00), except as may be increased according to Articles 42 and 43 of the General Conditions. Each Work Order shall establish a fixed price, a time for completion and applicable Liquidated Damages for delay in Substantial and Final Completion.

This Contract is for a term not-to-exceed twelve (12) months from the date set forth above, with an optional extension not to exceed thirty-six (36) months total contract time.

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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER


Nancy Powell
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
Assistant County Attorney

R2011 2043 DEC 20 2011
PALM BEACH COUNTY, FLORIDA
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Shelley Vana, Chair

APPROVED AS TO TERMS AND
CONDITIONS:

[Signature]
Daniel Bates, Deputy Director
Department of Environmental Resources Management

CONTRACTOR:

H & R of Belle Glade, Inc.
(Corporate Name)

a Florida corporation
(insert state of corporation)

By: [Signature]
(signatory)

ENRIQUE RIONDA
(print signatory's name)

Its: PRESIDENT
(print title)

November 22, 2011
(date of execution)

715 Hatcher Road
(Contractor's Official Address)

Belle Glade, FL 33430
(Contractor's City, State, Zip Code)

65-0837929
(Federal Tax No.)

VC0000134149

Palm Beach County Vendor #
P.O. BOX 264, Belle Glade, FL 33430
Payment Remittance Address

(Corporate Seal)

[Signature]
(witness signature)

HEATH T. NORMAN
(witness name printed)

EXECUTED CONTRACT BID SCHEDULE (1ST YEAR)

PROJECT NO.: 2011ERM05
 PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration
 CONTRACTOR NAME: H & R of Belle Glade, Inc. (Secondary Contractor)
 BCC AWARD DATE: 12/20/2011

MULTIPLIER	MILES
A DISTANCE FROM BIDDER'S SAND SOURCE TO PBC GOVERNMENT CENTER, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401	72

BASE BID ITEMS	QTY	UNIT	UNIT COST	TOTAL COST
1 SUPPLY SAND	140,000	TON	9.20	1,288,000.00
2 TRANSPORT AND DELIVERY (FIRST TON-MILE)	140,000	TON-MILE	1.20	168,000.00
3 TRANSPORT AND DELIVERY (ADDITIONAL TON-MILE) (QTY = (ITEM A - 1) * 140,000) ¹	9,940,000	TON-MILE	0.16	1,590,400.00
4 CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)	140,000	TON	2.30	322,000.00
5 ADDITIONAL 100' OF CONVEYOR	50,000	TON	1.10	55,000.00
6 BEACH PLACE AND GRADE (<1000' FROM ACCESS)	20,000	TON	2.05	41,000.00
7 BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)	45,000	TON	2.95	132,750.00
8 BEACH PLACE AND GRADE (>2000' FROM ACCESS)	25,000	TON	3.80	95,000.00
9 SITE PREPARATION & RESTORATION	3	WORK ORDER	1,500.00	4,500.00
10 SUPPLY, DELIVERY AND INSTALLATION OF SOD	8,000	SY	2.25	18,000.00
11 REPAIR/REPLACE IRRIGATION	200	LF	5.50	1,100.00
12 SCARP MANAGEMENT	5,000	LF	1.05	5,250.00
13 COMPACTION MANAGEMENT	5,000	SY	0.55	2,750.00
14 DEBRIS REMOVAL	70	TON	75.00	5,250.00
15 MAINTENANCE OF TRAFFIC	3	WORK ORDER	1,250.00	3,750.00
16 PORTABLE SAND QUALITY LAB WITH TECHNICIAN	50	SAMPLING EVENT	300.00	15,000.00
BASE BID				\$ 3,747,750.00
ALTERNATE BID ITEMS - WETLANDS RESTORATION	QTY	UNIT	UNIT COST	TOTAL COST
1 EXCAVATION TO GRADE AND LOAD FOR ON-SITE TRANSPORT	150,000	CY (IN-BANK)	1.25	187,500.00
2 LOAD FOR OFF-SITE TRANSPORT	50,000	CY	0.85	42,500.00
3 WETLAND/TRANSPORT, PLACE AND GRADE (<500' FROM SOURCE)	40,000	CY	1.85	74,000.00
4 WETLAND/TRANSPORT, PLACE AND GRADE (500'-1000' FROM SOURCE)	40,000	CY	2.25	90,000.00
5 WETLAND/TRANSPORT, PLACE AND GRADE (>1000' FROM SOURCE)	20,000	CY	2.75	55,000.00
6 DEWATERING	35	DAY	780.00	27,300.00
7 ADDITIONAL 100' DEWATERING PIPE	14	DAY	150.00	2,100.00
8 HAUL ROAD CONSTRUCTION	500	LF	15.50	7,750.00
9 HAUL ROAD REMOVAL	500	LF	5.50	2,750.00
WETLANDS RESTORATION SUBTOTAL				\$ 488,900.00
ALTERNATE BID ITEMS - MISCELLANEOUS	QTY	UNIT	UNIT COST	TOTAL COST
10 SUPPLY/INSTALL BEDDING STONE	2,000	TON	48.00	96,000.00
11 SUPPLY/INSTALL ARMOR STONE	3,000	TON	108.00	324,000.00
12 SUPPLY/INSTALL/MAINTAIN TURBIDITY CURTAIN	5,000	LF	12.00	60,000.00
13 TURBIDITY MONITORING/REPORTING	100	DAY	125.00	12,500.00
14 SUPPLY/INSTALL FILTER FABRIC	75,000	SF	0.24	18,000.00
15 SUPPLY/INSTALL SILT FENCE	5,000	LF	1.50	7,500.00
16 PREMIUM FOR DAVIS-BACON ACT (WAGE RATE) COMPLIANCE ²	0	WORK ORDER \$	25.00%	
MISCELLANEOUS SUBTOTAL				\$ 518,000.00
TOTAL ALTERNATE BID				\$ 1,006,900.00
BASE BID + ALTERNATE BID (WETLANDS RESTORATION AND MISCELLANEOUS)				\$ 4,754,650.00

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 project staging location. Does not include return mileage. For the 1st year contract, the quantity of Base Bid Item 3 will be calculated by subtracting 1 mile from the distance entered for Item A and then multiplying by 140,000 tons.

²Premium applied to Work Order total

WORK SUPPLEMENT NO. 2042-03A

(Mark applicable category:)

Owner Initiated
 Differing Site Conditions
 Zoning/Code/Ordinance Changes
 Errors/Omissions/ In Design

Quantity Overruns/Underruns
 Request By Another Agency/Outside Party
 A. Reimbursable
 B. Non-Reimbursable
 Other

PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration

PROJECT NO.: 2011ERM05 **WORK ORDER NO.:** 2042-03

WORK ORDER LOCATION/NAME: Singer Island Dune Restoration

(Contractor): Eastman Aggregate Enterprises, LLC

CONTRACT RESOL. NO. R2011-2042

COMMISSIONER DISTRICT NO.: 1

CONTRACT DATE: 12/20/2011

NOTICE TO PROCEED DATE: 11/09/2012

COMMENCEMENT DATE: 11/12/2012

BUDGET LINE ITEM: 3652-381-M037-4630 S015-CSII-011

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

- 1) 28,000 tons of sand is added to the project due to additional erosion resulting from the waves generated from Hurricane Sandy, as shown on attached cost proposal dated 11/8/2012.
- 2) Work Order time is increased by 43 calendar days.

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

The Original Work Order was	\$ 960,998.00
Net Change by previous Supplements	\$ 0
The Work Order Sum prior to this Supplement was	\$ 960,998.00
The Work Order Sum will be increased/decreased by this Supplement	\$ 624,910.00
The New Work Order Sum including this Supplement will be	\$ 1,585,908.00
The Work Order Time will be increased by	43 days
The Date of Substantial Completion including this Supplement	February 21, 2013
The Date of Final Completion including this Supplement	To Be Specified in Punchlist

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

ATTEST:

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

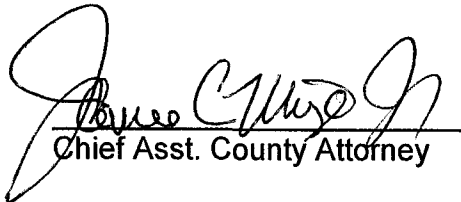
SHARON R. BOCK,
Clerk & Comptroller

By: _____

By: _____
Deputy Clerk


WORK SUPPLEMENT NO. 2042-03A
PALM BEACH COUNTY PROJECT NO. 2011ERM05
Page 2

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Chief Asst. County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:



Daniel Bates, Deputy Director
Dept. of Environmental Res. Mgmt.

Eastman Aggregate Enterprises, LLC
Contractor

3705 Bellevue Avenue
Lake Worth, FL 33461

Address

By: 

Bernard Eastman

Name

Managing Member

Title

SCHEDULE 1 FOR WORK SUPPLEMENT NO. 2042-03A

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

PROJECT NAME OR BID NAME: Palm Beach County Annual Dune & Wetlands Restoration PROJECT NO. OR BID NO: 2011ERM05
 NAME OF PRIME BIDDER: Eastman Aggregate Enterprises, LLC ADDRESS: 3705 Bellevue Ave. Lake Worth, FL 33461
 CONTACT PERSON: Bernie Eastman PHONE NO.: 561-969-7147 FAX NO.: 561-434-3477
 BID OPENING DATE: 11-9-2011 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	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Eastman Aggregate Enterprises, LLC. 3705 Bellevue Ave Lake Worth, FL 33461 561-969-7147	<input type="checkbox"/>	<input checked="" type="checkbox"/>					255,730.00 /
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					
	<input type="checkbox"/>	<input type="checkbox"/>					

(Please use additional sheets if necessary)

Total Bid Price \$ 624,910.00 / Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 255,730.00 /

I hereby certify that the above information accurate to the best of my knowledge: Bernie Eastman Signature Office Manager Title

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.

1 of 1

OSBA SCHEDULE 2 FOR WORK SUPPLEMENT NO. 2042-03A
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	16,800/tons	9.00	151,200.00 (60% of total tons)
2	Transport - Delivery (1st ton mile)	28,000/ton mile	1.34	37,520.00
3	Transport - Delivery (each ton mile)	1,962,000/each ton mile	.14	260,680.00
4	Conveying of Material	15,000/hrs	.72	10,800.00
5	Beach place grade (1000')	21,000/tons	2.00	42,000.00
7	Beach place grade (1000'-2000')	7,000/tons	3.13	21,910.00

at the following price or percentage \$524,110.00
(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 \$29,820.00 TRU Trucking (#2: #3)
Subcontracted by Eastman \$238,560.00 (Name of Subcontractor) Various Independent (#2-3)
Owner Operators

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)
Bernie Eastman MGRM
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Revised 9/7/2011

Date: 11-17-12

