

Agenda Item is over 50 pages and can be viewed in the Minutes department

Agenda Item #: **3-C-3**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	<b>November 19, 2013</b>	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>
<b>Department:</b>			
<b>Submitted By:</b>	<b>Engineering and Public Works</b>		
<b>Submitted For:</b>	<b>Road &amp; Bridge Division</b>		

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to receive and file: a contract dated September 24, 2013 with The Murphy Construction Co., in the amount of \$199,498.25 (Contract) for the construction of CR 880 at 20 Mile Bend emergency slope protection (Project).

**SUMMARY:** The Contract is being submitted as a receive and file agenda item for the Clerk's Office to note and receive. The Contract was approved on September 24, 2013, by the County Engineer, as a delegated authority in accordance with the Purchasing Code. The Project involved the repair and stabilization of the embankment for CR 880 at the South Florida Water Management District's L-13 Canal.

District 6 (MRE)

**Background and Justification:** On September 24, 2013, the County Engineer approved a Contract in the amount of 199,498.25 with The Murphy Construction Co. to construct the Project. Immediate repair of the roadway embankment was needed to ensure the integrity of CR 880 and provide a safe roadway for the public. This receive and file agenda item was prepared to provide the Contract to the Clerk's Office for placement in the public record.

**Attachments:**

1. Location Map
2. Contract

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**Recommended by:** \_\_\_\_\_

*Stan Can*  
Division Director

10/31/13  
Date

**Approved By:** \_\_\_\_\_

*S. T. Webb*  
County Engineer

10/21/13  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	<u>\$199,499</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u><b>\$199,499</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget?                      Yes      X      No

**Budget Account No:**

Fund 3500    Dept 361    Unit 0704    Object 6554

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

Transportation Improvement Fund  
Glades Area R & R

New Construction Contract                      \$199,498.25

**C. Departmental Fiscal Review:**

*Alicia Kovalainen*

**III. REVIEW COMMENTS**

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

*Susan Neary* 10/22/13  
OFMB KW CA  
10/22 10/22

*Dr. J. [Signature]* 10/23/13  
Contract Dev. and Control

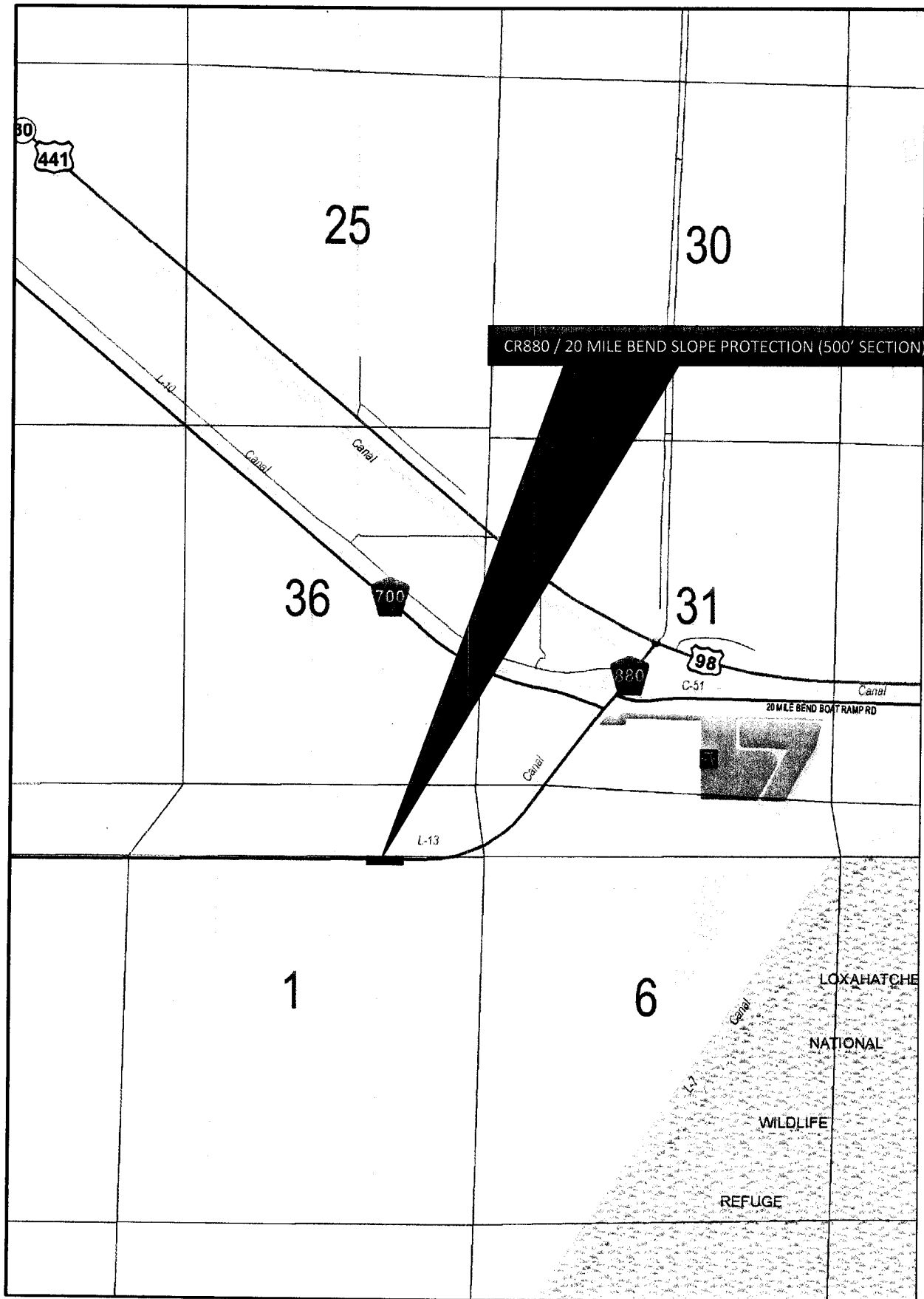
**B. Approved as to Form and Legal Sufficiency:**

*Marie R. [Signature]* 10/24/13  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**This summary is not to be used as a basis for payment.**



Location Map

**CONTRACT DOCUMENTS**

**FOR**

**CONSTRUCTION**

**OF**

**CR 880 AT 20 MILE BEND**

**EMERGENCY SLOPE PROTECTION**

**PALM BEACH COUNTY, FLORIDA**

**PROJECT NO. 2013001**

Contractor is hereby advised that the current Standard Specifications for Road and Bridge Construction 2012 (and as amended herein) shall govern along with the following:

**LAWS AFFECTING PUBLIC WORK:** The attention of bidders is called to the necessity of being familiar with the various Federal, State and Local Laws affecting the prosecution of the work. As outlined in Section 2-11, Palm Beach County Administrative Code Section 305.02 & 402.00, and Purchasing Ordinance 2005-062, the County is responsible to assure the qualifications of any or all prospective contractors.

**NONDISCRIMINATION:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, and gender identity and expression.

**SUBLETTING OR ASSIGNING CONTRACTS:** All awards will be made with the understanding that the work awarded will be performed by the Contractor to whom the award is made, with the assistance of workmen, under his immediate superintendent, and the Contract shall not be sublet to another Contractor except with the consent of the County Engineer. In no event will the Contractor be released from responsibility.

**THE USE OF PATENTED PROCESSES, ETC.:** The basis on which a contract will be awarded will be the bid prices and these shall include all charges for the use of patent processes, materials or methods, and for all other similar incidental charges not expressly provided for in these Contract Documents.

**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 CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

**POWER OF ATTORNEY:** Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of their power of attorney to sign said bonds.

**PUBLIC ENTITY CRIMES:** In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Twenty five Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list

maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287-133(3)(a).

"The CONTRACTOR shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance (Ordinance), if CONTRACTORS employees or subcontractors are required under this contract to enter a critical facility as identified in Resolution R-2003-1274. The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a critical facility will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030."

**UNIT PRICES:** The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the bid item shall be included in the unit price for the item.

The Contractor's attention is also directed to Section 9-3.1 for additional conditions to be considered in relation to unit prices.

**CONTINGENT ITEMS:** The Contractor is advised that contingent items shall not be used to meet the SBE goal participation for the contract. The SBE participation goals established for the contract, as specified on page SBE-1, shall include all pay items for the project less the contingency items. The use of contingent pay items shall only serve to increase the SBE participation of the contract, over and above the required goals achieved by use of regular pay items.

**WORK PROGRESS SCHEDULE:** At the Pre-Construction Conference Meeting, the Contractor shall be required to supply the County with a work progress schedule. This schedule shall be in the format of a bar graph, or as otherwise approved by the Engineer, showing the time allotted for each of the items in the proposal form. This schedule shall specifically depict all hauling activity to be performed by a SBE subcontractor. The total time frame of the schedule will be as indicated in the time of completion. This schedule will be reviewed by the County Engineer's Office prior to the start of construction. This schedule will become part of the contract documents.

**DAILY REPORTS:** The Contractor shall keep daily reports of all personnel and equipment on the project for review by the County for the entire length of the project.

**PARTIAL PAYMENTS:** Unless otherwise specified, partial payments for lump sum items shall be based upon the percent of work actually completed on the items, except for "Maintenance of Traffic", which shall be paid on the basis of the percent of the total project actually completed.

**RECORD DRAWINGS (ROADWAY):** The Contractor shall note that this contract includes preparation of "Record Drawings". By definition, "Record Drawings" shall be the electronic information which reflects the as-built conditions of the project recorded at or about the time of the "substantial completion" inspection. The as-built information and permitting forms shall be prepared and certified (i.e., signed and sealed) by a Professional Engineer or Land Surveyor licensed in the State of Florida, as required by the project.

**LOCAL GOVERNMENT PROMPT PAYMENT ACT:** In accordance with the Local Government Prompt Payment Act (F.S. 218.70, *et seq*) the Contractor is hereby notified of the following:

1. The Contractor will be notified at the Pre Construction Meeting the manner in which pay requests are to be prepared and directed to the County. For a pay request to be deemed acceptable, the Contractor must provide the following:

Pay Request No. 1

- SBE-M/WBE Activity Form/Schedule 3.
- Certification of Compliance with the Living Wage Ordinance.

Pay Request No. 2 and all others following, but not including the Final

- SBE-M/WBE Activity Form/Schedule 3.
- SBE-M/WBE Payment Certification/Schedule 4.
- Disbursement of Previous Periodic Payments to Subcontractors.
- Certification of Compliance with the Living Wage Ordinance.

Final Pay Request

- SBE-M/WBE Activity Form/Schedule 3.
- SBE-M/WBE Payment Certification/Schedule 4.
- Disbursement of Previous Periodic Payments to Subcontractors.
- Disbursement of Final Payment to Subcontractors.
- Form 1.
- Form 2 including Bonding Affidavit.
- Record of Construction Materials Affidavit.
- Certification of Compliance with the Living Wage Ordinance.

2. A single list of items (Punch List) required to render the work complete, satisfactory, and acceptable will be prepared by the County. The Punch List shall be developed via a joint inspection of the work (conducted within 30 calendar days after reaching substantial completion) by the prime contractor's superintendent, together with the Construction Coordinator and an engineer from Engineering & Public Works, with all unsatisfactory work listed on the Punch List. The Punch List shall be provided to the Contractor within 5 days of the inspection.
  
3. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and County's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, demand in writing a meeting with and review by the County Engineer. In the absence of the County Engineer, the Deputy County Engineer may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by County of Contractor's written demand. The County Engineer, or Deputy County Engineer, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purposes of the Local Government Prompt Payment Act.



**PALM BEACH COUNTY, FLORIDA**  
**STANDARD SPECIFICATIONS FOR ROAD AND**  
**BRIDGE CONSTRUCTION**

It is the intent of these Specifications that the Florida Department of Transportation "Standard Specifications for Road & Bridge Construction", dated 2012, be used as the basis for the work. **FDOT** refers to the State of Florida and its Department of Transportation and Personnel. **DEPARTMENT** is intended to be that wording which would provide proper terminology, making such Standard Specifications and General Provisions as though they were those Standard Specifications and General Provisions of Palm Beach County in conjunction with Palm Beach County's retained engineer(s).

In addition to these Standard Specifications and General Provisions, there will be those General Provisions included which would pertain to the pertinent items of construction.

The Standard Specifications for Road and Bridge Construction, 2012 Edition, amended as follows, but not otherwise changed, shall govern:

PALM BEACH COUNTY, FLORIDA  
GENERAL PROVISIONS

DIVISION I  
GENERAL REQUIREMENTS AND COVENANTS

SECTION 1  
DEFINITIONS AND TERMS

1-3 Definitions.

The following terms, when used in the Contract Documents, have the meaning described as follows:

**Department - THE FOLLOWING IS SUBSTITUTED:**

The Palm Beach County Engineering & Public Works Department or The State of Florida Department of Transportation, as appropriate.

**Engineer - THE FOLLOWING IS SUBSTITUTED:**

Palm Beach County's Engineering & Public Works Department's County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

**ADD THE FOLLOWING DEFINITION:**

*Lot - The definition varies throughout the specification. The Engineer reserves the right to define the testing limits.*

**ADD THE FOLLOWING DEFINITION:**

**Qualified Products List (Qpl) - Refers to FDOT's Qualified Products List**

**SECTION 2  
PROPOSAL REQUIREMENTS AND CONDITIONS**

**2-1 Prequalification of Bidders - DELETE AND INSERT THE FOLLOWING:**

Palm Beach County Engineering & Public Works Department, Roadway Production Division (Department) does not certify Contractors. Although FDOT certification is not a requirement, the Department reserves the right to utilize FDOT's listing of pre-qualified Contractors to determine Contractor's eligibility to perform the work required for this project. Refer to URL <https://www3.dot.state.fl.us/contractorprequalification/public/prequalifiedcontractorsearch.aspx> for access to pre-qualified FDOT contractors for construction contracts exceeding \$250,000 in amount:

Prime Contractors who have not performed work with the Department's Roadway Production Division within the past three (3) years shall include with the bid package (at a minimum) a report listing all "similar" projects performed and completed by the firm. The information shall include at a minimum: project title and number; a brief summary of the scope performed; the entity for whom the work was performed; two (2) entity contact persons (administrative /one construction) with direct telephone numbers; the construction budget for the project and the resulting budget (over / under); detailed information with respect to firm's resources, equipment, and past record on projects, key personnel with a statement of their work category and experience; a disclosure stating the types of work the firm is qualified to perform and the aggregate amount of work that they currently have under contract; and other pertinent information to assist us in this review.

If the prime contractor has not done work with the Department's Roadway Production Division within the past 3 years, the contractor shall submit the above information with the bid package in a folder entitled "Documentation of Qualification to Perform". The bound qualification package shall be submitted with the bid package for the prime to be considered a responsive, responsible bidder. Failure to submit this information may be cause for rejection.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

- (a) A bid on a contract to provide goods or services to a public entity.
- (b) A bid on a contract with this project for the construction or repair of a public building or public work.
- (c) Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

All pre-qualified contractors bidding on any Contract may be required to submit a copy of their FDOT Certification of Current Capacity (Form 375-020-22) and Status of Contracts On Hand (Form 375-020-21).

2-2 Proposals.

2-2.1 Obtaining Proposals - DELETE AND INSERT THE FOLLOWING:

Obtain a proposal under the conditions stipulated in the Notice to Contractor. The proposal shall state the location and description of the work to be performed; the estimate of the various quantities (if applicable); the items of work to be performed (if applicable); the Contract Time; the amount of proposal guaranty; and the date, time, and place of the opening of proposals. The proposal form shall include all special provisions or other requirements which vary from or are not contained in the Standard Specification.

The plans, Specifications and other documents designated in the proposal form as part of the proposal, whether attached or not.-Do not detach any papers bound with or attached to the proposal.

ADD THE FOLLOWING SUB-ARTICLE:

2-2.1.1 Filling out Proposals (Pay Item Extensions)

In filling out proposal forms, bidders shall be governed by the following provisions:

- (a) Proposals shall be made on the blank proposal form provided (Excel file). The blank spaces in the proposal form shall be filled in, regardless of whether quantities are shown, and no changes shall be made either in the phraseology of, or in the items listed in the proposal form. It is the bidder's responsibility to check and verify the accuracy of excel file for typos/misspellings. Bidders are reminded that this is a unit price contract, and bid totals shall be based on actual unit prices provided (see Section "e" below) regardless of quantities shown.
- (b) Each proposal form shall specify a unit price, for each of the separate items as called for.
- (c) Any proposal which does not contain prices set opposite each of the items for which there is a blank space, or any proposal which shall in any manner fail to comply with the conditions of the published notice will be cause for rejection.
- (d) Proposals must be signed in ink by an authorized officer of the bidder with the signature in full.  
John Doe Company  
By: John Doe, President
- (e) In the event of mathematical errors in the extension of units and unit prices, the unit price shall prevail. The "Total Bid" shall be "Base Bid" when alternate (s) are included) as indicated on the proposal forms and the summation of the extension of units and unit prices only. Should the proposal include alternate (s)", the total amount that will be considered for the "Alternate (s)" shall also be the summation of the extension of units and unit prices only, with the unit price prevailing.

When "Alternates" are included, the County reserves the right to award the contract based on the "Base Bid" with or without the "Alternate (s)", with no recourse to the Contractor.

- (f) When a corporation is a bidder, the person signing shall state under the laws of what state the corporation was chartered, and the name and title of the officer having authority under the by-laws to sign Contracts.
- (g) Anyone signing the proposal as agent must file it with the following information: name, title, authority to do so. Post Office address, County and State, must be given. The signature must be in ink.
- (h) Proposals that contain any omission, erasure, alteration, addition, or item not called for in the Engineer's estimate, or that show irregularities of any kind, shall be considered as informal or irregular. This will be cause for rejection of the proposal.

**DELETE AND INSERT THE FOLLOWING:**

**2-2.2 Department Modification and Contract Documents:**  
 Modifications to any Contract Documents shall be posted at the following URL address:  
<http://www.pbcgov.com/engineering/roadway/production/roadwayaccess>

The bidder shall be responsible for checking and downloading the revised data from the Department's website. If the Department's website cannot be accessed, contact the Department's Office Coordinator at (561) 244-2000.

**2-2.3 Informational Statements - DELETE IN ITS ENTIRETY:**

**2-2.4 Hard Copy Bid Submittals - DELETE AND INSERT THE FOLLOWING:**

Unless otherwise indicated in the Notice to Contractors, the Contractor shall provide and submit as a hard copy submittal to the Department in accordance with the specifications listed below and the requirements of 2-5 and 2-8.

Print and submit bid documents generated from the web site on laser size paper. Ensure that all computer generated sheets are legible. The Department prefers dot matrix print but also recommends a minimum of 20 pound paper.

The following hard copy documents shall be submitted with the bid, at a minimum:

a	SBE Schedules 1 & 2
b	All Proposal Pages (pages)
c	Signed Contractor Certification
d	Signed/Sealed General Reference
e	Signed/Sealed List of Work
f	Signed/Sealed Company
g	Acknowledged sealed Bid Bond
h	Copy of license to conduct business in the State of Florida
i	Documentation of qualification for firms that have not contracted as prime contractors with Roadway Production, if applicable (per Section 2-1).

The Department will not be held responsible if the bidder submits a bid that is incomplete. Failure to follow proper procedures may cause the bid to be declared non-responsive, or irregular.

**2-5 Preparation of Proposals - DELETE AND INSERT THE FOLLOWING:**

**2-5.1 General:**

Submit proposals on the form described in 2-2. Any payment that will be made free or at no cost to the Department shall be indicated as "free" or "\$00.00". If the pay item is blank or N/A is used, the bid may be declared irregular. Show the total of the bid which is carried forward on the proposal forms.

**2-5.2 Internet Bid Submittals - DELETE AND INSERT THE FOLLOWING:**

**2-5.3 Hard Copy Bid Submittals - DELETE AND INSERT THE FOLLOWING:**

If the proposal is made by an individual, either the bidder's own proper person or under a trade or firm name, the bidder shall execute the proposal under the bidder's signature and enter the firm's bidding office street address.

If made by a partnership, execute the proposal by setting out in full the names of the partners, the firm name of the partnership, and any, have two or more of the general partners sign the proposal and enter the firm's bidding office street address.

If made by a corporation, execute the proposal by setting out in full the corporate name and have the president or other legally authorized corporate officer or agent sign the proposal, affix the corporate seal and enter the corporation's bidding office street address. If made by a limited liability company, execute the proposal by setting out the company name, have the manager or authorized person sign the proposal and enter the company's bidding office address.

If made by a joint venture, execute the proposal by setting out the joint venture name. Have the authorized parties sign the proposal and enter the bidding office's street address.

**2-6 Rejection of Irregular Proposals - DELETE AND INSERT THE FOLLOWING:**

A proposal is irregular and the Department may reject it if it shows omissions, alterations of form, additions not specified or required, corrections, or other irregularities of any kind; or if the unit prices are obviously unbalanced or the cost is in excess of or below the reasonable cost analysis values.

**ADD THE FOLLOWING TO ARTICLE 2:**

**2-6.1 Unbalanced Bid Items**

Bid items whose unit prices are not in line with the industry standards or averages for the items may be considered unbalanced.

A bidder may withdraw or revise a proposal after submitting it, provided the Department receives a written request to withdraw or revise the proposal prior to the time set for opening of bids. The resubmission of any proposal withdrawn under this provision is subject to the provisions of Section 2-10.

If a Bidder wishes to change unit prices they must be made for the entire bid as indicated in the Notice to Contractors and they shall strike the unit price and add the change in the appropriate space. Changes shall be initialed by the person submitting the bid. Any changes or alterations of unit prices in the proposal must be initialed. Failure to initial these changes or illegible entries of unit prices or unit prices will be cause for the rejection of the bid as informal or irregular. All bids shall include both the unit price and the extension for all lump sum bid items.

### 2-10 Opening of Proposals - DELETE AND INSERT THE FOLLOWING:

The Department will open and read proposals at the time and place indicated in the Notice to Contractors, or as soon thereafter as possible. The Department invites bidders, their authorized agents, and other interested persons to attend.

Proposals received after the time set for the opening will be returned to the bidder "unopened".

## SECTION 3 AWARD AND EXECUTION OF CONTRACT

### 3-1 Consideration of Bids - DELETE AND INSERT THE FOLLOWING:

For the purpose of award, after opening and reading the proposals, the Department will consider as the bid the correct summation of each unit bid price multiplied by estimated quantities shown in the proposal. On this basis, the Department will compare the amounts of each bid and make the results of such comparison available to the public. Until the actual award of the Contract, however, the Department reserves the right to reject any or all proposals and to waive minor errors. The Department may deem best for the interest of the County.

Submit bid unit prices for all bid items. Bids submitted without bid unit prices for all bid items will be rejected as irregular.

### 3-2 Award of Contract

#### 3-2.1 General - DELETE AND INSERT THE FOLLOWING:

If the Department decides to award the Contract, the Department will award the Contract to the lowest responsive bidder whose proposal complies with all the Contract Document requirements. If awarded, the Department will award the Contract within one hundred twenty (120) days after the opening of the proposals, unless the Special Provisions change this time limit or the bidder and the Department extend the time period by mutual consent.

The "Notice to Proceed"(see 8.3.3) shall be issued within one hundred twenty (120) calendar days of the award of contract, unless otherwise mutually agreed by the Contractor and the Engineer. For the purpose of award, the low bid shall be the lowest amount bid for the Total Bid, and if any alternates are considered, it shall be the "Total Bid" plus the addition for alternates or alternates which the Owner may select. In no case will any award be made until all necessary investigation and study is made into the responsibility of the low bidder.

Prior to award of the Contract by the Department, a contractor must provide evidence of authorization to do business in the State of Florida.

**\*NOTE TO SPEC PREPARER: THIS SECTION SHALL BE USED FOR ANNUAL CONTRACTS ONLY.**  
Project Award.

The Board of County Commissioners reserves the right to make multiple awards for this contract. In the event the Board exercises this right, award will be made to the two (2) lowest, responsive, responsible bidders. Work will be awarded to the bidders at the County's discretion.

### 3-5 Contract Bond Required.

#### 3-5.1 General Requirements of the Bond - DELETE AND INSERT THE FOLLOWING:

**\*NOTE TO SPEC PREPARER: THIS PARAGRAPH SHALL BE USED FOR ANNUAL CONTRACTS ONLY. AMOUNTS WILL VARY, AND IT SHALL REPLACE THE 1<sup>ST</sup> SENTENCE OF THE 2<sup>ND</sup> PARAGRAPH.**

The successful bidder shall furnish a surety bond in the amount of \$50,000 as security for faithful performance of order(s) awarded as a result of this bid and for the payment of all bills for materials, labor, and on their furnishing material in connection therewith. In the event the low bidder's bid results in a total outstanding work order amount which exceeds the amount of the surety bond, the vendor agrees to provide additional surety in increments of \$50,000 in order to maintain the surety amount in excess of total orders. Under no circumstances shall the successful bidder begin work until he/she has supplied Palm Beach County Public Construction Bond.

Upon award, furnish to the Department and maintain in effect throughout the life of the Contract, an acceptable surety bond in a sum at least equal to the amount of the Contract. Obtain a surety that has a resident agent in the State of Florida, and meets all of the requirements of the laws of Florida and the regulations of the Department, and has the Department's approval. Ensure that the surety's resident agent's name, address, and telephone number is clearly stated on the face of the Contract Bond.

In order to insure faithful performance of each and every condition, any stipulation and requirement of the Contract Documents and to indemnify and save harmless the County from any and all damages, either direct or indirect, arising out of any failure to perform same, the Contractor will be required to execute and deliver with each contract and a Public Construction Bond (Payment and Performance Bond) satisfactory to the Board of County Commissioners, equal to one-hundred (100) percent of the contract price. The bond shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority issued by the United States Department of the Treasury under ss 31 U.S.C. 9304-9308. Such bonds shall be made on forms hereto attached. The Contractor shall verify at the time of execution of the contract the acceptability of the surety provided thereunder. Such



bonds will not be acceptable unless the Surety is a Surety Company authorized by law to do business in the State of Florida and satisfactory to the Board of County Commissioners.

**ADD THE FOLLOWING SUB-ARTICLE:**

**3-5.6 Recording of Contract Bond**

Before commencing the work, Contractor shall provide Palm Beach County a certified copy of the recorded bond(s). County may not make any payment to Contractor until Contractor has complied with this requirement.

**3-6 Execution of Contract and Bond - DELETE AND INSERT THE FOLLOWING:**

The Contractor shall sign (execute) the Contract and provide satisfactory bond and evidence of meeting all insurance requirements per 7-13 (Insurance) with the Contract documents. Executed documents shall be furnished to the Department within fourteen (14) working days after the date of the "Letter of Intent to Award".

Contractor shall perform not less than 50% of the total contract value within 14 days of issuance. Therefore, Contractor must submit with the Contract documents a detailed breakdown (dollars and percentage) of how the total contract amount is proposed to be distributed. The breakdown shall show all relative information for the Prime and all sub-contractors.

**3-7 Failure by Contractor to Execute Contract and Furnish Bond - DELETE AND INSERT THE FOLLOWING:**

In the event that the bidder fails to execute the Contract and to provide an acceptable bond, as prescribed in 3-5 and 3-5.6, within 14 days of issuance of the Notice of Intent to Award letter, the Department may cause the bidder to forfeit the proposal guaranty to the Department; not as a penalty but in liquidation of damages sustained. The Department may then award the Contract to the next lowest responsive, responsible bidder, re-advertise, or accomplish the work using day labor.

**SECTION 4  
SCOPE OF THE WORK**

**4-1 Intent of Contract - ADD THE FOLLOWING AT THE END OF THIS ARTICLE:**

The construction plans for Palm Beach County Project No. 2013001, consist of all work necessary to provide slope protection along a portion of CR880, Palm Beach County, Florida. The work includes mobilization, rubble riprap work, maintenance of traffic, earthwork, and other work, as directed by the Engineer.

All of the work involved in this project shall conform to the construction plans and specifications and shall be completed in a workmanlike manner. All debris is to be removed within the time specified in the contract.

**4-3 Alteration of Plans or of Character of Work.**

**4-3.1 General - DELETE AND INSERT THE FOLLOWING:**

The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

**4-3.2 Increase, Decrease or Alteration in the Work - DELETE AND INSERT THE FOLLOWING:**

The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

The Engineer may direct that the work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to 5-12.

**4-3.9 Value-Engineering-Incentive Cost Savings Initiative Proposal - DELETE IN ITS ENTIRETY.**

**4-4 Unforeseeable Work - DELETE AND INSERT THE FOLLOWING:**

When the Department requires work that is not covered by a price in the Contract, and the Department finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

**SECTION 5  
CONTROL OF THE WORK**

**5-1 Plans and Working Drawings.**

**5-1.1 Contract Documents - DELETE AND INSERT THE FOLLOWING:**

The Contractor will be furnished five (5) copies of the plans and specifications at the Pre-Construction Conference. Additional copies may be purchased from the Bannock County Engineering Department, at a total cost of \$ \* per set of contract documents.

The Contractor shall have available at the job site at all times, one copy each of the plans, contract documents and specifications.

**5-1.2 Contractor's Plans - DELETE IN ITS ENTIRETY.**

**5-1.4 Style, Numbering, and Material of Submittals**

GP-10

**NOT APPLICABLE**

**5-1.4.4.1 Drawings - DELETE AND INSERT THE FOLLOWING:**

Furnish six (6) clearly legible photographic or xerographic copies of all shop drawings that are necessary to complete the structure in compliance with the design shown on the plans. Prepare all shop drawings using the same units of measure as those used in the Department's plans. Use a maximum paper size of 11 by 17 inches. Consecutively number each sheet in the submittal series, and indicate the total number in the series (i.e., 1 of 12, 2 of 12, . . . , 12 of 12).

Include on each sheet the following items as a minimum: Project Number, Bridge Number(s), drawing title and number, a title block showing the name of the fabricator or producer and the Contractor for which the work is being done, the name(s) of the person(s) responsible for the drawing, the date on which the drawing was prepared, the location of the item(s) within the project, the Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer. Submittals will be requested when any of the required information is not included.

**5-1.4.4.2 Other Documents - DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:**

Provide four sets of additional documents by legible photographic or xerographic copies of documents other than drawings, such as trade literature, catalogue information, calculations, and manuals. Provide sheets no larger than 11 by 17 inches. Clearly label and number each sheet in the submittal series and indicate the total number of sheets in the series (i.e., 1 of 12, 2 of 12, . . . , 12 of 12). Provide an additional set of documents for items involved with precast prestressed components. Provide an additional set of documents for items involving structural steel components.

Prepare all documents using the same units of measure as those used in the Department's plans. Bind and submit all documents with a Table of Contents cover sheet. Indicate the total number of pages and appendices, and include the complete Project Number in the title of each submittal item(s), the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer, as applicable.

Submit appropriately prepared and checked design manuals that clearly outline the design criteria. Include on the internal cover sheet the Project Number and the initials of the person(s) responsible for preparing and checking the document.

Clearly label trade literature and catalogue information on the front cover with the title, Project Number, date and name of the firm and person(s) responsible for that document.

**5-1.4.5 Submittal Packages and Copies.**

**5-1.4.5.1. DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:**

All submittals shall be made to the Engineer.

**5-1.4.5.2 Building Structures - DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:**

Submit working, shop and erection drawings, and all correspondence related to building structures, Rest Area Pavilions, Office Buildings, and Maintenance Warehouses, to the Architect for review and approval. Send a copy of the transmittal to the Engineer.

**5-1.4.5.3 Contractor-Originated Plans - DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:**

Submit shop drawings and applicable calculations to the Engineer for review. Ensure that each sheet of the shop drawings and the cover sheet of the calculations are signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record. Transmit the submittal and copies of the transmittal letters in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

**5-1.4.5.4 Temporary Works - DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:**

For Construction Affecting Public Safety, submit to the Engineer shop drawings and the applicable calculations for the design of special erection equipment, falsework, scaffolding, etc. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer. Transmit the submittal in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

**5-1.4.5.5 (the Miscellaneous Design and Structural Details Furnished by the Contractor in Compliance with the Contract - DELETE AND INSERT THE FOLLOWING:**

Submit to the Engineer shop drawings and the applicable calculations. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer. Transmit the submittal in accordance with the requirements of 5-1.4.5.1 through 5-1.4.5.3, as appropriate.

**5-5 Authority of the Engineer - DELETE AND INSERT THE FOLLOWING:**

Perform all work to the satisfaction of the Engineer. The Engineer will decide all questions, difficulties, and disputes, of whatever nature, that may arise, relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

**5-6 Authority and Duties of Engineer's Assistants - DELETE AND INSERT THE FOLLOWING:**

The Engineer may appoint such assistants and representatives as he desires. These assistants and representatives are authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used. Such assistants and representatives are not authorized to revoke, alter, or waive any requirement of

these Specifications. Rather, they are authorized to call to the attention of the Contractor any failure of the work or materials to meet the Contract Documents, and have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. The Engineer will immediately notify the Contractor in writing of any such suspension of the work, stating in detail the reasons for the suspension. The presence of the inspector or other assistant in no way lessens the responsibility of the Contractor.

#### 5-7 Engineering and Layout.

##### 5-7.1 Control Points Furnished by the Department - ~~DELETE AND INSERT THE FOLLOWING:~~

The Engineer will provide centerline control points and bench marks to establish proper layout of the work. Normally, the Engineer will furnish centerline control points and bench marks at all crossings. Preserve all reference points and bench marks that the Department furnishes.

Should reference points or bench marks fall within construction limits, the Contractor shall notify the Engineer for survey coordination, and establish new reference points or benchmarks in locations that will not be affected by the construction and preserved upon completion of construction.

The Contractor's surveyor shall verify the accuracy of the design survey data prior to proceeding with work.

##### 5-7.3 Layout of Work - ~~DELETE AND INSERT THE FOLLOWING:~~

Utilizing the control points furnished by the Department in accordance with 5-7.1, the Contractor's surveyor shall verify the accuracy of the design survey data prior to proceeding with work, and establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items.

When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.

##### 5-7.5 Personnel, Equipment, and Record Requirements - ~~DELETE AND INSERT THE FOLLOWING:~~

Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons in the employ of the Department for performance of layout work.

Keep adequate field notes and records while performing as layout work. Make these field notes and records available for the Engineer's review as the work progresses.

##### 5-7.6 Payment - ~~DELETE AND INSERT THE FOLLOWING:~~

The cost of performing layout work as described above shall be incidental to the contract unit price for "Mobilization", L.S.

**5-10-Inspections.**

**5-10.2 Inspection for Acceptance - DELETE AND INSERT THE FOLLOWING:**

Upon notification that all Contract Work, or all Contract Work on the portion of the Contract scheduled for acceptance, has been completed, the Engineer will make an inspection for acceptance. The inspection will be made within seven days of the notification. If the Engineer finds that all work has been satisfactorily completed, the Department will consider such inspection as the final inspection. If any or all of the Work is found to be unsatisfactory, the Engineer will detail the remedial work required to achieve acceptance. The Contract Time shall be suspended to allow the Contractor time to complete the remedial work in accordance with the following schedule:

<u>Contract Amount</u>	<u>Contract Time Suspension</u>
≤\$5,000,000	30 Days
>\$5,000,000≤\$10,000,000	45 Days
>\$10,000,000	60 Days

If all Work is not completed by the Contractor and accepted by the Engineer during the Contract Time Suspension, the Contract Time shall resume and, after any remaining contract time is expended, Liquidated Damages shall be assessed until all Work is accepted by the Engineer.

Upon satisfactory completion of the Work, the Department will provide written notice of acceptance, either partial or final, to the Contractor.

Until final acceptance in accordance with 5-11, replace or repair any damage to the accepted Work at no additional cost to the Department and as provided in 7-14.

**5-12 Claims by Contractor.**

**5-12.1 General – ADD THE FOLLOWING AT THE END OF THIS ARTICLE:**

**5-12.1.1 Additional or Unforeseen Work and/or Claims for Extra Compensation:**

Payment for Additional or Unforeseen Work and/or Claims for Extra Compensation Additional or unforeseen work of the type already provided by the contract for which there is a contract price will be paid for at such contract price in accordance with 4-3.2.1.

Additional or unforeseen work having no quantity or price provided in the contract will be paid at a negotiated price in accordance with 4-3 and 4-4. Where the cost is negotiated, the Contractor shall submit an estimate to the Department in terms of labor, materials, equipment, overhead (an amount equal to a maximum of ten [10] percent) and other expenses incurred solely as a result of the additional or unforeseen work.

When the price for additional or unforeseen work or claims for compensation cannot be mutually agreed upon, such costs shall be recorded on a force account basis. The Contractor shall furnish to the Engineer itemized daily reports of the costs of all force account work which must be mutually agreed upon. The reports shall be summarized and furnished each week and shall include certified copies of the weekly payroll and original receipted bills for the materials used and the freight charges paid on same. The bills shall show credits for any discounts offered by suppliers and only the net amount of the bill shall be charged to the force account work. Where materials used are not specifically purchased for use on additional or unforeseen work but are taken from the Contractor's stock, the Contractor shall submit a certification of the quantity, price and freight on such materials in lieu of original bills and invoices.

From the daily and weekly reports received from the Contractor, the Engineer will prepare on regulation forms, itemized statements containing the following detailed information:

1. Name, class, dates, number of hours worked each day, total hours computed to nearest half hour, rate and extension for each worker and foreman engaged in said work.
2. Designation, number of hours computed to nearest half hour worked each day, total hours, rental rate, and extension for each unit of equipment engaged.
3. Quantities of materials, prices, and extensions.
4. Freight on materials.

#### 5-12.1.2 Payment:

1. For all labor and foremen engaged in the specific work, the Contractor will be paid the actual rate of wages and the number of hours paid said labor and foremen in accordance with approved labor agreements, computed to nearest half hour, plus 20 percent [20%] of this sum. General Foremen will be classified as Superintendents and their compensation will not be included in the payment provided herein.
2. For materials, the Contractor will receive the actual cost delivered on the work including freight charges, as shown by original receipted bills, plus 15 percent [15%] of the sum thereof. For small hand and power tools including chain saws, circular saws and wrenches, no payment will be allowed.

3. The portion of the cost for equipment shall be based on the Rental Rate Blue Book for Construction Equipment, published by Dataquest (version current at time of work) in accordance with the following:
  - (a) Costs shall be provided on an hourly basis. Hourly rates, for equipment being operated or on standby, shall be established by dividing the Blue Book monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily", and "Hourly" shall not be used.
  - (b) On all projects, the costs shall be adjusted by regional adjustments and by Rate Adjustment Tables according to the instruction in the Blue Book.
  - (c) Reimbursement for the equipment being operated shall be at a rate of 75 percent [75%] of the Blue Book ownership cost plus 100 percent [100%] of the Blue Book operating costs.
  - (d) Reimbursement for equipment required to be idled and on standby, shall be at 50 percent [50%] of the Blue Book ownership cost, only. No more than eight hours of standby will be paid on a single day.
  - (e) No additional overhead will be allowed on equipment costs. No operating cost will be allowed for idle equipment. No payment will be made for any type of repairs to equipment.

Transportation costs for the moving of such equipment to and from the specific force account operation will be paid. The cost shall be supported by invoice showing actual cost to Contractor. Transportation costs will be paid from the nearest reasonable source of available equipment. If the equipment is not returned to the contractor's nearest equipment storage lot, but is moved to other work, then only the lesser cost of transportation will be paid. The movement to and from the specified force account operation will be as directed by the Engineer.

1. The necessary and required equipment will be inspected and start its rental time on the project in good condition. All equipment must be in good operating condition to qualify for rental payment. For a piece of machinery or equipment which must be brought to the site of the force account work from a source other than another location on the project, rental time shall begin when the unit arrives and it is first used on the force account work. For a piece of machinery or equipment which is already on the project, rental time shall begin when it is first used on the force account work. The rental rate for the Foreman's Transportation unit will be based on the Blue Book for Construction Equipment, published by Dataquest (version current at time of work).

Upon completion of the need for a piece of machinery or equipment, rental time shall cease unless the Engineer has directed, on the basis of a previously agreed schedule, that it be kept at the site of the force account work for economical performance of future force account work.



2. When force account work or any extra work is accomplished by an approved subcontractor, the Contractor shall receive, as compensation for administration costs, an amount equal to a maximum of ten percent of the total amount paid for subcontracted work.

The compensation as herein provided shall be accepted by the Contractor as payment in full for extra work and claims done on a force account basis. The Contractor's representative and the Inspector shall daily compare records of extra work done on a force account basis at the end of each day. Copies of these records shall be made in duplicate, upon a form provided for this purpose, by the Inspector, and signed by both the Inspector and the Contractor's representative; one copy being forwarded to the Engineer or his authorized representative, and one copy to the Contractor.

All claims for extra work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all materials used in such work. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent actual cost to the Contractor.

**5-12.2 Notice of Claim:**

**5-12.2.1 Claims For Extra Work: DELETE IN ITS ENTIRETY**

**5-12.2.2 Claims For Delay: DELETE IN ITS ENTIRETY**

**5-12.3 Content of Written Claim: DELETE ITEM (E) IN ITS ENTIRETY**

**5-12.4 Action on Claim - DELETE AND INSERT THE FOLLOWING:**

The Engineer will respond within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim within 90 days after receipt of a complete claim in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

**5-12.5 Pre-Settlement and Pre-Judgment Interest - DELETE IN ITS ENTIRETY**

**5-12.6 Compensation for Extra Work or Delay: DELETE IN ITS ENTIRETY**

**5-12.12 Settlement Discussions - DELETE AND INSERT THE FOLLOWING:**

The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim.

**5-12.13 Personal Liability of Public Officials - DELETE AND INSERT THE FOLLOWING:**

In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

## SECTION 6 CONTROL OF MATERIALS

### 6-1 Acceptance Criteria.

#### 6 -1.1 General - ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

All materials / products / certifications incorporated into the work shall be from F.D.O.T. certified and approved sources unless otherwise set forth herein.

#### 6-1.2 Sampling and Testing - DELETE AND INSERT THE FOLLOWING:

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Department.

Ensure when a material is delivered to the location as described in the Contract, there is enough material delivered to take samples, at no expense to the Department.

#### ADD THE FOLLOWING SUB ARTICLE:

##### 6-1.2.5

All materials that are subjected to tests by samples or otherwise, shall be compensated for as follows:

- a) All tests made that indicate failures to meet the design criteria shall be paid for by the Contractor.
- b) All tests made that indicate passing of the design criteria and approved as such by the Engineer, shall be paid for by the Owner or Palm Beach County.

#### 6-6 Warranty - INSERT NEW SUB-ARTICLE 6-6 "WARRANTY" AT THE END OF SECTION 6:

The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work will be of good quality, free from faults and defects and in conformance with Contract Documents. All work not so conforming to these requirements may be considered defective. If required by the Engineer, the Contractor shall furnish

satisfactory evidence as to the kind and quality of materials and equipment. All work shall be warranted and guaranteed unconditionally for a period of one (1) year after the letter of final acceptance.

**SECTION 7  
LEGAL REQUIREMENTS  
AND RESPONSIBILITY TO THE PUBLIC**

**7-1.9 Florida Minority Business Loan Mobilization Program - DELETE IN ITS ENTIRETY.**

**7-2 Permits and Licenses.**

**7-2.1 General - DELETE AND INSERT THE FOLLOWING:**

Except for permits procured by the Department, if any, procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

It shall be the Contractor's responsibility to become familiar with all local governmental codes, ordinances, and laws governing, associated with, or pertaining to the prosecution and completion of the work and to obtain and procure all applicable permits and licenses associated or incidental thereto. Additionally, the contractor shall be responsible for giving all notices necessary or incidental to the prosecution and completion of the work. Any costs involved in procuring permits and licenses, complying with local codes, ordinances or laws, or giving notices shall be incidental to the project and paid by the contractor.

Any permits required by municipality or public agency, including but not limited to tree removal and dewatering, shall become the responsibility of the Contractor. The permitting time shall be included in the bid proposal and work progress schedule. The Contractor shall also be responsible for completing appropriate certifications by a Professional Engineer, certified in the State of Florida, as outlined on PER-1.

The Department will also acquire any modifications or revisions to an original permit when the Contractor requires such modifications or revisions to complete the construction operations specified in the plans or Special Provisions and within the right-of-way limits.

Acquire all permits for work performed outside the right-of-way or easements for the project.

In carrying out the work in the Contract, when under the jurisdiction of any environmental regulatory agency, comply with all regulations issued by such agencies and with all general, special, and particular conditions relating to construction activities of all permits issued to the Department as though such conditions were issued to the Contractor. Post all permit placards in a protected location at the worksite.

In case of a discrepancy between any permit condition and other Contract Documents, the more stringent condition shall prevail.

**7-11.3 Contractors' Use of Streets and Roads.**

**7-11.3.2 On the State Highway System - DELETE IN ITS ENTIRETY.**

**7-11.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail: DELETE THE LAST PARAGRAPH AND INSERT THE FOLLOWING:**

Payment for repairs will be incidental to the cost of Maintenance of Traffic (MOT), L.S.

**7-11.6 Utilites.**

**7-11.6.1 General - ADD THE FOLLOWING AT THE BEGINNING OF THIS SUB-ARTICLE:**

Unless otherwise specified, all references to utility work, coordination, adjustments, permits, utility pay items, etc. shall be considered separate and distinct from Roadway and Bridge items and shall pertain to all utilities including Palm Beach County Water Utilities Department (PBCWUD) and Palm Beach County Traffic Division. The Contractor shall be responsible to be familiar with and assure that all utility related work be performed in accordance with each respective utility department's minimum engineering and construction standards.

Sufficient time has been allotted in the contract "time of completion" for the Contractor to coordinate the installation and relocation of all utilities. It is the responsibility of the Contractor to assure that this coordination is implemented and included in the work schedule.

Utility adjustments shall be the responsibility of the respective utility company, unless otherwise indicated on the plans or in the specifications.

The Contractor shall be responsible to ascertain the exact location of all utilities prior to construction regardless of information which may be indicated on the drawings. Utilities shall be located and marked in the field. The Contractor shall take reasonable steps to protect the utilities from damage.

In addition, the Contractor shall be responsible to verify if "other" utilities (not shown in the plans) exist within the area of construction. Should there be utility conflicts, the Contractor shall inform the Engineer and notify the respective utility owners to resolve utility conflicts and utility adjustments, as required.

The Contractor shall plan his work and conduct his construction operations in cooperation with the various Utility Companies. The Contractor shall use extreme caution where construction is performed in proximity to utilities, and the Engineer and the respective utility owner shall be notified when any work may conflict with the utilities.

The Contractor shall make all necessary arrangements with the Utility Companies concerned for the maintenance of their lines during the construction period. In the event that complete relocation of utilities has not been accomplished prior to the effective date of the "Notice to Proceed", the Contractor nevertheless shall commence to work under this contract and schedule his work to avoid interference with the utility relocation work. The County will not be liable for any delay or added expense to the Contractor due to the activities of the Utility Companies, nor shall the County be held responsible for any damage to any utilities due to any action by the Contractor.

#### 7-12 Responsibility For Damages, Claims, Etc.

##### 7-12.1 Contractor to Provide Indemnification: DELETE AND INSERT THE FOLLOWING:

The Contractor shall indemnify, defend, save, and hold harmless Palm Beach County and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. In the performance of the construction Contract, neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

It is binding to the Contractor that the above language be included in any and all agreements with subcontracts executed in connection with this contract.

Unless otherwise noted herein, it is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

*\*\*Note to Spec preparer: The following 2 paragraphs are to be included in any construction contract where utility work will be performed by the Contractor as a result of an agreement with a utility:*

The COUNTY and CONTRACTOR acknowledge and agree that the (\*Utility Company) is a third party beneficiary with the right to seek damages from the Contractor for the Contractor's failure to perform or to enforce the Contractor's performance obligations and obligations regarding the Work. (\*Utility Company) does not have the right to seek damages from the COUNTY for its failure to perform or to enforce the Contractor's performance obligations. Nothing herein shall create or vest in (\*Utility Company) the right to seek damages from the COUNTY for its failure to perform or to enforce the Contractor's performance obligations, in any type or nature against the COUNTY.

Contractor's indemnity obligations shall include all liability to third parties, unless such liability arises solely out of the intentionally wrongful acts of the COUNTY. Contractor's obligations hereunder shall also include all claims against COUNTY by any third party beneficiary of this contract and liability for all damages and costs related thereto.

### **7-13 Insurance.**

#### **7-13.1 General - DELETE AND INSERT THE FOLLOWING:**

Unless otherwise specified in this Contract, or approved by County's Risk Management Department, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of this contract or the performance of work hereunder, insurance coverage with limits, including endorsements, not less than those set forth in the Insurance Coverage & Limit Table below and with insurers and under forms of policies acceptable to the County. Contractor shall deliver to the Department Certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt of Notification of Intent to Award, but in any event, prior to execution of the Contract by the County and prior to commencement of work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

##### **7-13.1.1 Commercial General Liability:**

Contractor shall agree to maintain a standard Insurance Service Office (ISO) version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Personal Injury, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U (X = Explosion; C = Collapse; U = Underground) Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

##### **7-13.1.2 Business Automobile Liability:**

Contractor shall agree to maintain a standard Insurance Service Office (ISO) version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired

automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

**7-13.1.3 Worker's Compensation & Employer's Liability:**

Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Contractor in or doing work in the Construction Industry, or proof of worker's compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement.

If any work is sublet Contractor shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Contractor's Worker's Compensation insurance policy. Contractor agrees this coverage shall be provided on a primary basis. Contractor shall defend, indemnify and save the County and the Engineer harmless from any damages resulting to them for failure of Contractor to take out or maintain such insurance.

**7-13.1.4 Additional Required Insurance When Work Involves:**

The Contractor shall agree to maintain the following additional required insurance coverages with respect to any work involving property, operations, or type of equipment for which each insurance coverage described below has been designed specifically to provide coverage for.

**7-13.1.4.1 Railroad Protective Liability:**

With respect to any of the work involving construction of a railroad grade crossing, overpass or underpass structure, or a railroad crossing signal installation, or any other work or operations by the Contractor within the limits of the railroad right of way including any encroachments thereon from work or operations within the vicinity of the railroad right of way the Contractor shall furnish to the County for transmittal to the railroad company, an original insurance policy which, with respect to the operations he or any of his subcontractors perform, will provide for and in behalf of the railroad company, Railroad Protective Liability. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein and conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Transmittal 350, dated October 1, 1982, and any supplements or revisions. Contractor agrees this coverage shall be provided on a primary basis.

**7-13.1.4.2 Watercraft Liability:**

With respect to any of the work hereunder involving watercraft owned, hired, or borrowed, the Contractor shall agree to maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either way of endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

#### 7-13.1.4.3 Aircraft Liability:

With respect to any of the work involving (fixed wing or helicopter) aircraft owned, hired, or borrowed, the Contractor shall agree to maintain Aircraft Liability. Passenger Liability shall be included when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

#### 7-13.2 Utility Owners Protective Liability:

When the work under the Contract involves the installation of attachments to joint-use utility poles, the Contractor shall furnish evidence to the County that, with respect to the operations he performs, his Commercial General Liability is endorsed with a Broad Form Contractual Endorsement covering the below indemnification or the County and Utility Company are to be an Additional Named Insured on the policy.

The Contractor hereby agrees to indemnify, defend, save and hold harmless the County and any owner of equipment attached to or supported by a jointly used pole from all claims, liabilities and suits whether or not due to or caused by negligence of the County or joint pole equipment owners for bodily injury or death to person(s) or damage to property resulting in connection with the performance of the described work by Contractor, its subcontractors, agents or employees.

#### 7-13.3 Satisfying Limits Under an Umbrella Policy:

If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The County and any other applicable entities shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete Follow-Form basis without exceptions and stated as such on the Certificate of Insurance.

#### 7-13.4 Additional Insured:

The Contractor agrees to endorse the County and any other required entity as an Additional Insured on each insurance policy required to be maintained by the Contractor, except for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, and utility owners protective, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor shall agree the Additional Insured endorsements provide coverage on



a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

### **7-13.5 Additional Requirements.**

#### **7-13.5.1 Waiver of Subrogation:**

The Contractor shall agree, by entering into this Contract, to a Waiver of Subrogation for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit an Insured to enter into an pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

#### **7-13.5.2 Right to Review & Adjust:**

The Contractor shall agree, notwithstanding the foregoing, the County, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the County reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, County shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

#### **7-13.5.3 No Representation of Coverage Adequacy:**

The coverage's and limits identified in the table have been determined to protect primarily interests of the County only, and the Contractor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction project or otherwise.

#### **7-13.5.4 Certificate of Insurance:**

Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage, cancellation notice, and terms and conditions set forth herein.

In the event the County is notified that a required insurance coverage will cancel or non-renewed during the period of this Contract, the Contractor shall agree to furnish prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Contractor shall agree not continue to work pursuant to this Contract unless all required insurance remains in effect.

The County shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the County.

The County Reserves The Right To Withhold Payment, But Not The Obligation, To Contractor Until Coverage Is Reinstated. If The Contractor Fails To Maintain The Insurance As Set Forth Herein, The County Shall Have The Right, But Not The Obligation, To Purchase Said Insurance At Contractor's Expense.

**7-13.5.4.1 Additional Requirements for Certificates of Insurance:**

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.
2. Shall clearly indicate project name and project number to which it applies.
3. Shall clearly indicate a notification requirement in the event of cancellation or non-renewal of coverage.
4. Evidence of renewal coverage or reinstatement of cancelled coverage must be provided in advance of any policy that may expire during the term of this Contract. Failure to provide such certificate shall result in automatic stoppage of the work until such time as the renewal certificate is supplied.
5. Contractor shall deliver original Certificate(s) of Insurance to the following Certificate Holder address:

Palm Beach County  
Engineering & Public Works Department  
2300 North Jog Rd., Suite 3W33  
West Palm Beach, FL 33411-2745

6. The Certificates of Insurance must be completed in the original and signed and returned to the County along with Contracts and Sureties.

**7-13.5.5 Deductibles, Coinsurance Penalties, & Self-Insured Retention:**

The CONTRACTOR shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

**7-13.5.6 Subcontractor's Insurance:**

The CONTRACTOR shall agree to cause each subcontractor employed by CONTRACTOR to purchase and maintain insurance of the type specified herein, unless the CONTRACTOR'S insurance provides coverage on behalf of the subcontractor. When requested by the COUNTY, the CONTRACTOR shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**7-13.5.7 Insurance Coverage & Table:**

The CONTRACTOR shall agree to maintain the coverage, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Table below:

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	CONTRACTS LESS THAN \$500,000	CONTRACTS \$500,000 OR MORE
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required: General Aggregate Limit must apply Per Project	\$500,000 per occurrence  Yes	\$1,000,000 per occurrence  Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence
<u>WORKERS COMPENSATION &amp; EMPLOYERS LIABILITY:</u> Coverage not less than: Employers Liability Limits not less than:	Statutory \$100,000-500,000/100,000	
<u>WATERCRAFT LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$1,000,000 per occurrence Yes	

<p><b><u>AIRCRAFT LIABILITY:</u></b> Limit of Liability not less than:</p> <p>When used to carry passengers (excluding aircrafts crew) coverage for Passenger Liability not less than:</p> <p>Additional Insured endorsement required:</p>	<p>\$5,000,000 per occurrence</p> <p>\$1,000,000 per passenger</p> <p>Yes</p>
<p><b><u>RAILROAD PROTECTIVE LIABILITY:</u></b> Limit of Liability not less than:</p> <p>Additional Insured endorsement required: General Aggregate Limit must apply Per Project</p>	<p>\$2,000,000 per occurrence \$6,000,000 aggregate</p> <p>Yes</p>
<p><b><u>UTILITY OWNERS PROTECTIVE LIABILITY:</u></b> Limit of Liability not less than:</p> <p>Additional Insured endorsement required:</p>	<p>\$1,000,000 per occurrence</p> <p>Yes</p>

**7-14 Contractor's Responsibility for Work - ADD THE FOLLOWING AT THE END OF THIS ARTICLE:**

In addition to the above, the Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane which occurs after the final acceptance of the entire work (as specified in 580), but during any remaining portion of the 90-day establishment period.

**7-16 Wage Rates for Federal-Aid Projects. - DELETE AND INSERT THE FOLLOWING:**

For all projects that include Federal-aid participation, the Contract documents contain requirements with regard to payment of predetermined minimum wages. Predetermined Wage Rate Decisions (U.S. Department of Labor provided Wage Rate Tables) exist for Heavy, Highway, and Building Construction Projects.

**7-23 Contractor's Motor Vehicle Registration - DELETE AND INSERT THE FOLLOWING:**

Upon request by the Department, the Contractor shall provide the Department with proof that all motor vehicles operated, or caused to be operated by such Contractor, are registered in compliance with Chapter 320 of the Florida Statutes. Submit such proof of registration in the form of a notarized affidavit to the Department.

The Department will not make payment to the Contractor until the required proof of registration is on file with the Department.

If the Contractor fails to register any motor vehicle that he operates in Florida, pursuant to Chapter 320 of the Florida Statutes, the Department may disqualify the Contractor from bidding, or the Department may suspend and revoke the Contractor's certificates of qualification.

## SECTION 8 PROSECUTION AND PROGRESS

### 8-1 Subletting or Assigning of Contracts - DELETE AND INSERT THE FOLLOWING:

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work to the Department, for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with his own organization work amounting to not less than 50% of the total Contract amount.

The written request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the written request that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. Upon request, furnish the Department with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

### 8-3 Prosecution of Work.

#### 8-3.2 Submission of Working Schedule - DELETE AND INSERT THE FOLLOWING:

Provide a schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that

the Engineer can readily identify the work and measure the progress on each activity. Show each activity with a beginning work date, a duration, and a monetary value. Include activities for procurement fabrication, and deliver of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

The Engineer will return inadequate schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Engineer's return transmittal.

Submit an updated Work Progress Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised schedule in the time specified, the Engineer will withhold all Contract payments until the Engineer accepts the schedule.

### **8-3.3 Beginning Work. - DELETE AND INSERT THE FOLLOWING:**

For contracts bearing a specified number of calendar days to complete, as stated in the bid form, effective date for starting the work shall be established during the Pre-Construction Conference and shall be so stated in writing by the "Notice to Proceed" issued by the County Engineer. The effective date of beginning of work stipulated in the "Notice to Proceed" shall be set at a date not later than one hundred twenty (120) calendar days after the date of execution of the Contract Documents by the Board of County Commissioners, unless otherwise mutually agreed by the Contractor and the County Engineer.

### **8-3.5 Preconstruction Conference - DELETE AND INSERT THE FOLLOWING:**

After the award of contract and prior to issuance of the "Notice to Proceed" a Pre-Construction Conference will be held between the Contractor, representative of the County Engineer's Office, representative of other municipalities concerned, utility companies, other contractors affected by the work and any other persons designated by the County Engineer's Office to have a material interest in the work. The time and place of this conference will be set by the County Engineer's Office. The Contractor shall bring with him to this conference a copy of his proposed work schedule for the job.

### **8-6 Temporary Suspension of Contractor's Operations.**

**8-6.1 Authority to Suspend Contractor's Operations - ADD THE FOLLOWING TO THE END OF THIS ARTICLE:**

In particular, the Engineer reserves the right to suspend work on the project from December 15th to January 1st. The Engineer will give a minimum of thirty (30) calendar days notice of suspension. Prior to carrying out any work on the project during the period of directed suspension, the Contractor shall obtain written approval from the Engineer.

**8-6.1.1 State of Emergency - DELETE AND INSERT THE FOLLOWING:**

The Engineer has the authority to suspend the Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The Department, at its sole discretion, may grant an extension of Contract Time and reimburse the Contractor for specific costs associated with such suspension.

**8-6.4 Suspension of Contractor's Operations-Holidays - DELETE AND INSERT THE FOLLOWING:**

Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the Engineer, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. Contract time will be adjusted in accordance with 8-7.3.2. The Contractor is not entitled to any additional compensation beyond any allowed contract time adjustment for suspension of operations during such holiday periods.

The Contractor will be allowed additional vacation days for each working day included in the Engineer directed suspension of work between December 15th and December 23rd. During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104. The Contractor is not entitled to any additional compensation for removal of equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

**8-7 Computation of Contract Time.**

**8-7.1 General - ADD THE FOLLOWING TO THE END OF THIS ARTICLE:**

No payment or adjustment will be allowed the Contractor as reimbursement for any delays whatsoever; regardless of by what or by whom caused, even though by other Contractors on the same work, or by times, seasons or weather; other than amounts provided in the contract for payment which shall be understood to include and cover all risks due to delays.

**8-7.2 Date of Beginning of Contract Time - DELETE AND INSERT THE FOLLOWING:**

The date on which Contract Time begins is the Notice to Proceed (N.T.P.) date.

**8-8 Failure of Contractor to Maintain Satisfactory Progress.**

**8-8.1 General: Pursue the work to completion - ADD THE FOLLOWING TO THE END OF THIS ARTICLE:**

Satisfactory progress is an essential element of the contract and, as delay in the prosecution of the work will inconvenience the public, obstruct traffic, and interfere with business, it is important that the work be pressed vigorously to completion. Moreover, the cost to the Department for the administration of the contract, including engineering, inspection, and supervision, will be increased as the construction period is lengthened.

**8-8.2 Regulations Governing Suspension for Delinquency - DELETE AND INSERT THE FOLLOWING:**

- (a) A Contractor may be declared delinquent because of unsatisfactory progress on a contract with the County, when the contract time allowed has not been entirely consumed, but the Contractor's progress at any check period does not meet at least one of the following two tests:
- (1) The percentage of dollar value of completed work with respect to the total amount of the Contract is within ten percentage points of the percentage of contract time elapsed.
  - (2) The percentage of dollar value of completed work is within ten percentage points of the dollar value which should have been performed according to the Contractor's own progress schedule previously approved by the Engineer.

In lieu of the "ten percentage points" stipulated in the two preceding paragraphs, "twenty" (20) percentage points may be allowed for a Contractor who, in the opinion of the County Engineer, has adequate organization, equipment, and financial resources to undertake other contract or subcontract work without conflict or delay in prosecuting work under existing contracts let by the County.

- (b) A Contractor will be declared delinquent because of unsatisfactory progress on the contract with the County, under either of the following circumstances:
- (1) The contract time allowed has been consumed and the work has not been completed.
  - (2) The contract time allowed has not been entirely consumed the Contractor's progress at any check period does not meet either of the two tests described under the paragraphs headed (a) above (c).

A Contractor declared delinquent under the provisions of 8-8 will be disqualified from further bidding and also will not be approved as a subcontractor so long as the delinquent status exists. Also, any individual, firm, partnership or corporation, affiliated with a delinquent Contractor for either personnel, equipment or finances, shall likewise be disqualified.

- (c) The Contractor may appeal to the County Engineer for relief from his disqualification status. The County Engineer will act upon any appeal within thirty (30) calendar days after the filing thereof, and will promptly notify the appellant of the action taken.
- (d) A Contractor disqualified under the requirements of this Article will be removed from such status upon receipt of evidence from the Construction Coordination Division that his progress is no longer delinquent, provided the contract time has not elapsed.



- (e) The principal progress check period will occur monthly, upon receipt in Construction Coordination Division of the Contractor's monthly estimates. Postings will generally be completed by the first week of each month, and preliminary notices of delinquency will be sent to the Contractor by telegram immediately thereafter, and confirmed by certified mail.
- (f) No Contractor given such a preliminary notice of delinquency will be finally declared delinquent until a period of ten calendar days after the preliminary notice has elapsed. During this ten-day period the affected Contractor may request any extensions of time, or other considerations which would affect his delinquency, which he feels he is entitled to.
- (g) Final notification of delinquency will be made by telegram and certified mail after the expiration of this ten-day period, provided no extensions of time or other considerations are deemed proper by the County Engineer, and provided the delinquency status has not been corrected.
- (h) The County Engineer may grant extensions of time during the prosecution of the work, as allowed under the Standard Specifications and General Provisions for the work, regardless of the Contractor's delinquency status.

#### **8-9 Default and Termination of Contract**

##### **8-9.2 Termination of Contract for Convenience: - DELETE AND INSERT THE FOLLOWING:**

Owner may, at its option, terminate the Contract, in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor, Owner shall pay Contractor in accordance with Subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

- A. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:
  - 1. Immediately discontinue work on the date and to the extent specified in the notice;
  - 2. Place no further orders or subcontracts for materials, services, or facilities, other than may be necessary or required for completion of such portion of work under the Contract that is not terminated;
  - 3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
  - 4. The Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner;
  - 5. The Contractor shall include in all Subcontracts, equipment leases and purchase order, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their Subcontract to the Owner;

6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
7. Complete performance of any work which is not terminated.

- B. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
1. All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
  2. The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in Subparagraph A.3. above.
  3. The verifiable costs incurred pursuant to Subparagraph A.5. above.
  4. Any other reasonable costs which can be verified to be incidental to such termination of work.

The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all work satisfactorily performed by Contractor.

Contractor shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the contract price including all incurred costs described herein.

Owner shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

**8-10 Liquidated Damages for Failure to Complete the Work.**

**8-10.2 Amount of Liquidated Damages:** Applicable liquidated damages are the amounts established in the following schedule:

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under.....	\$2,142
Over \$50,000 but less than \$250,000.....	\$3,178
\$250,000 but less than \$500,000.....	\$5,167
\$500,000 but less than \$1,000,000.....	\$7,155
\$1,000,000 but less than \$2,000,000.....	\$9,142,374
\$2,000,000 but less than \$3,000,000.....	\$2,5143,226
\$3,000,000 but less than \$4,000,000.....	\$3,3004,624
\$4,000,000 but less than \$20,000,000.....	\$3,7824,276

NOT APPLICABLE

\$20,000,000 and over.....\$7,864 plus  
..... 0.00005 of any amount over \$20 million

**8-10.2.1 Amounts Reasonable/No Penalty - ADD THE FOLLOWING SUB-ARTICLE:**

The Contractor hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by County as a result of Contractor's delay, and that said amounts are not a penalty nor will ever be contested as reflecting the imposition of a penalty against Contractor.

**SECTION 9  
MEASUREMENT AND PAYMENT**

**9-2 Scope of Payments.**

**9-2.1.1 Fuels: - DELETE AND INSERT THE FOLLOWING:**

The Department will make no price adjustment for fuel.

**9-2.1.2 Bituminous Material - DELETE AND INSERT THE FOLLOWING:**

Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received.

Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% from the API prevailing in the month when bids were received (BAPI), and then only to the extent of 5%.

The Department will determine the API for each month as an averaging of all APIs in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the Department's website before the 15<sup>th</sup> of each month at the following URL: [www.dot.state.fl.us/construction/fuel&bit/Fuel&Bit.shtml](http://www.dot.state.fl.us/construction/fuel&bit/Fuel&Bit.shtml)  
Refer to the "Asphalt Calculation" table provided in the Special Provisions of these documents.

**9-3 Compensation for Altered Quantities.**

**9-3.1 General: ADD THE FOLLOWING TO THE END OF THIS ARTICLE:**

The Contractor is advised that all items may be increased, decreased or deleted from the contract, as directed by the Engineer. Whenever change or combination of changes in the plans results in total elimination or substitution of any item included in the original contract quantities, no allowance will be made for any loss of anticipated profits because of these changes, decreases or deletions of items.

The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. The unit prices for the items of work shall include the cost of all labor, materials, equipment, transportation, fuel and all other items incidental to or necessary for the completion of the item of work.

Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Basis of Payment, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

**9-5 Partial Payments.**

**9-5.1 General: DELETE AND INSERT THE FOLLOWING:**

The Contractor will receive partial payments on monthly estimates, based on the amount of work done or completed (including delivery of certain materials, as specified herein below). The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the work done to the date of the estimate, based on the quantities and the unit prices for all work performed, less an amount retained and less payments previously made. The amount retained shall be 5% of the value of work completed. This retainage may be reduced to 2 1/2% of contract amount at the discretion of the County Engineer when said project exceeds 90% of the contract amount.

The amount retained on water and sewer construction and adjustments included in the contract shall be 10% of the monthly estimates until the work is approved by the permitting agency. The retainage after approval/acceptance by the agency shall be in accordance with 9-5.1.

As an exception to the percentages for the amount to be retained on partial or monthly estimates as specified above, for contracts in which landscaping items constitute 50 per cent or more of the original contract amount, 10 per cent of the value of work completed shall be retained until the end of the 90-day establishment period for landscaping items or until final acceptance of the entire contract work; whichever of such is the later date.

Contract amount is defined as the original contract amount as adjusted by approved Supplemental Agreements.

**9-5.5 Partial Payments for Delivery of Certain Materials.**

**9-5.5.1 General: ADD THE FOLLOWING TO THE END OF THIS ARTICLE:**

(7) Common Carrier Freight Rates. No adjustments shall be made for change in common carrier rates.

**9-5.5.2 Partial Payment Amounts: DELETE AND INSERT THE FOLLOWING:**

The Contractor will receive progress payments on a monthly basis. The amount will be based on the work done or completed (including delivery of certain materials per 9-6). The progress payments shall be approximate only, and shall be subject to correction in the subsequent monthly estimates and the final estimate and payment.

The amount of such payments shall be the total value of the work done to the date of the estimate, based on the quantities and the unit prices for all work performed, less an amount retained and less payments previously made. The amount retained shall be 5% of the value of work completed. This retainage may be reduced to 2-1/2% of contract amount at the discretion of the County Engineer when said project exceeds 90% of the contract amount.

On water and sewer construction, the amount retained and adjustments included in the contract shall be 10% of the progress payments, up to 50% completion. After 50% completion, the retainage shall be reduced to 5% until the work is approved by the permitting agency.

As an exception to the percentages for the amount to be retained on progress payments as specified above, for contracts in which landscaping items constitute 50 per cent or more of the original contract amount, 10 per cent of the value of work completed shall be retained up to 50% completion. After 50% completion, the retainage shall be reduced to 5% until the end of the 90-day establishment period for landscaping items or until final acceptance of the entire contract work; whichever of such is the later date.

Contract amount is defined as the original contract amount as adjusted by approved Supplemental Agreements.

The following partial payment restrictions apply:

- (1) Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
- (2) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-9 Interest Due on Delayed Payments. DELETE IN ITS ENTIRETY

9-11 Change Order Approvals - ADD THE FOLLOWING ARTICLE:

Change Orders shall be approved in accordance with existing Department policy per Resolution #R89-633 dated April 4, 1989 and the current PPM #CWF-050.

Department reserves the right to increase or decrease any of the unit quantities as necessary to complete the work contracted. Such increases or decreases may be authorized by the Department's Engineer at the unit price(s) as bid.

**THIS SPACE LEFT BLANK INTENTIONALLY**

**SECTION 102  
MAINTENANCE OF TRAFFIC**

102-1 Description - ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

All existing signs are the property of Palm Beach County. The Contractor shall maintain the above mentioned signs and contact Traffic Operations (sign supervisor) at 333-3900 for repairs. Signs must be kept in good condition or be responsible for reimbursement to Palm Beach County Traffic Operations.

ADD THE FOLLOWING SUBARTICLES:

102-1.1 Standards:

This section shall be governed by the following standards:

1. Florida Department of Transportation "Standard Specifications for Road and Bridge Construction"
2. "Manual on Uniform Traffic Control Devices for Streets and Highways"
3. Florida Department of Transportation "Design Standards"
5. Florida Department of Transportation "Plans Preparation Manual"

**NOT APPLICABLE**

6. "Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways"

In addition to the above specifications, the following shall also apply:

**Barricades, Lights and Cones:**

1. Barricades and lights shall be maintained daily.
2. All Type III barricades shall have two (2) 12" flashing lights on each barricade. When extremely hazardous conditions exist, two (2) 18" flashing lights shall be used. Extremely hazardous conditions shall be determined by Palm Beach County Engineering Traffic Division.

**Flag Person and Vests:**

1. Flagmen shall be trained in the proper manner as set forth in the MUTCD 6E.07 and certified per Section 102-5.7 F.D.O.T. Specifications for Road and Bridge Construction. Each flagman shall have a certification card on them when flagging. Certification cards shall include the flagger's name, date of certification and expiration date.

2. All construction personnel shall wear a high visibility orange vest when working within the right-of-way (Class 2 or 3 per MUTCD).

A. Ensure that these vest/garments be worn whenever workers are within the right-of-way. Workers operating machinery or equipment in which loose clothing could become entangled during operation are exempt from this requirement. Such exempt workers will be required to wear orange shirts or jackets.

B. Require Contractor personnel to wear reflective vest/garment during nighttime operations.

C. Replace faded vest/garments.

**Flashing Arrow Boards:**

1. Flashing arrow boards shall be used on any four (4) lane or larger roadway where traffic is channeled or diverted, or as directed by the Palm Beach County Traffic Engineering Department. Flashing arrow boards shall conform with Section 6F-5661 M.U.T.C.D. /Type "C" only. Solar arrow boards may be requested by the county at any time.

**Traffic Signals:**

1. A minimum of forty-eight (48) hours notice must be given to Traffic Division (684-4030) prior to work requiring the realigning of traffic signals.

2. Palm Beach County will realign traffic signals at each location, a maximum of two (2) times for each direction (N/S & E/W). Further realignment will be charged to the contractor.
3. No material shall be disturbed within 6' of a traffic pole or within the specified distance of a guy wire and anchor to a depth greater than 2' as shown in the drawings. The contractor shall comply with the Provisions unless approved by and coordinated with Palm Beach County Traffic Operations. Contact Traffic Operations at (561) 233-3900, 24 hours a day for any excavation. Failure to comply with the above shall result in the prime contractor incurring all costs incurred as a result of damage to the traffic signal or other utility. These costs shall be paid 30 days from date of invoice or the following payment schedule. Payment will be withheld until payment is made or the cost may be deducted from the final payment.
4. Line locates will be given. A twenty-four hour notice must be given.
5. If a traffic pole is to be installed it shall be the contractor's responsibility to provide a standardized grade within 4"-6" along with right-of-way locations at the intersection. The contractor shall have a 2 hour window for their change-over that is 1 hour before and one hour after the scheduled change-over time. After that the contractor shall be responsible for any cost incurred for the delay.

**102-112 General:**

1. Contractor shall keep sufficient cold patch asphalt on the job site to fill pot-holes and to perform other minor pavement maintenance as needed.
2. All highway equipment shall have a Slow Moving Vehicle sign with either a flashing red or amber beacon operating when the equipment is operating.
3. During peak hours 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 5:00 P.M., travel through lanes shall not be blocked without permission from the Traffic Operations.
4. Any manholes/valves in the travel way shall have a 6" diameter asphalt out from the edge for every 1" inch height.

**Pedestrians:**

1. When pedestrian movement through or around a worksite is necessary, the Contractor shall provide a separate, safe path without abrupt changes in grade or terrain.
  - If one (1) or two (2) pedestrian ways are provided (exist) prior to the start of a project, only one (1) has to be maintained.
  - If no pedestrian ways exist prior to the start of a project, one (1) pedestrian way shall be constructed within the initial thirty (30) calendar days of the project and shall be maintained for the duration of the project.
2. Places where pedestrians are judged especially vulnerable to impact by vehicles, all foot traffic should be separated and protected by longitudinal positive barrier systems.



102-4 Alternative Traffic Control Plan - DELETE IN ITS ENTIRETY AND INSERT THE FOLLOWING:

102-4 Temporary Traffic Control Plan. (T.T.C.P.):

The Temporary Traffic Control Plan (T.T.C.P.) for traffic control around or through work areas shall be developed with safety receiving a high priority. The T.T.C.P. should include protection of work sites when work is in progress and when operations have been halted (such as during the night) until the work is completed until the final. Provisions for the protection of workers, employees, personnel, pedestrians, and motorists shall be included.

The Temporary Traffic Control Plan shall include the following:

1. T.T.C.P. to be prepared and signed by the Work Site Traffic Supervisor as certified by the American Traffic Safety Services Association (A.T.S.S.A.).
2. A copy of the signer's certification, contractor's name, and 24 hour phone number of the work site traffic supervisor.
3. The T.T.C.P. shall include: North arrow; drawn by; lane usage; type and location of all signs, lights, barricades, striping, barriers, traffic signals; all side-streets, channels, culverts, sidewalks, R.P.M.'s; pavement markings; school zones; and crosswalks.
4. Plans may be drawn to scale, however dimensions shall be shown.
5. Variable Message Sign (V.M.S.) and the messages.
6. Location and geometry for the location, number, and dimensions.
7. No change-orders allowed on Friday, the day before a holiday or during A.M. or P.M. peak traffic, and unsignaled and unorganized intersections.
8. All plans shall be submitted through the Construction Coordination Division. Approval is as follows:
  - A. 1 to 7 days for most plans
  - B. 7 days when a signal or flasher is involved
  - C. 10 days for a traffic switch or for road closures

Time may vary based on the complexity of the T.T.C.P. Consideration should be given to these time frames when scheduling the work.

P.B.C. Traffic Engineering Division will handle all news releases, notifying police and project

The T.T.C. Plan is good for 60 days. If the T.T.C.P. has not been implemented by the 60 day approval will be required.

T.T.C.P. must have dates and times of operation included.

In no case may the contractor begin work until the T.T.C.P. has been approved in writing by the Palm Beach County Traffic Engineering Division. All modifications may be made with the approval of a representative of the Palm Beach County Traffic Engineering or Construction Coordination Divisions. Failure to comply with the above may result in permanent reduction of the pay item of "Maintenance of Traffic" on a per diem basis or \$1,000.00 per day, whichever is higher.

Construction Traffic Control Plans shall be included in "Maintenance of Traffic", and shall include all the following items:

**102-5.4 Crossings and Intersections - DELETE AND INSERT THE FOLLOWING:**

Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the Contract.

**102-5.7-Flagger--DELETE AND INSERT THE FOLLOWING:**

Provide trained flaggers in accordance with FDOT and MUTC requirements. See Section 102-1-1.

**102-6.2 Construction - DELETE AND INSERT THE FOLLOWING:**

Plan, construct, and maintain detours for safe passage of traffic in all conditions of weather. Provide the detour, to the Department with all facilities necessary to meet this requirement.

**102-6.6 Operation of Existing Movable Bridges - DELETE IN ITS ENTIRETY.**

**102-6.7 Traffic Control Officer - ADD THE FOLLOWING ITEM (4) TO THE END OF THIS ARTICLE:**

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when the following types of work is necessary on projects:

1. Traffic control in a signalized intersection when signals are not in use.
2. When Standard Index No. 619 is used on Interstate at nighttime and required by the plans.

3. When pacing/rolling blockade specification is used.

4. When milling or paving, at night, if the lane adjacent to the work area is open to traffic Traffic Control Officer shall be present with flashing lights on.

102-7.1 Traffic Control Officer (Non-Mot) - ADD THE FOLLOWING SUBARTICLE:

Provide uniformed law enforcement officers, including motorcycle officers, to assist in controlling and directing traffic through the work zone, when authorized and directed by the Engineer, and for purposes not covered under the requirements of the Temporary Traffic Control Plans.

**NOT APPLICABLE**

ADD THE FOLLOWING SUBARTICLE:

102-9.9.1 Portable Changeable (Variable) Message Sign (PCMS) (NOT) ~~ADD THE FOLLOWING SUBARTICLE:~~  
Furnish changeable (variable) message sign in accordance with 102-9.9, and authorized and/or directed by the Engineer, and for purposes not covered under the requirements of Temporary Traffic Control Plans.

102-9.12 Temporary Traffic Control Signs and Maintenance: DELETE IN ITS ENTIRETY

102-9.13 Temporary Traffic Control Signs and Maintenance: DELETE IN ITS ENTIRETY

102-10.1.1 Work Zone Pavement Marking:

102-10.1.1.1 Work Zone Pavement Marking: DELETE THE LAST PARAGRAPH IN ITS ENTIRETY

ADD THE FOLLOWING SUBARTICLE:

102-10.1.1 Temporary Pavement Markings:

1. All temporary pavement markings shall be done in a professional manner without weaves and/or bows. No over-painting shall be allowed.
2. Temporary R.P.M.'s shall be installed at an 1 inch offset to lane lines, skips, or crosshatched area within the work zone. The spacing shall be 40 feet on tangent sections and 205 feet on transitions and curves (including edge lines). Damaged temporary R.P.M.

shall be replaced on a daily basis. The R.P.M.'s shall have a maximum width of 5 inches and a maximum height of 0.75 inch. The minimum area of each R.P.M. shall be 3.50 square inches. R.P.M.'s shall be bonded to the pavement or concrete with epoxy, or alkyd thermoplastic, or bituminous adhesive. All R.P.M.'s shall be replaced.

3. Temporary pavement markings shall be applied to the intermediate asphalt course, and shall consist of foil-backed tape or paint meeting both State and County specifications.

4. Temporary pavement markings shall also be applied to the final asphalt course unless otherwise directed by the Palm Beach County Traffic Engineering Department. All final pavement markings shall consist of foil-backed tape. The temporary pavement markings shall be installed in accordance with the typical in the General Provisions.

5. All temporary tape skip-line pavement markings shall be at least four feet in length with a maximum gap of thirty-six (36) feet. A two (2) foot string with a maximum gap of eighteen (18) feet may be used for roadways with severe curvature, as directed by the Palm Beach County Traffic Engineering Department.

6. All painted lines shall conform to size and color requirements of the M.U.T.C.D., Part III. The thickness shall not be less than 15 mils. Beads shall be six (6) to six and one quarter (6 1/4) pounds of beads per gallon of paint. Beads shall be applied uniformly. All painted lines shall be refurbished and repainted when the line thickness falls below 150 mini-candles. A normal width line is 4 inches wide.

7. Temporary markings shall not be allowed to obliterate pavement markings. Existing pavement markings that conflict with temporary work zone delineation shall be removed by any method approved by the Engineer.

If a school zone exists, it must be maintained including crosswalks, school messages and signs.

9. It shall be the contractor's responsibility to adjust existing signing, add new signing, and remove or add pavement marking on approaches to the project.

#### 102-10.2 Removable Tape:

102-10.2.1 General: DELETE IN ITS ENTIRETY

102-10.2.2 Application: DELETE IN ITS ENTIRETY

102-10.2.3 Retroreflectivity: DELETE IN ITS ENTIRETY

102-10.2.4 Removability: DELETE IN ITS ENTIRETY

102-10.3 Work Zone Raised Pavement Markers (WZRM) DELETE AND INSERT THE FOLLOWING:

Apply all markers in accordance with each county Typical T-P-10-001, or as otherwise revised.

102-10.4 Paint and Reflective Beads: DELETE IN ITS ENTIRETY

102-11 Traffic Control Measurement.

102-11.1 General: DELETE AND INSERT THE FOLLOWING:

Devices installed/used on the project on any calendar day or portion thereof, within the allowable Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price MOT, Lump Sum and shall include all items required to implement the approved Temporary Traffic Control Plan (T.T.C.P.).

Unless otherwise specified, all devices / items specified in 102-11 shall be incidental to the item: M.O.T., on a Lump Sum basis.

INSERT THE FOLLOWING SUBARTICLE:

102-11.2.1 Traffic Control Officers (NON-MOT): The quantity to be paid shall be at a unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicle(s).

Payment will be made only for the traffic control officers incidental to the T.T.C. plan requirements and when authorized by the Engineer under the pay item: Traffic Control Officers (NON-MOT) - per hour.

102-11.3 Special Section: DELETE IN ITS ENTIRETY

INSERT THE FOLLOWING SUBARTICLE:

102-11.13 Changeable (Variable) Message Sign (NON-MOT): The quantity to be paid for will be the number of changeable (variable) message signs certified as installed/used on the project when directed by the Engineer and not a requirement of the T.T.C.P.

Payment will be made for each Changeable (Variable) message sign that is used during the Contract period under the pay item Changeable (Variable) Message Sign (Non-MOT) per each per day.

102-11.18 Temporary Traffic Control Signals: DELETE IN ITS ENTIRETY

102-11.19 Temporary Traffic Detection Technology: DELETE IN ITS ENTIRETY

102-11.20 Work Zone Pavement Markings: DELETE AND INSERT THE FOLLOWING:

The quantities, furnished and installed shall be those that are required for the project and shall be incidental to M.O.T., Lump Sum.

102-12.1 Submittal Instructions: DELETE IN ITS ENTIRETY

102-12.2 Contractor's Certification of Quantities: DELETE AND INSERT THE FOLLOWING:

When requested by the Department, Contractor shall submit a certification of the material used.

Ensure that the certification consists of the following: Project Number, Certification Number, Certification Date and the period that the certification represents.

**NOT APPLICABLE**

102-13 Basis Of Payment.

102-13.1 Maintenance Of Traffic (General Work): DELETE AND INSERT THE FOLLOWING:

When an item of work is included in the proposal, the price shall be full compensation for all work and costs specified under this Section except as specifically covered for payment under other items. Maintenance of Traffic (General Work) shall also include items required to implement the approved Temporary Traffic Control Plans (T.T.C.P.).

Unless otherwise specified, all devices and items specified in 102-13 shall be incidental to the pay item: M.O.T., Lump Sum.

INSERT THE FOLLOWING SUBARTICLE:

102-13.2 Traffic Control Officers (Non-MOT):

Price and payment will be full compensation for the services of the traffic control officers for instances when directed by the Engineer and not a requirement of the T.T.C.P.

102-13.3 Special Detours: DELETE IN ITS ENTIRETY

**NOT APPLICABLE**

**PROPOSAL CONTRACT - out**

*Adam -  
Call me  
to discuss*

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

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



MM

PROPOSAL SUBMITTED TO Attn: Mr. Adam Faustini Palm Beach County Vista Operation & Support System	PHONE: 561-233-3950 afaustin@pbccgov.org	DATE 9/13/2013 REVISED 2
STREET 2555 Vista Parkway	JOB NAME CR 880 - Twenty Mile Bend Emergency Slope Protection	Steve C.
CITY, STATE AND ZIP CODE West Palm Beach, FL 33411	JOB LOCATION CR 880, Palm Beach County, FL	
ARCHITECT/ENGINEER Palm Beach County / Bridge Design Associates	DRAWING NO./NAME Slope Protection for: CR 880 Twenty Mile Bend, Palm Beach County, Florida	DATE OF PLANS 8/13/13 See 2nd pg also

The Murphy Construction Co. (MCC) proposes to furnish labor, equipment and materials (as described below) as necessary to:

Mobilization	1	ls	\$14,850.00	\$14,850.00
Turbidity Monitoring	1	ls	\$11,900.00	\$11,900.00
Furnish & Installation of Ballast Stone Sand Mix	2,599	tns	\$56.75	\$147,493.25
Installation of Rip Rap	130	tns	\$61.00	\$7,930.00
MOT	1	ls	\$9,900.00	\$9,900.00
Demobilization	1	ls	\$7,425.00	\$7,425.00
				<b>\$199,498.25</b>

**Alternate 1**

F&I Type B Rubble Rip Rap (9" to 18") \$82.00 per tn

**Notes:**

- The County will be responsible for the removal and replacement of the guardrail.
- Permits and permit fees by others.
- Bond is not included, if a bond is desired please add \$1,888.00.
- Utility relocation, de-energization or re-energization is not included.
- All road surface defects will be recorded prior to work beginning.
- Turbidity monitoring line item includes a 5'-0" skirt length floating turbidity barrier around work area and twice daily sampling.
- Installation of ballast stone line and rip rap line items are based on a total quantity of 2,599 tons ballast stone/sand mix product and Owner provided 130 tons of rip rap rubble.
- MOT line item includes all installation, maintenance and removal of materials necessary to detour traffic around the work area for duration of project.
- Alternate one (1) includes furnished and installed type B rubble rip rap (9" to 12").
- MCC shall complete all temporary repairs according to plans provided by Bridge Design Assoc. within the 350' designated by the County.
- MCC will be responsible for all traffic control, including but not limited to signs, warning devices, flag men, etc.
- MCC will exercise all safety protocols required to furnish a safe work zone and to ensure proper personnel safety.
- MCC will provide a binding cost for the job (minus the material cost of the rip rap rubble) including mobilization in order to perform a turnkey project.
- The County will supply all the rock rubble proposed within the high/low water flow zone between elevation 7 and elevation 10. Should the County not be able to supply the entire amount for the high/low water flow zone, MCC will provide a cost (per ton) for the rock rubble to be placed between elevation 7 and elevation 10 (typical high and low water zone). This dollar price per ton price shall include all costs of the rock rubble, trucking and placement, etc. associated with furnishing the rock rubble.
- SEE ALTERNATE 1.
- MCC is able to mobilize to the jobsite within one (1) weeks time from the contract execution.
- MCC will notify the County immediately upon discovering any condition which was not foreseen and which could result in additional costs or impact the date of completion.
- MCC will be responsible for compliance to all requirements for silt screens, silt barriers, turbidity barriers, etc. required by the South Florida Water Management District (SFWMD).
- MCC acknowledges receipt of SFWMD permit 14213 - issued 8/15/2013 and agrees to subsequent adherence to such.

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

-----One Hundred Ninety Nine Thousand Four Hundred Ninety Eight and 25/100 ----- (\$199,498.25)

THE MURPHY CONSTRUCTION CO.

Accepted by:

By: Martin E. Murphy  
Signature

PALM BEACH COUNTY  
Firm Name

Martin E. Murphy, Vice President

By: D. J. Webb

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Title: COUNTY ENGINEER

Date: 9/17/10

**ACCEPTANCE OF PROPOSAL**

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

(over)

TERMS AND CONDITIONS OF THIS CONTRACT Proposal

*John*

AGREEMENT:

1. Unless otherwise indicated in writing, this quotation expires thirty (30) days from date of quote if not accepted in writing before that time. At the sole option of THE MURPHY CONSTRUCTION CO. (hereafter MCC), this quotation may be extended for additional periods of time.

2. It is expressly agreed that there are no promises, agreements, or understandings not set out in this contract. Any subsequent cancellations, or modifications, must be mutually agreed upon in writing.

3. Payment to be made as follows: no discounts; no retention allowed. ~~Net 30 days after invoice date.~~ <sup>REMOVE</sup> Unless a lump sum price is to be paid for the foregoing work and is clearly so stated it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit price for the actual quantities of materials utilized and work performed by MCC as determined upon completion of work.

4. Changes in labor classification or assignment of work by anyone other than MCC will establish a basis for renegotiation of prices set forth in this contract. At the sole option of MCC this contract may be cancelled in the event that said changes or assignment occur or in the event that said renegotiation is deemed unsatisfactory by MCC.

5. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to the standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Unless otherwise agreed, any additional expense not covered by this quotation which is incurred by MCC as a result of performing work under conditions of or caused by adverse weather, will be borne by Customer. If for causes beyond MCC's control, its work is not completed within twelve months after the date of acceptance of this proposal, MCC may cancel this agreement at any time thereafter on ten days written notice.

6. In the event of a misunderstanding or conflict between the terms and conditions stated in the plans and specifications, this contract shall govern.

7. MCC shall be provided with suitable access to the work area. If MCC's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be performed and completed so as to permit MCC to perform its work hereunder in uninterrupted single shift operation.

8. Unless a time for the performance of MCC's work is specified, MCC shall undertake its work in the course of its normal operation schedule. MCC shall not be liable for any failure to undertake or complete work due to causes beyond its control, including but not limited to fire, flood, or other casualty, labor disputes, accidents and Acts of God, whether directly or indirectly affecting this work or other operations in which MCC is involved. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

MCC shall not be responsible for, and Customer agrees to hold MCC harmless for any liability resulting from damage to utilities, and/or damage to or deterioration of any of MCC's work resulting from causes beyond MCC's control, including but not limited to misinformation supplied by Customer or its agents, failure of subgrade, and failure or inadequacy of any labor or materials not furnished and installed by MCC. Customer further agrees to pay any legal fees incurred by MCC in defending against such liability.

Balance overdue will be subject to a service charge of 1.5% (annual percentage rate 18%) on unpaid average monthly balance.

Acceptance of this proposal includes agreement by the Customer to pay all costs of collection, in the event of non-payment when due for any materials, labor or other goods and services furnished by MCC including interest thereon and a reasonable attorney's fee, whether suit be brought or not.

This quotation and agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws. Venue of all proceedings shall be in Palm Beach County, Florida, and Customer waives whatever rights it may have in the selection of venue and hereby consents to jurisdiction.

The Guarantor(s), jointly and severally, guarantee Customer's prompt payment of all obligations under this agreement. MCC shall not be required to take legal action against Customer or give notice to Guarantor before MCC has the right to demand payment by the Guarantor(s) upon default of Customer. The Guarantor(s) liability to MCC shall not be waived, discharged or impaired by assignment by Customer, forbearance by MCC or release or bankruptcy of Customer.

CREDIT:

This quotation is subject to approval of the Credit Department as a condition to Contract acceptance.



CONTRACTOR CERTIFICATION

PALM BEACH COUNTY

ENGINEERING AND PUBLIC WORKS DEPARTMENT

CR 880 at 20 MILE BEND EMERGENCY SLOPE PROTECTION

FROM

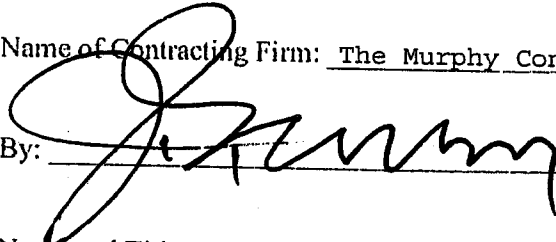
ROADWAY CONSTRUCTION SITES

\*

PALM BEACH COUNTY PROJECT NO. 2013001

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Name of Contracting Firm: The Murphy Construction Co.

By:  Date: 9/24/13

Name and Title: John E. Murphy, President & C.E.O.

Address or P.O. Box: 1615 Clare Avenue

West Palm Beach Florida 33401  
City State Zip Code

Telephone: 561 655-3634  
Area Code Number

P.\*

## PALM BEACH COUNTY LOCAL PREFERENCE ORDINANCE

In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) bidders having a permanent place of business in Palm Beach County; (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Local Preference means that if the lowest responsive, responsible bidder is a non-local business, then all bids received from responsive, responsible local bidders are decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.
2. Glades Local Preference means that if the lowest responsive, responsible bidder is a non-Glades business, then all bids received from responsive, responsible Glades bidders are decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference. A bidder who is a local business but not a Glades business and who utilizes Glades subcontractor(s) for a minimum of 15% of the total bid price, may receive a local preference of three (3) percent, solely for the purpose of determining bid award. If the Local business utilizes Glades subcontractor(s) for a minimum of 30% of the total bid price, he may receive a local preference of four (4) percent for the purposes of ranking bidders.

To receive either a Local Preference or a Glades Local Preference, a bidder must have a permanent place of business in existence prior to the County's issuance of this Invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the bidders' permanent place of business. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable; where the bidder will produce a substantial portion of the goods or services to be purchased. The bidder must submit the attached Certification of Business Location at the time of bid submission. Failure to submit this information will cause the bidder to not receive a local preference. Palm Beach County may require a bidder to provide additional information for clarification purposes at any time prior to the award of the contract.

In procurements where price is the only factor for selection, the above provisions shall not be applied where the application would result in an award which exceeds the otherwise lowest, responsive bidder by one hundred thousand dollars (\$100,000).

The local bidder may not receive more than one preference. The Glades Local Preference prevails over the Local Preference and the SBE Preference prevails over both the Local and Glades Local Preferences.

## CERTIFICATION OF BUSINESS LOCATION

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those bidders having a permanent place of business in Palm Beach County (County); and (2) those bidders having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, an interested bidder must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of an invitation for bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the bidders' permanent place of business. The bidder must submit this Certification of Business Location at the time of bid submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the bid or proposal submitted by the bidder to the County.

I. Bidder is a:

Local Business (A local business has a permanent place of business in Palm Beach County\*\*)

(Please indicate):

Headquarters located in Palm Beach County

Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services to be purchased.

Glades Business (a Glades business has a permanent place of business in the Glades\*\*)

(Please indicate):

Headquarters located in the Glades

Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services to be purchased.

Regional Business (A regional business is one that has a permanent place of business in Martin, Broward, or Miami Dade County.)

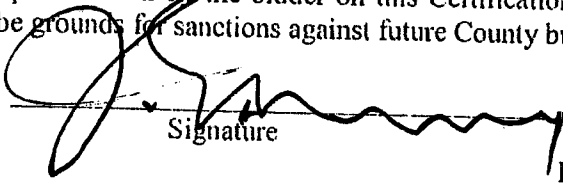
**\*\*A post office box or location at a postal service center is not acceptable.**

II. The attached copy of the bidder's Palm Beach County Business Tax Receipt verifies the bidder's permanent place of business.

THIS CERTIFICATION is submitted by John E. Murphy  
(Name of individual)

President & C.E.O., of The Murphy Construction Co.  
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct, and that the bidder has a permanent place of business in Palm Beach County. Further it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

  
Signature LP-2

9/24/13  
Date

**PALM BEACH COUNTY**  
**LIVING WAGE ORDINANCE**

(PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002)(a.k.a., Palm Beach County Living Wage Ordinance, hereinafter Ordinance)

**Implementation:**

This information shall serve to notify the Contractor of the Ordinance's implementation requirements as referenced in Section 4 of the Ordinance, as stated below and on the LW pages of this specification. A copy of the Ordinance is available for pickup at the Engineering & Public Works Department (Roadway Production Division).

The costs for implementing these requirements shall be incidental to the cost of the project.

**Procurement Specifications:**

The Ordinance states that the living wage requirement shall be included in the procurement specifications for all county construction contracts that have a total contract value exceeding \$100,000, and that is not subject to the Davis-Bacon Act or any related act or acts, as amended, that require the payment of Davis-Bacon Act wage rates.

The Ordinance also requires that the prospective non-county employer agree to produce, upon the request of the Construction Coordination Division, or as otherwise provided by the County Administrator through countywide policy, all documents and payroll records required under this Ordinance.

**Maintenance of payroll records:**

Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of three (3) years. The records shall contain:

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

**Reporting payroll:**

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

## LIVING WAGE CERTIFICATION

Project: 2013001 CR 880 - Twenty Mile Bend Slope Protection

Contractor Name: The Murphy Construction Co.

Contact Person: John E. Murphy, President & C.E.O.

Contractor Address: 1615 Clare Avenue, West Palm Beach, FL 33401

Contractor Phone: 561-655-3634

Amount of Contract: \$199,498.25

Please include the following with the bid submission:

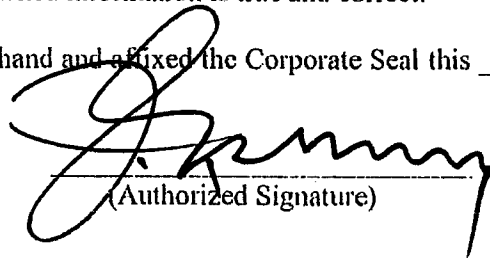
1. Brief description of the service provided under the construction contract.
2. A statement of wage levels for prospective non-county employees.
3. A commitment to pay each non-county employee the living wage, as adjusted, in accordance with the Palm Beach County Living Wage Ordinance. According to Section 3(B)(2), of the Palm Beach County Living Wage Ordinance, the living wage must be adjusted annually for inflation, and this adjustment must take effect each October 1<sup>st</sup>. (See Palm Beach County Code Section 2-149(b)(2).)

The living wage for October 1, 2010, through September 30, 2013 is \$11.40/hour.

The contractor/subcontractor(s) shall post a copy of the following Notice to Employees (LW-3) at the work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter.

The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this 24th day of September, 2013.

  
(Authorized Signature)

(Corporate Seal)

John E. Murphy, President & C.E.O.  
(Print name and title)

**Notice and posting.** Non-county employers shall post a copy of the following statement at the work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$11.40 per hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." The following statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a Times New Roman 14-point font, Courier New 14-point font, or Arial 14-point font. Posting requirement will not be required if the non-county employer attaches a copy of the following statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Non-county employers shall supply a copy of the following statement to any employee upon request within a reasonable time. Non-county employers shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract on any contract covered by this ordinance.

This notice is provided pursuant to the Palm Beach County Living Wage Ordinance, Section 3 (E), (as amended through January 2004), and reflects the adjusted living wage effective October 1, 2010, through September 30, 2013.

**NOTICE TO EMPLOYEES (ENGLISH):**

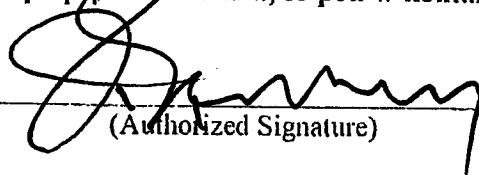
If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$11.40 per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

**NOTIFICACIÓN A PATRONES (ESPAÑOL):**

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos \$11.40 por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

**AVI POU ENPLWAYE-YO (CREOLE):**

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen \$11.40 pa lé. Si yo pa peye-w walé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

  
(Authorized Signature)

John E. Murphy, President & C.E.O.  
(Print name and title)

GENERAL



CONTRACTORS

OFFICE ADDRESS:  
1615 CLARE AVENUE  
WEST PALM BEACH  
FLORIDA 33401

TELEPHONE (561) 655-3634  
FACSIMILE (561) 655-3674

MAILING ADDRESS:  
P.O. BOX 3768  
WEST PALM BEACH  
FLORIDA 33402

CR 880 at Twenty Mile Bend Emergency Slope Protection,  
Palm Beach County, FL  
Project No. 2013001

Living Wage Certification

**Item 1: Brief description of the service provided under the construction contract.**

The Murphy Construction Co. will provide labor, materials and equipment for all work necessary to provide slope protection along a portion of CR 880, Palm Beach County, Florida. The work includes mobilization, rubble rip rap work, maintenance of traffic, earthwork, and other work, as directed by the Engineer.

**Item 2: A statement of wage levels for prospective non-county employees.**

The wage levels for the Murphy Construction Co. will range from a minimum of \$11.40 per hour to \$22.00 per hour.

**Item 3: A commitment to pay each non-county employee a living wage hourly rate of at least \$11.40 per hour effective 10/01/2010 through 9/30/2013, and as adjusted annually for inflation effective each October 1<sup>st</sup> thereafter per Section 3(B)(2) of the Palm Beach County Living Wage Ordinance.**

The Murphy Construction Co. will commit to pay each non-county employee a minimum living wage hourly rate of at least \$11.40 per hour in accordance with the Palm Beach County Living Wage Ordinance.

**Item 4: The General Contractor /subcontractor (s) shall post a copy of the Notice to Employees at the work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter.**

The Murphy Construction Co. agrees to post a copy of the following Notice to Employees at the work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least six (6) months thereafter.

GENERAL



CONTRACTORS

OFFICE ADDRESS:  
1615 CLARE AVENUE  
WEST PALM BEACH  
FLORIDA 33401

TELEPHONE (561) 655-3634  
FACSIMILE (561) 655-3674

MAILING ADDRESS:  
P.O. BOX 3768  
WEST PALM BEACH  
FLORIDA 33402

CERTIFICATION OF COMPLIANCE WITH  
THE LIVING WAGE ORDINANCE

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

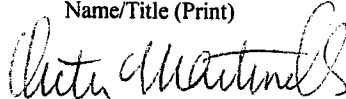
The County now further requires that the Contractor submit this certification statement with each pay application, including the final, on company letterhead.

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of LW-1 "Maintenance of Payroll Records".

Date: September 24, 2013

The Murphy Construction Co.  
Company Name (Print)

Authorized Officer: Victor Martinelli, Treasurer  
Name/Title (Print)

  
Signature



## SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list may not bid on, submit a proposal for, or enter into a contract with an agency or local government entity for goods or services of \$1 million or more.

The undersigned authorized person hereby has read and certifies that the above is adhered to.

September 24, 2013

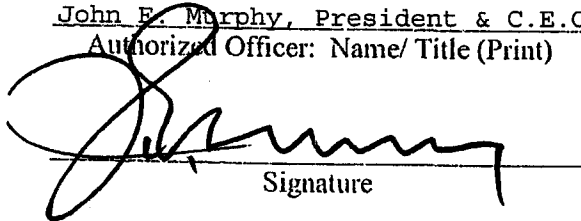
Date

The Murphy Construction Co.

Company Name (Print)

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

Authorized Officer: Name/ Title (Print)



Signature

INTENT TO PARTICIPATE IN BOND WAIVER PROGRAM  
BID AFFIDAVIT

PROJECT NUMBER: \_\_\_\_\_

If the contractor intends on participating in the Bond Waiver Program, this form must be completed in its entirety and returned with the Contractor's bid. **FAILURE TO COMPLETE THIS FORM OR INCLUDE A BID SECURITY FOR PROJECTS WITH VALUES BETWEEN \$50,000 AND \$200,000, SHALL RESULT IN REJECTION OF YOUR BID.**

\_\_\_\_\_ (Name of Bidder) hereby states that it intends on participating in the Bond Waiver Program as described in Palm Beach County Resolution R-89-1178 and Palm Beach County Policies and Procedures.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Title

State of \_\_\_\_\_  
County of \_\_\_\_\_

Subscribed and Sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public Signature and Seal  
Print Notary Name and Commission Number

CONTRACTOR QUALIFICATION FORM

Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

I. CONTRACTOR'S BUSINESS INFORMATION

Check if:

Corporation       Joint Venture       LLC

Partnership       Sole Proprietorship

Has your firm or any of its principals ever filed for Bankruptcy?     Yes     No

If yes, attach a full explanation of the circumstances including date filed, case number and current status.

If Corporation:

State and Date of Incorporation: \_\_\_\_\_

Name Incorporated Under: \_\_\_\_\_

Name and Title of Officer(s): \_\_\_\_\_

If Partnership:

State and Date of Organization: \_\_\_\_\_

Name of all Partners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Type of Partnership:

- General
- Limited
- Publicly Held
- Other (describe) \_\_\_\_\_

List all Subsidiaries or Holding Companies:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If Joint Venture:

State and Date of Organization: \_\_\_\_\_

Name, address, and form of organization of joint venture partners. The percentage of the joint venture responsibility is to be shown for each partner. Submit evidence of joint venture's current certification and license number.

If joint venture has not received license as a joint venture, proof that an application has been submitted to the Department of Professional Regulation for licensure must be included with the pre-qualification questionnaire. Proof of receipt of appropriate license as a joint venture will be required at the time of Bid Opening. Failure to produce a valid license at the time of Bid Opening may result in the Bid being considered non-responsive.

If Sole Proprietorship or LLC:

State and Date of Organization: \_\_\_\_\_

Name of address of all Owner(s): \_\_\_\_\_

II. INSURANCE REQUIREMENTS

Furnish to the Department certificates of insurance evidencing the existence of current valid, and binding insurance policies for the limits and coverage in accordance with the requirements delineated in the General Conditions, where such insurance is to be provided by Contractor, or as otherwise modified within the Contract Documents, together with a declaration of deductible amounts applicable to each type of insurance provided, acceptable to the County.

**III. EXPERIENCE**

- A. Attached Schedule A listing a minimum of three (3) of the largest projects completed within the last two (2) years where a project was completed by your firm.
- B. Attach Schedule B listing all current projects that are over \$5,000.00 (Five Thousand Dollars) value contract amount and are active by your firm. Use this form to show all previous work performed for Palm Beach County, or any other municipality in the past five (5) years.
- C. Attach Schedule C stating Key Personnel job experience and role assumed when working on County projects.

**IV. LITIGATION**

- A. List any current and pending litigation, arbitration and/or administrative proceedings initiated by or brought against your firm or qualifying agent(s) within the last (10) years as a result of related matters, including but not limited to liens, delays, defective performance or workmanship. Said information must include project name, presiding court, plaintiff and defendant, and case number.
- B. List any judgments for or against your firm(s) during the past five (5) years involving litigations with an Owner regarding construction matters including, but not limited to, mechanics liens, warranty, delay, negligence, or bonds. State project name and location, judgment amount, presiding court, plaintiff, defendant, and case number.

**V. FINANCIAL**

Provide a list with name, address and telephone number of the firm's principal banking institution, and include three (3) business-related credit references.

**VI. ACCOUNTING AND FINANCIAL REPORTING**

Federal Tax ID No.: \_\_\_\_\_

Social Security No. (if bidding as a proprietorship): \_\_\_\_\_

Provide one of the following forms of financial information:

- A. Annual compiled Financial Statements for the most recent fiscal year.

Preparer's Name: \_\_\_\_\_

Preparer's Address: \_\_\_\_\_

Preparer Phone No.: \_\_\_\_\_

Preparer Fax No.: \_\_\_\_\_

CPA  Other (describe) \_\_\_\_\_  
 Public Accountant

How many years has the firm prepared your financial statements? \_\_\_\_\_

How many years has the firm prepared your tax returns? \_\_\_\_\_

Fiscal Year End Date: \_\_\_\_\_

The statement is prepared:  Partially audited  Fully audited (unqualified)

Review basis  Compilation basis

Are interim statements prepared?  Yes  No

If yes, how often?  Monthly  Quarterly  Semi-Annually

Basis of preparation, if different than fiscal. \_\_\_\_\_

Have your operations been profitable since the last statement date?  Yes  No

Are taxes current?  Yes  No Any tax liens?  Yes  No

Have there been any major changes in your financial condition since last statement date with respect to:

- Ownership  Major loans or refinancing
- Withdrawals  Major equipment purchases or leases
- Other (describe) \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Verification of a line of credit equivalent to 30% of the contract amount from an acceptable financial institution. An acceptable institution is one which has a minimum "peer group" rating of 50 in the latest Thomson Reuters Bank Insight Quarterly Listing, or a minimum rating of 125 in the latest IDC Bank Financial Quarterly Listing.

C. An acceptable Dunn & Bradstreet rating.

In accordance with Florida Statute 119.07(3), any financial statement which the County requires a prospective bidder to submit, in order to pre-qualify for bidding or for responding to a proposal for a road or any other Public Works project, is confidential and exempt from the provisions of the Florida Public Records Statute.

D. Letter from Contractor's Surety attesting to bidder's bonding capacity.

E. Pre-qualification letter from another government entity.

**VII. LICENSURE**

A. List one or more of your firm's current licenses, as follows:

LICENSE NUMBER	ISSUING AGENCY
_____	_____
_____	_____
_____	_____
_____	_____

B. List and attach copies of all licenses (including those listed above, in VII. A.) and certificates of competency possessed by key members of the firm including the qualifying agent(s).

**VIII. REGULATORY FINES**

A. List any current and pending regulatory fines, arbitration and/or administrative proceedings initiated by or brought against your firm or qualifying agent(s) within the last ten (10) years, including but not limited to liens, delays, defective performance or workmanship. Said information must include project name, presiding court, case number, names of regulatory agency and defendant.

B. List any regulatory judgments for or against your firm(s) during the past five (5) years involving a regulatory agency. State project name and location, action, judgment amount, presiding court, case number, names of regulatory agency and defendant.

CERTIFICATION:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

By:

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Witness:

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

Subscribed and Sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public Signature and Seal  
Print Notary Name and Commission Number



**MINIMUM CRITERIA TO BE USED IN PRE-QUALIFYING CONTRACTORS**

**I. CONTRACTOR'S BUSINESS INFORMATION**

No Minimum Criteria as to type of business is required other than possessing the requisite licensure as provided by Section 287.055, Florida Statutes and local regulations to perform the specific work required by these documents.

**II. INSURANCE**

Must provide evidence of required insurance.

**III. EXPERIENCE**

A. Submit experience records demonstrating a minimum of five (5) years experience as a Contractor.

**IV. LITIGATION**

The firm(s) must:

A. Not be involved in current or pending litigation which is likely to have a material negative impact on their ability to execute this project.

B. Not display an undesirable pattern of construction related litigation with project Owners.

**V. FINANCIAL**

The firm(s) must provide evidence of adequate financial stability and resources to execute the work.

**VI. LICENSURE**

The firm must possess a valid License pursuant to Florida Statute Chapter 489.

**VII. REGULATORY FINES**

The firm(s) must:

A. Not be involved in current or pending litigation which is likely to have a material negative impact on their ability to execute this project.

B. Not display an undesirable pattern of regulatory judgments.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Request for Qualifications (RFQ)

Schedule A: Relevant Project Experience

Note: Please provide one (1) form Schedule A per project. Include at least the three (3) largest projects completed in the last two (2) years. Duplicate form as necessary.

Project Title: \_\_\_\_\_

Project Type: \_\_\_\_\_

Location: \_\_\_\_\_

Total Dollar Value: \_\_\_\_\_

Scheduled Start Date	Scheduled Completion Date	Actual Completion Date
----------------------	---------------------------	------------------------

_____	_____	_____
-------	-------	-------

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Other contacts (specify name, organization, address, and phone number):

\_\_\_\_\_

\_\_\_\_\_

Brief description of project scope and type of work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
Request for Qualifications (RFQ)**

**Schedule B: Current Status**

List all current projects over a Five Thousand Dollar (\$5,000.00) amount that are active by your firm. If you have done work for Palm Beach County in the past five (5) years, or another municipality, use this form to show that work, regardless of the dollar amount. Duplicate form as necessary.

<i>Project Title</i>	<i>Dollar Amount</i>	<i>Work Type</i>	<i>Start/Completion Date</i>	<i>Contact Person/ Phone No.</i>

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
Request for Qualifications (RFQ)

Schedule C: Key Personnel

Note: Attach a copy of the resume for each key personnel. Duplicate form as necessary.

Name: \_\_\_\_\_

Proposed Role: \_\_\_\_\_

Years of experience performing in a similar role: \_\_\_\_\_ Locally available: Yes No

Years with your organization: \_\_\_\_\_ Number of hours employed weekly: \_\_\_\_\_

Educational background/Special Training/Certifications/Licenses:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Experience: Describe experience, list projects performed where key personnel had a similar role as that proposed. Indicate the name of the project, the dollar value of the project, owner, and brief description of role in the project. Attach additional sheets as necessary.

Project: \_\_\_\_\_

Owner: \_\_\_\_\_ Contract Dollar Amount: \_\_\_\_\_

Description of role in project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project: \_\_\_\_\_

Owner: \_\_\_\_\_ Contract Dollar Amount: \_\_\_\_\_

Description of role in project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE**  
**(Corporation)**

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

1. That he/she is the Secretary of The Murphy Construction Co., a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 4th day of December 20 03, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that John E. Murphy, the President & CEO of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

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

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

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 24th day of September, 20 13.

Victor Martinelli

(Signature)

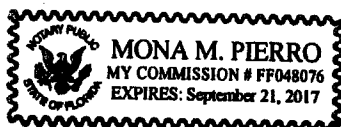
(CORPORATE SEAL)

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

SWORN TO AND SUBSCRIBED before me this 24th day of September, 2013 by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

Mona M. Pierro

(Notary Signature)



Mona M. Pierro  
(Print Notary's Name) NOTARY PUBLIC

State of Florida at Large  
My Commission Expires: 9/21/17

CONTRACT

STATE OF FLORIDA )

) SS

COUNTY OF PALM BEACH )

This Contract, made this \_\_\_\_ day of \_\_\_\_\_, A.D. 2013, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter called the party of the first part), and The Murphy Construction Co., Florida, and their heirs, executors, administrators and assigns, (hereinafter called the party of the second part):

WITNESSETH: The party of the second part agrees with the said party of the first part, for the consideration herein mentioned at their own proper cost and expense to do all the work and furnish all necessary labor, materials, equipment, machinery, tools, apparatus, services, state workmen's compensation and unemployment compensation taxes incurred in the performance of the contract, and means of transportation for the complete construction of:

**PROJECT NAME: CR 880 at 20 Mile Bend Emergency Slope Protection**

**PROJECT NO.: 2013001**

IN THE AMOUNT OF:

One Hundred Ninety Nine Thousand Four Hundred Ninety Eight Dollars and Twenty Five Cents  
(IN WORDS)

\$ 199,498.25  
(IN FIGURES)

in Palm Beach County, Florida, in the manner and to the full extent as set forth in the Contract Documents therefore and the Contract Documents relative thereto, are made a part of this Agreement as completely as if set forth herein, to the satisfaction of the party of the first part, or its duly authorized representative.

The said party of the second part further agrees for the consideration herein mentioned to commence the work with adequate forces and equipment within fourteen (14) calendar days of the date set forth in the "Notice to Proceed". The time limit for the completion of all work under this contract shall be forty-five (45) calendar days, (see Special Provisions). The date fixing this period upon the calendar shall be established and stated in the "Notice to Proceed". After commencement of the work, it shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully completed within the time limit. It is understood and agreed that the time limit for completion of said work is the essence of the contract and should the contractor fail to complete the work within the time limit, it is agreed that for such calendar day that any work provided for in these Contract Documents shall remain incomplete after the time limit has expired, including any official extension of the time limit; the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages (in accordance with Section 8-10.2 of the Standard Specifications) and added expense for supervision.

The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his want of knowledge of such contingent work as an excuse for delay in his work, or for its non-performance.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and sealed the day and year first written above.

ATTEST:

OWNER:

SHARON R. BOCK,  
Clerk & Comptroller

Palm Beach County, Florida

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

By: George T. Webb  
George T. Webb, P.E.,  
County Engineer

Marcus R. Best  
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

[Signature]  
APPROVED AS TO TERMS  
AND CONDITIONS

Victor Martinelli  
(witness signature)

The Murphy Construction Co.  
(Corporate Name)

VICTOR MARTINELLI  
(witness name printed)

a Florida corporation  
(insert state of incorporation)

Mona M. Pierro  
(witness signature)

By [Signature]  
(signature)

Mona M. Pierro  
(witness name printed)

John E. Murphy  
(print signatory's name)

Its President & C.E.O.  
(print title)

September 24, 2013  
(date of execution)

(Corporate Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/24/2013

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

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

PRODUCER Greene-Hazel and Associates, Inc. 10739 Deerwood Park Blvd S 200 Jacksonville FL 32256	CONTACT NAME: Nita Butler	
	PHONE (A/C, No, Ext): 904-398-1234 FAX (A/C, No): 904-396-7432 E-MAIL ADDRESS: nsb@greenehazel.com	
INSURED MURPH-5 The Murphy Construction Co. P.O. Box 3768 West Palm Beach FL 33402	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :Alterra America Ins Co	
	INSURER B :XL Specialty Insurance	
	INSURER C :Liberty Mutual Ins Co	23043
	INSURER D :Great American E&S Insurance C	
	INSURER E :Alterra	33189
	INSURER F :Liberty Mutual Fire Ins Co	23035

COVERAGES CERTIFICATE NUMBER: 2035203327 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	MAXA30M0060928	1/1/2013	1/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
F	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS2651052693873	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$\$1,000
E B E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000		MAXA30M0060926 UM00024323MA13A MAXA30M0060925	1/1/2013 1/1/2013 1/1/2013	1/1/2014 1/1/2014 1/1/2014	EACH OCCURRENCE \$11,000,000 AGGREGATE \$11,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WA765D052693483	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D E	Pollution Inland Marine Installation Floater		CSE211127803 MAXA3IM0047920	1/1/2013 1/1/2013	1/1/2014 1/1/2014	Pollution Liability \$1,000,000 Inland Marine \$1,500,000 Installation Floater \$350,000

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

RE: PBC Project No. 2013001 CR880 at 20 Mile Bend Emergency Slope Protection. Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees are hereby named as additional insured for all required insurance coverages except Workers Compensation and Business Auto Liability

CERTIFICATE HOLDER Palm Beach County Engineering & Public Works Dept 2300 North Jog Rd Ste 3W33 West Palm Beach FL 33411-2745	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

1615 CLARE AVE  
 WEST PALM BEACH, FL 33401-0000

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0102 CW GENERAL CONTRACTOR	MURPHY JOHN E	CGC000624	U13.751543 - 09/13/13	\$369.60	B40194892

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

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2013/2014 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 199707129  
 EXPIRES: SEPTEMBER 30, 2014**

MURPHY CONSTRUCTION CO  
 MURPHY CONSTRUCTION CO  
 PO BOX 3768  
 WEST PALM BEACH, FL 33402-3768



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

# *State of Florida*

## *Department of State*

I certify from the records of this office that THE MURPHY CONSTRUCTION CO. is a corporation organized under the laws of the State of Florida, filed on November 3, 1976, effective November 3, 1976.

The document number of this corporation is 517802.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 17, 2013, and its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this is  
the Seventeenth day of January,  
2013*



*Ken Detjmer*  
*Secretary of State*

Authentication ID: CC5004082848

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

<https://efile.sunbiz.org/certauthver.html>



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

1010/L-13

August 19, 2013

David L. Young  
Palm Beach County – Engineering and Public Works  
2300 N. Jog Road  
West Palm Beach, FL 33411

Dear Mr. Young:

**Subject: Administrative Change to Right of Way Occupancy Permit No. 14213 for Emergency Repairs, Palm Beach County, Section 38, Township 43S, Range 39E.**

Reference is made to the August 2013 site meeting with District and County staff where it was requested by the County that emergency repairs authorized in the subject permit be reduced to approximately 350' of bank stabilization without compensatory dredging. It is understood the County will modify the subject permit in approximately one year when the County is funded and able to construct the entire bank stabilization project associated with CR 880.

The letter confirms an Administrative Change to Permit No. 14213. Please refer to the revised drawings dated August 9, 2013 enclosed with the subject permit which reflect the requested 350' of emergency bank stabilization. As such, Special Conditions 9 – 14 are not applicable due to the reduced scope of work. Please update your records by attaching this letter and revised drawings to the permit file.

Please be advised that all other Limiting and Special Conditions which attended the issuance of Right of Way Occupancy Permit No. 14213 remain in full force and effect.

If you have any questions, please contact me at (561) 682-6973.

Sincerely,

A handwritten signature in cursive script that reads "Daniel Boyar".

Daniel E. Boyar, Supervisor  
Right of Way Permitting Section  
Land Resources Bureau

/db  
Enclosures

C: Debbie Thompson, West Palm Beach Field Station  
Jeff Bergman, Bridge Design Associates



**SFWMD STANDARD PERMIT NO. 14213**  
(NON-ASSIGNABLE)

DATE ISSUED: August 15, 2013

**AUTHORIZING: INSTALLATION OF APPROXIMATELY 550 LINEAR FEET OF RUBBLE RIP-RAP ALONG THE SOUTHERLY RIGHT OF WAY OF L-13 ADJACENT TO CR 880 BEGINNING APPROXIMATELY ONE (1) MILE WEST OF SR 80.**

**LOCATED IN: PALM BEACH COUNTY, SECTION 38 TOWNSHIP 43S RANGE 39E**

**ISSUED TO: PALM BEACH COUNTY  
2300 N. JOG ROAD  
WEST PALM BEACH, FL 33411**

**Attention: DAVID L. YOUNG**

This permit is issued pursuant to Application No. 13-0724-2 dated July 24, 2013 and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, maintenance, or use of the work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, is by reference made a part hereof. The permittee, by acceptance of this permit, hereby agrees that he/she shall promptly comply with all orders of the District and shall alter, repair or remove his/her use solely at his/her expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued by the District as a revocable license to use or occupy District works or lands. It does not create any right or entitlement, either legal or equitable, to the continued use of the District works or lands. Since this permit conveys no right to the continued use of the District works or lands, the District is under no obligation to transfer this permit to any subsequent party. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risk of loss as a result of revocation of this permit.

**WORK PROPOSED MUST BE COMPLETED ON OR BEFORE August 31, 2014.** Otherwise, this permit is void and all rights thereunder are automatically canceled unless permittee applies for, in writing, a request for extension to the construction period and such request is received by the District on or before the expiration date and such request is granted, in writing, by the District.

**SPECIAL CONDITIONS (SPECIFIC PROJECT CONDITIONS) AND LIMITING CONDITIONS ON ATTACHED SHEETS ARE A PART OF THIS DOCUMENT.**

FILED ON Aug. 15, 2013  
BY Daniel Boyar  
DEPUTY CLERK

Original Mailed to Permittee on 8/20/2013 by C. Hanning

C: Debbie Thompson  
WEST PALM BEACH FIELD STATION  
(561) 791-4100, Extension 4110

Copy to: Jeffery Bergmann  
Bridge Design Associates  
1402 Royal Palm Beach Blvd, Bldg 200  
Royal Palm Beach, FL 33411



#### 40E-6.301 LIMITING CONDITIONS

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, permittee shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

(1) All structures on District works or lands constructed by permittee shall remain the property of permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.

(2) Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, permittee's consideration of the District's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the permittee's consideration of upgrades and modifications to the permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that the District's review and issuance of this permit, including, but not limited to, any field inspections performed by the District, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any District staff or representative during the permit review and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by permittee as the District's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by permittee in order to meet permittee's duty to incorporate safety features, as set forth above.

(3) Permittee agrees to abide by all of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.

(4) This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon reasonable prior written notice. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the permittee shall promptly modify, relocate or remove the permitted use and properly restore the right of way to the District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and permittee shall be responsible for all removal and restoration costs.

(5) This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.

(6) Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and future employees, agents, representatives, officers and Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorneys fees (including but not limited to the fair market value of the District's inhouse attorneys' fees based upon private attorneys' fees/rates), judgments and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the District's right of way which arise directly or indirectly and/or are caused in whole or in part by the acts, omissions or negligence of the District or of third parties. Permittee agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.

(7) The District does not waive sovereign immunity in any respect.

(8) The permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of the District, including:

- (a) discharge of debris or aquatic weeds into the works of the District;
- (b) causing erosion or shoaling within the works of the District;
- (c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit.

Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above;

(d) leaving construction or other debris on the District's right of way or waterway;

(e) damaging District berms and levees;

(a) the removal of District owned spoil material;

(b) removal of or damage to District locks, gates, and fencing.



40E-6.381 LIMITING CONDITIONS

- (c) opening of District rights of way to unauthorized vehicular access; or  
(d) running or allowing livestock on the District's right of way.
- (9) The District is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the District's canal or any activities which may include use or contact with water from the District's canal, since the District periodically sprays its canals for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.
- (10) Permittee shall allow the District to inspect the permitted use at any reasonable time.
- (11) Permittee shall allow, without charge or any interference, the District, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting the District's, routine and emergency, canal operation, maintenance, and construction activities. To the extent there is any conflicting use, the District's use shall have priority over the permittee's use.
- (12) This permit is a non-exclusive revocable license. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the District.
- (13) The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U. S. Army Corps of Engineers for the works of the District.
- (14) If the use involves the construction of facilities for a non exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.
- (15) The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use, where the permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reclassify such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the permittee to pay all taxes due and payable.
- (16) Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.
- (17) Permittee shall record a Notice of Permit through filing the appropriate notice agreed to by the District in the public records of the county or counties where the project is located and by providing the District with proof of filing or through an equivalent procedure. All costs associated with this requirement shall be the responsibility of the permittee. Governmental entities and utilities are not subject to this provision.
- (18) This permit is contingent upon compliance with the recording of the Notice of Permit. Failure to provide proof of the recording of the Notice of Permit will result in the permit becoming invalid on its own terms, the removal of any existing facilities within the right of way, restoration of the right of way to the District's satisfaction, at the permittee's expense, and the possible assessment of civil penalties.
- (19) Permittee shall be responsible for the repair or replacement of any existing facilities located within the District's right of way which are damaged as a result of the installation or maintenance of the authorized facility.
- (20) All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.
- (21) It is the responsibility of the permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.
- (22) It is the responsibility of the permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.
- Specific Authority 373.044, 373.113 F.S. Law Implemented Chapters 373.085(1), 373.086, 373.103, 373.108, 373.120, 373.1395, 373.603, 373.809, 373.813 F.S. History—New 9-3-81, Amended 5-30-82, 12-28-86, 12-24-91, 9-15-99 Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, 40E-6.381.

# PERMIT NO. 14213

August 15, 2013

## SPECIAL CONDITIONS ARE AS FOLLOWS:

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY, THE PERMITTEE IS REQUIRED TO CONTACT THE DISTRICT'S FIELD REPRESENTATIVE LISTED ON THE FACE OF THIS PERMIT AND SCHEDULE A PRE-CONSTRUCTION MEETING.
2. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO MAKE PROSPECTIVE BIDDERS AWARE OF THE TERMS AND CONDITIONS OF THIS PERMIT. IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE'S CONTRACTORS TO UNDERSTAND THE TERMS AND CONDITIONS OF THIS PERMIT AND GOVERN THEMSELVES ACCORDINGLY.
3. THE PERMITTEE IS PUT ON NOTICE THAT PRIOR TO THE PLACEMENT OF ADDITIONAL FACILITIES OR ALTERATIONS TO EXISTING FACILITIES OTHER THAN THOSE AUTHORIZED BY THIS PERMIT, A MODIFICATION OF THIS PERMIT WILL FIRST BE REQUIRED.
4. THIS PERMIT SHALL NOT BECOME VALID UNTIL ALL OTHER REQUIRED SOUTH FLORIDA WATER MANAGEMENT DISTRICT, LOCAL, COUNTY AND/OR STATE PERMITS OR OTHER AFFECTED PARTIES' APPROVALS HAVE BEEN OBTAINED. THE PERMITTEE SHALL COMPLY WITH ANY MORE STRINGENT CONDITIONS SET FORTH IN OTHER REQUIRED PERMITS AND APPROVALS.
5. A COPY OF THE PERMIT PACKAGE WILL BE KEPT AT THE JOB SITE UNTIL COMPLETION OF ALL PHASES OF CONSTRUCTION AND ACCEPTANCE OF THE CONSTRUCTED FACILITIES AND RESTORATION OF THE RIGHT OF WAY BY THE DISTRICT'S FIELD REPRESENTATIVE.
6. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL CONSTRUCTION MATERIALS AND DEBRIS FROM THE DISTRICT'S CANAL AND RIGHT OF WAY; AND, FOR THE REPAIR, REPLACEMENT AND RESTORATION OF ANY SECTIONS OF THE DISTRICT'S RIGHT OF WAY DAMAGED OR DISTURBED RESULTING FROM THE AUTHORIZED ACTIVITY. RESTORATION SHALL BE TO THE SATISFACTION OF THE DISTRICT AND MAY INCLUDE PLACEMENT OF FILTER FABRIC CLOTH, RIP-RAP AND/OR GRADING/RE-SHAPING, SEEDING, RE-SODDING WITH BAHIA, ARGENTINE OR OTHER SPECIES RECOGNIZED BY THE DISTRICT AS A DROUGHT TOLERANT SPECIES.
7. SHOULD THE AUTHORIZED ACTIVITIES OR PLACEMENT OF THE AUTHORIZED FACILITIES WITHIN THE DISTRICT'S RIGHT OF WAY OR MAINTENANCE OF SAME ATTRIBUTE TO SHOALING, EROSION OR WASH-OUTS OF THE DISTRICT'S RIGHT OF WAY, BERM OR SIDE SLOPE OF THE CANAL, IT IS THE PERMITTEE'S SOLE RESPONSIBILITY AND EXPENSE TO, UPON NOTIFICATION FROM THE DISTRICT, IMMEDIATELY TAKE APPROPRIATE STEPS TO RESTORE THE RIGHT OF WAY TO THE SATISFACTION OF THE DISTRICT.
8. THE DISTRICT IS NOT UNDER ANY CIRCUMSTANCES RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF THE AUTHORIZED MATERIAL DAMAGED AS A RESULT OF WATER FLUCTUATIONS, FLOWS OR OPERATIONS OF ITS WATER CONTROL STRUCTURES.
9. IN ORDER TO COMPENSATE FOR ANY LOSS IN CANAL CROSS-SECTIONAL AREA, THE PERMITTEE IS HEREBY NOTIFIED THAT PRIOR TO THE INSTALLATION OF THE FILL MATERIAL AND/OR RUBBLE RIP-RAP, THE PERMITTEE SHALL EXCAVATE THE CANAL IN AREAS DEPICTED IN THE PLAN DRAWINGS AS REQUIRED.
10. EXCAVATED MATERIAL FROM THE CANAL SHALL NOT BE STOCKPILED IN THE CANAL. THE PERMITTEE SHALL REMOVE ALL EXCESS MATERIAL FROM THE RIGHT OF WAY.
11. THE PERMITTEE SHALL PROVIDE TO THE DISTRICT CERTIFIED CROSS-SECTIONS, SIGNED AND SEALED BY A FLORIDA PROFESSIONAL ENGINEER CERTIFYING THAT THE CANAL SECTION AS PERMITTED BY THE DISTRICT HAS BEEN ACHIEVED AND RECEIVE WRITTEN ACCEPTANCE OF THE CANAL EXCAVATION FROM THE DISTRICT.
12. PRIOR TO THE INSTALLATION OF THE AUTHORIZED STABILIZING MATERIALS, THE PERMITTEE SHALL SHAPE THE CANAL BANK TO MATCH THE ADJACENT SURROUNDING BANK AND THE ENTIRE AREA COVERED AND SECURED WITH FILTER CLOTH OR AN ALTERNATIVE MATERIAL ACCEPTABLE TO THE DISTRICT.
13. THE PERMITTEE SHALL INSTALL THE AUTHORIZED MATERIAL ON THE SIDE SLOPE BEGINNING AT THE TOP OF THE CANAL BANK EXTENDING DOWN THE SIDE SLOPE WATERWARD TO A POINT APPROXIMATELY TWO (2) FEET BELOW THE TOE OF THE SLOPE AND CONSTRUCTED WITH ADEQUATE RETURNS AT EACH END OF CONSTRUCTION TO PREVENT EROSION THAT COULD UNDERMINE THE STABILIZATION MATERIALS.
14. AS THE LOCAL SPONSOR OF THE CENTRAL AND SOUTH FLORIDA FLOOD CONTROL PROJECT, THE DISTRICT IS REQUIRED BY THE U.S. ARMY CORPS OF ENGINEERS (USACE) TO PROVIDE DOCUMENTATION AND CERTIFICATION THAT THE AUTHORIZED PROJECT WAS CONSTRUCTED IN ACCORDANCE WITH USACE REQUIREMENTS. IT IS THE RESPONSIBILITY OF THE PERMIT HOLDER (PERMITTEE) TO PROVIDE WITHIN 30 DAYS OF PROJECT COMPLETION, TWO (2) SETS OF THE REQUIRED DOCUMENTATION TO THE DISTRICT REFERENCING THIS PERMIT NUMBER. THESE REQUIREMENTS WILL BE OUTLINED IN THE USACE SECTION 408 APPROVAL LETTER, WHICH WILL BE PROVIDED TO YOU BY THE DISTRICT.
15. IF ANY CHANGES TO THE AUTHORIZED PERMIT AND/OR DRAWINGS ARE PROPOSED, PERMITTEE IS SPECIFICALLY CAUTIONED THAT PRIOR WRITTEN DISTRICT APPROVAL IS REQUIRED.

NA

**PERMIT NO. 14213**

August 15, 2013

**CONTINUED SPECIAL CONDITIONS ARE AS FOLLOWS:**

16. RIP-RAP (ROCK RUBBLE) SHALL CONSIST OF CLEAN, ENVIRONMENTALLY ACCEPTABLE MATERIALS, SUCH AS NATURAL LIMEROCK WITH NO REINFORCING RODS OR METAL PROTRUSIONS.
17. THIS PERMIT SHALL SUPERCEDE EMERGENCY ORDER NO. 2013-066-DAO-ROW.
18. THE AUTHORIZED MATERIALS SHALL BE OF ADEQUATE DESIGN TO REMAIN INTACT DURING EXTREME FLOWS AND DISCHARGES.
19. PERMIT THIS PERMIT AUTHORIZES EMERGENCY REPAIR WORK FOR A SMALL PORTION OF THE CANAL BANK. AT SUCH TIME PERMITTEE IS READY TO PERFORM BANK STABILIZATION WORK FOR THE ENTIRE PROJECT ADJACENT TO CR880, PERMIT SHALL FIRST OBTAIN MODIFICATION OF THIS PERMIT. IN ADDITION, PERMITTEE SHALL BE REQUIRED TO OBTAIN SECTION 408 APPROVAL FROM THE USACE AND ENVIRONMENTAL RESOURCE PERMIT AS REQUIRED FOR THE ENTIRE PROJECT PRIOR TO STATING WORK.
20. IMMEDIATELY UPON COMPLETION OF THE AUTHORIZED WORK, THE PERMITTEE SHALL CONTACT THE DISTRICT'S FIELD REPRESENTATIVE LISTED ON THE FACE OF THIS PERMIT SO THAT A FINAL INSPECTION MAY BE SCHEDULED.

END.





Form #0122  
Rev. 09/99  
(SP-1)

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
**Post Office Box 24680, West Palm Beach, FL 33416-4680**  
**Telephone (561) 686-8800 FL WATS Line 1-800-432-2055- 0724-2**  
**Attention: Right of Way Permitting**  
**APPLICATION NO. \_\_\_\_\_**

**APPLICATION TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR RIGHT OF WAY STANDARD PERMIT**

**NOTE: In order to be eligible to apply and be considered for issuance of a Right of Way Occupancy Standard Permit (SP) for use of the District's rights of way, all of the District's applicable criteria for the use or facility must be met in its entirety. Responsibility is borne by the applicant to provide all required information sufficient to the District to insure the District's criteria will be met.**

Applicant's Full Name Palm Beach County  
 (include all applicants' names, if applicable)

Applicant's Complete Address 2300 N. Jog Road  
West Palm Beach, FL 33411

Applicant's Telephone Numbers 561-684-4150

If applicant or user is other than the owner(s):

Owner(s) Full Name \_\_\_\_\_  
 (include all owners' names, if applicable)

Owner(s) Complete Address \_\_\_\_\_

Owner(s) Telephone Numbers \_\_\_\_\_

**RECEIVED**  
**JUL 24 2013**  
**RIGHT-OF-WAY DIVISION**

**LOCATION OF PROJECT:**

(Note: copy of recent property/boundary survey must be provided; or, a metes and bounds description)  
 Work or Land (canal or levee) Involved L-13 and CR 880 Slope Protection  
 Section 38 Township 43 South Range 39 East  
 Lot Number N/A Block Number N/A Subdivision Name N/A  
 County : Palm Beach

**DESCRIPTION OF PROJECT:**

(Note: Check all proposed uses/facilities that apply)

- Access (temporary)  Bridge  Landscaping  Culvert  Dock/Associated Facilities  
 Fencing  Utility Installation  Storage (temporary)  Vegetation Clearing/Removal  
 Other Slope Protection-Revelment See Attached Drawings  
 (include description -- Attach additional sheets if needed)

**40E-6.381 LIMITING CONDITIONS**

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, permittee shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

(1) All structures on District works or lands constructed by permittee shall remain the property of permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.

(2) Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, permittee's consideration of the District's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the permittee's consideration of upgrades and modifications to the permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that the District's review and issuance of this permit, including, but not limited to, any field inspections performed by the District, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any District staff or representative during the permit and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by permittee as the District's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by permittee in order to meet permittee's duty to incorporate safety features, as set forth above.

(3) Permittee agrees to abide by all of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.

(4) This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon reasonable prior written notice. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the permittee shall promptly modify, relocate or remove the permitted use and properly restore the right of way to the District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and permittee shall be responsible for all removal and restoration costs.

(5) This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.

(6) Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and future employees, agents, representatives, officers and Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorneys fees (including but not limited to the fair market value of the District's inhouse attorneys' fees based upon private attorneys' fees/rates), judgments and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the District's right of way which arise directly or indirectly and/or are caused in whole or in part by the acts, omissions or negligence of the District or of third parties. Permittee agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.

(7) The District does not waive sovereign immunity in any respect.



JUL 24 2013

## 40E-6.381 LIMITING CONDITIONS

RIGHT OF WAY DIVISION

(8) The permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of the District, including:

- (a) discharge of debris or aquatic weeds into the works of the District;
- (b) causing erosion or shoaling within the works of the District;
- (c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit.

Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above;

(d) leaving construction or other debris on the District's right of way or waterway;

(e) damaging District berms and levees;

(a) the removal of District owned spoil material;

(b) removal of or damage to District locks, gates, and fencing;

(c) opening of District rights of way to unauthorized vehicular access; or

(d) running or allowing livestock on the District's right of way.

(9) The District is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the District's canal or any activities which may include use or contact with water from the District's canal, since the District periodically sprays its canals for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.

(10) Permittee shall allow the District to inspect the permitted use at any reasonable time.

(11) Permittee shall allow, without charge or any interference, the District, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting the District's, routine and emergency, canal operation, maintenance, and construction activities. To the extent there is any conflicting use, the District's use shall have priority over the permittee's use.

(12) This permit is a non-exclusive revocable license. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the District.

(13) The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U. S. Army Corps of Engineers for the works of the District.

(14) If the use involves the construction of facilities for a non exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.

(15) The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use, where the permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the permittee to pay all taxes due and payable.

(16) Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.

(17) Permittee shall record a Notice of Permit through filing the appropriate notice agreed to by the District in the public records of the county or counties where the project is located and by providing the District with proof of filing or through an equivalent procedure. All costs associated with this requirement shall be the responsibility of the permittee. Governmental entities and utilities are not subject to this provision.

(18) This permit is contingent upon compliance with the recording of the Notice of Permit. Failure to provide proof of the recording of the Notice of Permit will result in the permit becoming invalid on its own terms, the removal of any existing facilities within the right of way, restoration of the right of way to the District's satisfaction, at the permittee's expense, and the possible assessment of civil penalties.

(19) Permittee shall be responsible for the repair or replacement of any existing facilities located within the District's right of way which are damaged as a result of the installation or maintenance of the authorized facility.

(20) All obligations under the terms of this permit authorization and any subsequent modifications hereof shall be joint and several as to all owners.

(21) It is the responsibility of the permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.

(22) It is the responsibility of the permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.

Specific Authority 373.044, 373.113 F.S. Law Implemented Chapters 373.085(1), 373.086, 373.103, 373.109, 373.129, 373.1395, 373.603, 373.609, 373.613 F.S. History—New 9-3-81, Amended 5-30-82, 12-29-86, 12-24-91, 9-15-99 Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, 40E-6.381.



JUL 24 2013

In compliance with provisions of Chapter 373, Florida Statutes and Chapter 40E-6, Florida Administrative Code, application is hereby made for a Right of Way Occupancy Standard Permit in accordance with support drawings, data and incidental information filed with this application and made a part of this application. I hereby certify that all information contained in or made a part hereof is true and correct to the best of my knowledge, that any permit issued shall require that the permitted use be constructed and operated in accordance with such information.

I further certify that I have read the Standard Limiting Conditions appearing on this application and understand that said conditions will be incorporated within any permit issued pursuant to the application, unless expressly waived by the Governing Board. I further acknowledge that the SFWMD may incorporate additional special conditions as may be necessary in the best interest of the District.

In signing this application, I acknowledge that failure to comply with all conditions of this permit may result in permit revocation, financial assurance or bond forfeiture, and remedial action against me by the SFWMD. I assume full responsibility for the actions of all my employees, agents and persons, whether under direct contractual obligation to me or indirectly, with respect to compliance with the conditions and limitations contained within this application or within a permit issued as a result of this application.

Applicant's Name (print or type)  
David L. Young, P.E., Special Projects Manager

Applicant's Agent's Name (print or type)

  
Applicant's Signature

Applicant's Agent's Signature

Palm Beach County  
Owner's Name (print or type)

Owner's Signature

7-23-13  
Date

Date

Please be sure the following accompany the submittal of your application:

- Application Processing Fee (if applicable)
- Property/Boundary Survey/Metes and Bounds Description
- Drawings Describing the proposed use or facilities
- Copy of Building Permit (if applicable)
- Copy of SFWMD Water Use, Surface Water Management Permits, etc. (if applicable)
- Other information Pertinent to the application