

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$322,052</u>	_____	_____	_____	_____
External Revenues	<u>(221,086)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$100,966</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 1225 Department 380 Unit 3079 Object 3401
 Program _____

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

C.
 \$221,086 FIND Project Agreement PB12-163 (R2013-1187)
 \$100,966 Vessel Registration fees

C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

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

[Signature]
 OFMB *9/12* *AK 2/15/14* *for Barbara Wheeler 979-14*
 Contract Development and Control

B. Legal Sufficiency:
[Signature] *9/22/14*
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**Palm Beach County
Fullerton Island Public Use Facilities
Project No.: 2014ERM01**

**CONTRACT DOCUMENTS: BIDDING REQUIREMENTS,
CONTRACT FORMS, CONDITIONS OF THE CONTRACT, AND
TECHNICAL SPECIFICATIONS**

Bids will be received at the Palm Beach County Department of Environmental Resources Management, 2300 N. Jog Road, 4th Floor, West Palm Beach, Florida 33411-2743.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT

PROJECT NAME: Fullerton Island Public Use Facilities

PROJECT NUMBER: 2014ERM01

ADDENDUM NO. 1
DATE OF ISSUANCE: JULY 16, 2014
VIA ERM WEBSITE

THE BIDDER IS REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY COMPLETING PARAGRAPH 1.5 ON PAGE 3 OF THE BID FORM IN YOUR SEALED BID. THE BIDDER SHALL INSERT THIS ADDENDUM INTO ITS CONTRACT DOCUMENTS SET. THIS ADDENDUM SHALL BECOME PART OF THE CONTRACT DOCUMENTS WHEN THE CONTRACT IS EXECUTED. DO NOT SUBMIT THIS ADDENDUM PRINTOUT WITH YOUR SEALED BID.

MODIFY THE FOLLOWING (revisions in *underlined italics*):

ADDITIONS/DELETIONS TO THE BID FORM:

- PARAGRAPH 1.1, PAGE BID FORM - 2
 - DELETE ALTERNATE BID #1 AND #2 PRICES

REPLACE PAGE BID FORM - 2 WITH ATTACHED REVISED PAGE BID FORM - 2A CONTAINING THESE CHANGES.

- BID SCHEDULE, PAGE BID FORM - 6
 - REVISE FLOATING DOCK ALTERNATE BID ITEM NO. 1 TO BASE BID ITEM NO. 17
 - DELETE FLOATING DOCK ALTERNATE BID ITEM NO. 2

REPLACE PAGE BID FORM - 6 WITH ATTACHED REVISED PAGE BID FORM - 6A CONTAINING THESE CHANGES.

- ATTACHMENT NO. 2 TO BID FORM, SCHEDULE 1 (SBE), PAGE BID FORM - 11
 - DELETE ALTERNATE BID REFERENCES

REPLACE PAGE BID FORM - 11 WITH ATTACHED REVISED PAGE BID FORM - 11A CONTAINING THESE CHANGES.

- ATTACHMENT NO. 2 TO BID FORM, OSBA SCHEDULE 2 (SBE), PAGE BID FORM - 12
 - DELETE ALTERNATE BID REFERENCE

REPLACE PAGE BID FORM - 12 WITH ATTACHED REVISED PAGE BID FORM - 12A CONTAINING THIS CHANGE.

ADDITIONS/DELETIONS TO THE TECHNICAL SPECIFICATIONS:

- TECHNICAL SPECIFICATIONS
 - REVISE SECTION 01150 - MEASUREMENT AND PAYMENT, PAGE TS-10, AS FOLLOWS:

J. SIX SLIP FLOATING DOCK , 1 L.S., (~~Alternate Line Item 1~~ Line Item 17) – Payment shall be made for all costs associated with or incidental to all necessary equipment, tools, material, labor, and supervision required to design, fabricate, furnish, deliver, handle and install a six (6) slip floating dock with moorings as shown on the plans. Contractor to furnish and install main dock, gangway float, finger piers, mooring cleats, pile guides and pile rollers. Partial Payment shall not be made. Payment will be based on the completion and acceptance of the line item.

~~**K. SIX SLIP FLOATING DOCK UTILIZING TECHNO MARINE FINGER DOCK SYSTEM 186 (3 FINGER PIERS SUPPLIED BY OTHERS) 1 L.S.,** (Alternate Line Item 2) – Payment shall be made for all costs associated with or incidental to all necessary equipment, tools, material, labor, and supervision required to design, fabricate, furnish, deliver, handle and install a six (6) slip floating dock with moorings as shown on the plans. Contractor to furnish and install main dock, gangway float, mooring cleats, pile guides and pile rollers. Contractor responsible for design of Techno Marine Finger Dock System 186 finger piers to main dock connection utilizing Techno Marine rubber connector 15T (or equivalent). Partial Payment shall not be made. Payment will be based on the completion and acceptance of the line item.~~

REPLACE PAGE TS-10 WITH ATTACHED REVISED PAGE TS-10A CONTAINING THESE CHANGES.

ADDITIONS/DELETIONS TO THE PLANS

- SHEET NUMBER 4 OF 9, REVISIONS DATED 07/11/14
 - ELIMINATED FLOATING DOCK ALTERNATE NO. 2 LAYOUT
 - REVISED ENTRANCE SIGN PILE LENGTH

REPLACE PLANSHEET 4 WITH ATTACHED REVISED PLANSHEET 4A WITH REVISIONS DATED 07/11/2014 CONTAINING THESE CHANGES.

- SHEET NUMBER 5 OF 9, REVISIONS DATED 07/11/14
 - REVISED SCALE TO SHOW IN WATER LIMITS OF CONSTRUCTION

REPLACE PLANSHEET 5 WITH ATTACHED REVISED PLANSHEET 5A WITH REVISIONS DATED 07/11/2014 CONTAINING THIS CHANGE.

POINTS OF CLARIFICATION:

1. The attendee list, agenda, audio recording and presentation materials of the Non-Mandatory Pre-Bid Meeting is available on ERM's website: <http://www.pbcgov.com/erm/contracts/>.
2. Pending and completed ERM projects are described on ERM's website: <http://www.pbcgov.com/erm/> (Project Fact Sheet button).
3. The Engineer's cost estimate is: \$347,000.

APPROVED FOR ISSUANCE BY:



Daniel Bates, Deputy Director
Department of Environmental Resources Management

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT

PROJECT NAME: Fullerton Island Public Use Facilities

PROJECT NUMBER: 2014ERM01

ADDENDUM NO. 2
DATE OF ISSUANCE: JULY 23, 2014
VIA ERM WEBSITE

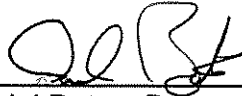
THE BIDDER IS REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY COMPLETING PARAGRAPH 1.5 ON PAGE 3 OF THE BID FORM IN YOUR SEALED BID. THE BIDDER SHALL INSERT THIS ADDENDUM INTO ITS CONTRACT DOCUMENTS SET. THIS ADDENDUM SHALL BECOME PART OF THE CONTRACT DOCUMENTS WHEN THE CONTRACT IS EXECUTED. DO NOT SUBMIT THIS ADDENDUM PRINTOUT WITH YOUR SEALED BID.

POINTS OF CLARIFICATION:

1. Piles shall be driven a minimum of 7 feet to final bearing. Piles may be jetted to within 7 feet of final bearing provided that they are driven a minimum of 7 feet to final bearing.
2. Contractor to submit shop drawings for the 14" Square Prestressed Concrete Piles prior to fabrication. Concrete piles shall conform to FDOT Index 20614. Piles do not have to be FDOT certified.
3. The floating dock system shall be a standard commercial product.
4. Technomarine Manufacturing, Inc. and Gator Dock, Inc. both manufacture acceptable products capable of meeting the specifications for this project.
5. Addendum 1, issued July 16, 2014, eliminated an Alternate No. 2 Layout that utilized three (3) tapered finger piers with no pile support at the end of the finger piers. The tapered finger piers (Technomarine Finger Dock System 186) were to be supplied by the County and installed by the Contractor. Per Addendum 1, all finger piers are to be supported with piles at the end of the finger piers and all floating dock components are to be supplied and installed by the Contractor. Technomarine Manufacturing, Inc remains an acceptable manufacturer for this project. Technomarine Finger Dock System 186 shall not be utilized.

6. The anticipated award date for the project is October 7, 2014. The Commencement Date is dependent on receipt of approved Contractor submittals, which are required by the Contract's Technical Specifications.

APPROVED FOR ISSUANCE BY:



Daniel Bates, Deputy Director
Department of Environmental Resources Management

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT

PROJECT NAME: Fullerton Island Public Use Facilities

PROJECT NUMBER: 2014ERM01

ADDENDUM NO. 3
DATE OF ISSUANCE: JULY 30, 2014
VIA ERM WEBSITE

THE BIDDER IS REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY COMPLETING PARAGRAPH 1.5 ON PAGE 3 OF THE BID FORM IN YOUR SEALED BID. THE BIDDER SHALL INSERT THIS ADDENDUM INTO ITS CONTRACT DOCUMENTS SET. THIS ADDENDUM SHALL BECOME PART OF THE CONTRACT DOCUMENTS WHEN THE CONTRACT IS EXECUTED. DO NOT SUBMIT THIS ADDENDUM PRINTOUT WITH YOUR SEALED BID.

MODIFY THE FOLLOWING (revisions in *underlined italics*):

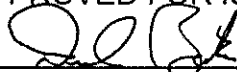
ADDITIONS/DELETIONS TO THE GENERAL CONDITIONS:

- ARTICLE 31 EQUAL EMPLOYMENT OPPORTUNITY, PAGE GENERAL CONDITIONS - 20

The Contractor shall not discriminate against employees or applicants for employment because of sex, race, color, religion, disability, age, ancestry, marital status, familial status, sexual orientation, gender identity ~~or~~ *and* expression, ~~or~~ national origin, *or genetic information*. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their sex, race, color, religion, disability, age, ancestry, marital status, familial status, sexual orientation, gender identity ~~or~~ *and* expression, ~~or~~ national origin, *or genetic information*. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

REPLACE PAGE GENERAL CONDITIONS - 20 WITH ATTACHED REVISED PAGE GENERAL CONDITIONS - 20A CONTAINING THESE CHANGES.

APPROVED FOR ISSUANCE BY:



Daniel Bates, Deputy Director

Department of Environmental Resources Management

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

**PROJECT NAME: Fullerton Island Public Use Facilities
PROJECT NO.: 2014ERM01
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INVITATION FOR BID

Sealed Bids will be received by the Board of County Commissioners, Palm Beach County (PBC), Florida, up to and opened at 2:00 P.M., local time, **August 5, 2014** in the PBC Department of Environmental Resources Management (ERM), Vista Center, 2300 N. Jog Road, 4th Floor, West Palm Beach, Florida, 33411-2743 for furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for the construction of a six-slip floating day dock with an aluminum gangway, a shade shelter, a hardened pathway, a picnic area, kiosk, signage, landscaping and concrete screenings for:

Project Name: Fullerton Island Public Use Facilities
Project No.: 2014ERM01

All conditions and requirements for bid submission, consideration, and award are contained in the Contract Documents, which include the plans and specifications. In order for PBC to better manage document content and disbursement, Contractors can download and print the Contract Documents free of charge from ERM's website: <http://www.pbcgov.com/erm/contracts/>. Printed copies can be purchased by submitting a Request Form and an \$85.00 payment of a non-refundable service charge. Payment can be made via check or money order payable to PBC Board of County Commissioners. Cash is also accepted for requests made in person. Partial sets will not be available. Printed copies of Contract Documents will not be issued unless the request is received at least 24 hours prior to Bid Opening. Contract Documents will be available on Wednesday, July 9, 2014.

A Non-Mandatory Pre-Bid Meeting will be held on Wednesday, July 16, 2014 at 2:00 PM at PBC, Vista Center, 2300 N. Jog Road, Room 1E-60, West Palm Beach, Florida 33411-2743. A Non-Mandatory site visit is scheduled for interested bidders on Thursday, July 17, 2014 at 10 AM at Burt Reynolds Park West, 805 N. U.S. Highway 1, Jupiter, FL 33477.

On October 1, 2002, the Board of County Commissioners adopted Ordinance No. 2002-064 (Small Business Enterprise Program) which provides for the establishment of Small Business Enterprise (SBE) goals. The minimum **SBE** goal for all County solicitations, inclusive of all Alternate Bid Items and change orders, is **15%**, which can be met through the use of any SBE certified by PBC. This goal is a minimum and no rounding will be permitted.

At the time of bid submission each bidder, and all identified subcontractors, must possess all professional licenses or certifications required by the State of Florida and/or PBC, as applicable, for performing the specified work. The Contractor shall perform with his own organization work amounting to 51% or more of the total contract amount, as amended, less the total amount for material/equipment purchase, surveying and engineering.

Bid proposals must be submitted on the forms provided by ERM and accompanied by a bid bond security in favor of Palm Beach County in the amount of not less than five percent (5%) of the base bid price. A public construction bond (100%) will be required within fourteen (14) calendar days of PBC's Notice of Intent to Award Contract. PBC reserves the right to waive any bid irregularities, informalities, or technical deficiencies and to reject all/any bids. Late bids will be rejected and the Bid Bond returned.

Please contact ERM at 561/233-2400 or erm-bidding@pbcgov.org with any questions.

By order of: The Board of County Commissioners, Palm Beach County, Florida

ATTEST:

SHARON R. BOCK, CLERK & COMPTROLLER
ROBERT ROBBINS, DIRECTOR, Department
of Environmental Resources Management

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BY: PRISCILLA A. TAYLOR, MAYOR

PUBLISH: Palm Beach Post
SUNDAY: July 6, 2014
SUNDAY: July 13, 2014

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

**Project Name: Fullerton Island Public Use Facilities
Project No.: 2014ERM01**

INSTRUCTIONS TO BIDDERS

SECTION DESCRIPTIONS

1. DEFINITIONS
2. LICENSES, BUSINESS TAX RECEIPT, POLICY REGARDING SUBCONTRACTORS
3. BIDDER'S REPRESENTATIONS
4. BIDDING DOCUMENTS
5. BIDDING PROCEDURE
 - 5.3 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM
6. CONSIDERATION OF BIDS AND AWARD OF CONTRACT
7. TIME
8. VOLUNTARY PARTNERING
9. PUBLIC BID DISCLOSURE COMPLIANCE
10. COST SAVINGS INCENTIVE
11. LIQUIDATED DAMAGES
12. LOBBYIST REGISTRATION - CONE OF SILENCE
13. LIVING WAGE
14. CRIMINAL HISTORY RECORDS CHECK
15. DRUG-FREE WORKPLACE CERTIFICATION
16. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL
17. DEPARTMENT SPECIFIC INSTRUCTIONS

1.0 Definitions

1.1 **Addendum or Addenda** - Written or graphic instrument(s) issued by the County via the Department's website, <http://www.pbcgov.com/erm/contracts/> prior to the submission of bids that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections or other type of modifications. Addenda shall become part of the Contract Documents when the Contract is executed. Bidder, upon obtaining Addenda, shall insert same into the Bidding Documents and is required to acknowledge that it has obtained all Addenda on the Bid Form.

1.2 **Alternate Bid Item** - An additive or deductive amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted by the County.

1.3 **Base Bid** - The sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be deducted for sum(s) stated in Alternate Bid Item(s).

1.4 **Bid** - A complete and properly signed offer to do the work or designated portion thereof, for the sums stipulated therein, submitted in accordance with the Bidding Documents. When combined with the completed, signed, sealed Attachments and required information, also referred to as Sealed Bid.

1.5 **Bid Schedule** - The Bidder's cost proposal for Work items.

1.6 **Bidder** - One who submits a Bid directly to the County, as distinguished from a sub-bidder who submits a bid to a Bidder.

1.7 **Bidding Documents** - The Invitation for Bid, Instructions to Bidders, Bid Form and Attachments, Bid Bond and Forms, the proposed Contract, the Contract Conditions (General, and, Supplemental, if included), appendices, technical specifications, permits, drawings, plans, exhibits thereto and any Addenda issued prior to the date designated for receipt of bids.

1.8 **Contract Documents** - Documents for bidding and execution of the awarded Work consist of the following:

1. Bidding Requirements - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments, including Bid Bond
2. Contract Forms - Contract, Public Construction Bond
3. Contract Conditions - General Conditions and Supplemental Conditions, if included
4. Appendices
5. Technical Specifications and attached Figures, Tables, Attachments, Appendices
6. Addenda
7. Permits
8. Drawings/Plans
9. Sealed Bid
10. Amendment(s), Change Order(s), Work Directive(s)

11. Required Contractor Submittals related to the Work

1.9 **Contractor** - The person or entity who is the successful bidder and who executes a contract with Palm Beach County and who is identified in the Contract and is referred to throughout the Contract Documents. Contractor may mean the Contractor or its authorized representative, as the contract context requires.

1.10 **County or Owner** - Palm Beach County, a political subdivision of the State of Florida, as represented by its Board of County Commissioners, and its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the Board of County Commissioners. The Board of County Commissioners has delegated contract and project management responsibilities to the Department of Environmental Resources Management (ERM). Where the word **approval** is mentioned, **approval** shall mean action by the Board of County Commissioners, or designated representative.

1.11 **Day or Days** - A calendar day or calendar days, unless otherwise specified in the Bidding or Contract Documents. A calendar day begins at 12:00:00 midnight and ends 24 hours later at 11:59:59 p.m.

1.12 **Department** - The Palm Beach County Department of Environmental Resources Management, 2300 N. Jog Road, 4th Floor, West Palm Beach, Florida, 33411-2743, as Lead Construction Department for bid advertisement, Sealed Bid receipt, evaluation and award.

1.13 **Front-end Loading** - This occurs on a Lump Sum and Unit Price Bid when a Bidder submits a relatively high price on items which are normally completed, or substantially completed, in the early phases of the Work.

1.14 **Invitation for Bid (IFB)** - A competitive bid process advertised by the County requesting sealed Bids from bidders for a project with detailed specifications. A formal Bid opening is scheduled.

1.15 **Local Preference** - Preference shall 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, bidders must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of any solicitation.

1.16 **Lump Sum and Unit Price Bid** - The sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents containing lump sum and unit price work items. For the purpose of determining the Base Bid amount on a Lump Sum and Unit Price Bid, the unit price costs multiplied by the estimated quantities contained in the Bidding Documents and the lump sum shall be added together.

1.17 **SBE** - Small Business Enterprise. A business certified by the County's Office of Small Business Assistance.

1.18 **Unbalanced Bid Item** - Bid items in which the lump sum or unit prices are not in line with industry standards or averages for the items. For a Bid to be balanced, each item must carry its proportionate share of direct cost, overhead and profit.

1.19 **Work** - The construction and services required by the Contract Documents and includes all labor, supervision, materials, equipment, and services provided by the Contractor to fulfill the Contractor's obligations.

2.0 Licenses, Business Tax Receipt, Policy Regarding Subcontractors

2.1 Bidders and their proposed subcontractors of any tier regulated by the Florida Construction Industry Licensing Board or the Construction Industry Licensing Board of Palm Beach County shall be properly qualified and licensed/certified by the appropriate Board or Boards as required by Florida Statute Chapter 489, or Special Act, Laws of Florida Chapter 67-1876 prior to the time of submission of the bid. As a minimum requirement, the Bidder, subcontractors of any tier, and specialty contractors, as a specific requirement of this Contract, are required to have a Palm Beach County Contractor's Certificate of Competency for the particular work to be performed prior to the time of submission of the Bid regardless of any exemptions granted elsewhere. State of Florida Contractor's Certification /Registration license numbers or Palm Beach County Certificate Numbers must be listed at the applicable places on the Bid Form. Any bid, which is submitted by a contractor who fails to comply with this section at the time the bid, is submitted, or which lists a subcontractor who is not in compliance with this section at the time the bid is submitted, may be rejected as non-responsive.

2.2 The Contractor, subcontractors of any tier, and specialty contractors must have a valid Palm Beach County Business Tax Receipt at the time of bid submission, except where provisions of F.S. 205.065 apply.

2.3 It is the County's policy to discourage contractors from seeking new subcontractor pricing after the award of a County contract, which practice is sometimes known as bid or subcontractor shopping. In order to facilitate this policy, Bidders are required to identify, in the Bid Documents, the subcontractors that Bidder, as the contractor, intends to use to perform the contract.

2.3.1 No Contractor, having been awarded any contract based upon the Contractor's response to an invitation for bid, request for proposal, request for qualifications, or other solicitation for competitive selection wherein the Contractor listed the subcontractors which the Contractor intended to use in performing such contract, shall replace any subcontractor listed in the Contractor's response to such request without having first demonstrated good cause, acceptable to the County in its sole discretion. The replacement of any SBE subcontractor shall also conform to the requirements of the County's SBE Program and paragraph 5.3.8 of these Instructions to Bidders.

2.3.2 No Contractor, having been awarded any contract based upon the Contractor's response to an invitation for bid, request for proposal, request for qualifications, or other solicitation for competitive selection wherein the Contractor listed the elements of work which the Contractor intended to perform with its own forces, shall perform such work with a subcontractor without having first demonstrated good cause, acceptable to the County in its sole discretion, for utilizing such subcontractor.

2.3.3 Contractor agrees that neither the County's acceptance nor rejection of the Contractor's request to replace or add any subcontractor shall give rises to any liability of any kind on the part of the County.

3.0 Bidder's Representations

3.1 Each Bidder by making its Bid represents that:

3.1.1 Bidder has satisfied itself, by personal examination of the location of the proposed Work and by thorough examination of the Contract Documents, that Bidder understands all requirements of the Work. In addition, Bidder has, to the extent Bidder determined to be necessary, satisfied itself regarding the accuracy of the estimate of the quantities of the Work to be done; and shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount of Work to be performed. Bidder is familiar with, and certifies that all work shall comply with, all Federal, State and Local laws, ordinances, rules and regulations that in any way affect the cost, progress or performance of the Work. Failure of a Bidder to be familiar with applicable laws, ordinances, rules and regulations will in no

way relieve Bidder from the responsibility of complying with the applicable laws, ordinances, rules and regulations.

3.1.2 The Bidder has included the cost for any item of Work not established by the Bid Schedule or Technical Specifications' payment provision(s) in some other applicable bid item, so that the Bid does reflect Bidder's total price for completing the Work in its entirety. In cases where the Technical Specifications' payment provision(s) relating to any unit price in the Bid Schedule requires that the unit price cover and be considered compensation for certain Work or material essential to the item, the Bidder shall not bid, measure or seek payment for this certain Work or material under any other pay item which may appear elsewhere in the Technical Specifications.

3.1.3 The County will make copies of such reports and drawings that are referenced in the Contract Documents available to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the Bidder is entitled to review the technical data contained therein for general information purposes only. County does not represent that the conditions reflected in such reports and drawings are the conditions which contractor will experience, but are based on best information available to the County.

3.1.4 Bidder assumes responsibility for having determined to its satisfaction, prior to the submission of its Bid, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the execution of the Work, the general and local conditions and all other matters which can in any way affect the Work of this Project. The prices established for the Work to be done will reflect all costs pertaining to the Work.

3.1.5 By submission of its Bid, each Bidder affirms that it has, at its own expense, performed any additional examinations, investigations, explorations, tests, surveys, or studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface and underground utilities) at or contiguous to the Site or otherwise, prior to Bidding which may affect the cost, progress or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents and/or it has satisfied itself with respect to such conditions and it shall make no claims against the County if, on carrying out the Work, it finds that the actual conditions do not conform to those indicated.

3.1.6 On request, the County will provide each Bidder access to the Site to conduct such investigations and tests, as each Bidder deems necessary for submission of its Bid. Bidder shall schedule such access in advance with the County by contacting the Department. Upon completion of such additional field investigations and tests, each Bidder shall completely restore disturbed areas to a condition equal to or better than the conditions, which existed prior to performance of the additional field investigations and tests.

3.1.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials, equipment and supplies are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the County, unless otherwise provided in the Contract Documents.

3.1.8 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of these Instructions to Bidders, that, without exception, the Bid is premised upon performing the Work required by the Contract Documents and that such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Work.

3.1.9 The Bidder shall not be entitled to any additional compensation or time extensions based upon alleged differing conditions that in the opinion of the County should have been reasonably anticipated by the Bidder.

3.1.10 The Bidder understands and agrees that the quantities of work or material stated in unit price items are supplied only to give an indication of the general scope of the Work and the County does not expressly or by implication agree that the actual quantity of the Work or material will correspond therewith. The County reserves the right after award to increase or decrease the quantity of any unit price item as necessary to complete the work contracted. Such increases or decreases may be authorized by the County at the unit price(s) as bid.

3.1.11 Scrutinized Companies (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by Bidder, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

3.2 As provided in Florida Statute 287.133(2)(a) a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By entering into this 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).

3.3 The Bidder must be an equal employment opportunity employer.

3.3.1 Pursuant to Executive Order 11246, as amended, Palm Beach County does have an Affirmative Action Program in connection with equal employment opportunities. It is recommended that those Bidders who have not initiated an Affirmative Action Program give consideration toward pursuing such programs.

3.4 The undersigned does hereby declare that it is the only person or persons interested in said Bid; that it is a genuine Bid not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that it is made without any connection with any person submitting another Bid for the same Contract; that this Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; that the Bid is in all respects fair and without collusion, fraud, or mental reservations; that no official of the County or any person in the employ of the County is directly or indirectly interested in said Bid or in the supplies of Work to which it relates, or in any portion of the profits thereof; and that Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

3.5 Local Preference

3.5.1. In accordance with Chapter 2, Article III, Division 2, Part D of the Palm Beach County Code (“Local Preference in Purchasing” section), a preference will be given to Bidders having a permanent place of business in Palm Beach County. Local preference means that if the lowest responsive, responsible Bidder is a regional or non-local business, then all bids received from responsive, responsible local Bidders are decreased by 5%, to a maximum of \$100,000 difference. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.

3.5.1.1 Glades Local Preference: In addition, if the project is located in the Glades area as defined in Section 2-80.42 of the Palm Beach County Code, a preference will be given to Bidders having a permanent place of business in the Glades area or to a local bidder who utilizes a Glades subcontractor(s) by a minimum of 15% of the total bid price. If the lowest responsive, responsible Bidder is a non-Glades business, then all bids received from responsive, responsible Glades Bidders are decreased by 5%, to a maximum of \$100,000 difference. If the lowest responsive, responsible Bidder is a non-Glades business, then all bids received from responsive, responsible non-Glades, local Bidders that utilize Glades subcontractors for a minimum of 15% are decreased by 3%, and for a minimum of 30% are decreased by 4%, to a maximum of \$100,000 difference. The original bid amount is not changed; the decrease is calculated only for the purposes of determining the Glades local preference.

3.5.2. To receive a local preference, a business must have a permanent place of business in existence prior to the County’s issuance of this Invitation for Bid. A permanent place of business means that the business’ headquarters is located in Palm Beach County or for the Glades preference in the Glades area; or, the business has a permanent office or other site in Palm Beach County or Glades area where the business will produce a substantial portion of the goods or services to be purchased.

3.5.3 A valid business tax receipt issued by the Palm Beach County Tax Collector will be used to verify that the business had a permanent place of business prior to the issuance of this Invitation for Bid. The name and address on the business tax receipt must be the same name and address that is included in the bid submitted to Palm Beach County. A Palm Beach County business tax receipt is required unless specifically exempted by law. In lieu of a Palm Beach County business tax receipt, the business’ current business tax receipt issued to the business should be included in the response.

3.5.4 The Bidder must submit the attached Certification of Business Location and/or “Certification of Business Location – Glades Subcontractor” as applicable along with a copy of the Bidder’s/subcontractor’s business tax receipt at the time of bid submission. Failure to submit the certification may cause the Bidder to not receive a local or Glades 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.

3.6 In the event of a conflict between this section of the Palm Beach County Code and Chapter 2, Article III, Division 2, Part C of the Palm Beach County Code (“Small Business Enterprise Program” section), the provisions of the Small Business Enterprise Program shall prevail.

3.7 Recycled Product Procurement

Pursuant to Chapter 2, Article I, Section 2-4 of the Palm Beach County Code (“Procurement of recycled paper products” section), subsection (f)(6), requests for proposal or qualifications issued by the County shall require all proposed contractors or consultants submitting proposals to agree to the following as a precondition to contract award:

- a. All reports submitted to the County by a contractor in fulfillment of contract obligations shall use recycled paper when it is available at a reasonable price and of satisfactory quality to meet contractual performance standards. For purposes of this paragraph, the price of recycled paper

shall be considered "reasonable" if its cost is no more than ten (10) percent higher than the lowest price offered for nonrecycled paper.

- b. Reports submitted to the County by contractors shall use both sides of paper sheets whenever practicable.
- c. Contractors shall be responsible for maintaining records documenting usage of recycled paper for reports submitted to the County in fulfillment of contractual obligations. Contractors shall submit such records to the County according to procedures to be established by the Director of Purchasing October 1, 1990.

4.0 Bidding Documents

4.1 Copies

4.1.1 Bidders may obtain complete sets of the Bidding Documents from the Department as indicated in the Invitation for Bid in the number desired and for the cost stated therein. Bidding Documents can be downloaded free of charge from the Department's website, <http://www.pbcgov.com/erm/contracts/>.

4.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; the County assumes no responsibility for errors or misinterpretations of Bidding Documents.

4.1.3 The County, by making copies of the Bidding Documents available on the above terms, does so only for obtaining Bids on the work and does not confer a license or grant for any other use. All information contained in the Bidding Documents is the sole property of the County and any unauthorized use is prohibited by law.

4.1.4 The Bidding Documents are the official source of information for each project. Bidding Documents will take precedence in the event of a conflict between the Bidding Documents, the Department's website, or any other source. While every effort is made to ensure the accuracy, accessibility, and timeliness of the Department's website, the Department cannot guarantee the information provided pursuant to the Palm Beach County Website Disclaimer.

4.2 Interpretation or Correction of Bidding Documents

4.2.1 Bidders shall promptly notify the County in writing of any ambiguity, inconsistency or error, which is discoverable upon examination of the Bidding Documents or of the site and local conditions. Failure to provide such notice shall constitute a waiver of any claims Contractor may have based on such ambiguity, inconsistency or error.

4.2.2 No interpretation or clarification of the meaning of, or correction or change to the Bidding Documents will be made to any bidder orally. Every request for such interpretation should be in writing and submitted to the Palm Beach County Department of Environmental Resources Management, Vista Center, 2300 N. Jog Road, 4th Floor, West Palm Beach, Florida, 33411-2743 at least five (5) business days prior to the date fixed for the bid opening. Written requests may be hand delivered, mailed, faxed to 561/233-2414, or E-Mailed to erm-bidding@pbcgov.org. Any and all such interpretations and any supplemental instructions will be in the form of written Addendum to the Contract Documents which, if issued, will be available for download from the Department's website. It is the responsibility of each Bidder to routinely check the Department's website for new addenda.

4.2.3 Governing Order of Contract Documents - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the order of

precedence will govern the interpretation of the Contract Documents prior to award of the contract, and, is set forth in the Technical Specifications.

After award, change orders, supplemental agreements, and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, permits, drawings and plans, the most restrictive requirements shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then County shall resolve the conflict in any manner which is acceptable to County and which comports with the overall intent of the Contract Documents.

4.2.4 Whenever reference is made to actions being performed with respect to dates and times set forth in the Invitation for Bid, such reference shall always be interpreted as including, by inference, "or as may be modified by pre-bid addenda".

4.3 Addenda

4.3.1 Copies of Addenda will be made available for inspection at the Department where Bidding Documents are on file for that purpose.

4.3.2 No Addenda will be issued later than seventy-two (72) hours prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids, one which includes postponement of the date for receipt of Bids, one whose content is limited to the listing of additional approved manufacturers and substitutions, or one which contains minor clarifications or changes.

4.3.3 Prior to submission of its Bid, each Bidder shall ascertain that it has obtained all issued Addenda released on the Department's website, <http://www.pbcgov.com/erm/contracts/>. The Bidder shall acknowledge that it has obtained all addenda by completing the acknowledgment space provided on the Bid Form. Failure of any bidder to obtain any such addendum shall not relieve any bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the Contract Documents.

5.0 Bidding Procedure

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on forms furnished by the County. Changes or additions to the Bid, recapitulations or changes in the work bid upon, alternative proposals as described in 5.1.9, or any other modifications of the Bid Form, Attachments to the Bid Form, which are not specifically called for in the Bid Documents may result in the County's rejection of the bid as non-responsive to the Invitation for Bid.

5.1.2 All blanks on the Bid Form and enclosures to the Bid Form shall be completed. The blanks in the Bid Form's Bid Schedule must be filled in for Bid Items with quantities, the Base Bid, and any Alternate Bid(s) indicated.

5.1.3 In the event there are unit price bid items provided in the Bid Form and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item in the Bid Form and the total indicated therein does not agree with the sum of the prices bid for the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where so indicated by the make-up of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

5.1.4 Any interlineation, alteration or erasure must be initialed, in ink, by the signer of the Bid Form. Failure to do so may result in possible rejection of Bid.

5.1.5 All requested, Alternate Bid Items shall be bid. If no change in the Base Bid is required, enter "No Change." The requirements in 5.1.1-5.1.4 also apply to Alternate Bid Items.

5.1.6 The Bidder shall provide on Attachment No. 5 to the Bid Form, the names and license or certificate numbers of all subcontractors who will perform work – both SBE and non-SBE subcontractors.

5.1.7 Each page of the Bid Form and Attachments to the Bid Form shall include, where requested, the legal name of the Bidder. The Bid Form shall also contain a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a contract, in ink with the signature in full:

John Doe Contracting Company
By: John Doe, President
P.O./Address
City, County, State, Zip Code

5.1.8 In the event a Bid is submitted by two (2) or more Bidders as a joint venture, such Bid shall be submitted in strict accordance with all applicable laws of the State of Florida, State Contractor License Law, and Rules and Regulations of the State Contractor's Board. The joint venture and all legal entities comprising the joint venture shall be jointly and severally liable and shall be required to submit and sign the Bid Form, execute the Bid Bond as listed Principals, and, if awarded the Contract, shall be required to execute the Contract and Public Construction Bond as listed Principals and provide insurance evidencing the joint venture and all legal entities as the insured.

5.1.9 No person, firm or corporation shall be allowed to submit, or have an interest in, more than one Bid for the same work unless alternative proposals are specifically requested by the County. A person, firm or corporation that has submitted a subbid to a Bidder is not, however, disqualified from submitting a subbid or quoting prices to other Bidders or submitting a prime Bid.

5.1.10 The following forms, together, comprise a Bid and must be submitted at the time identified in 5.4:

BID FORM	
ATTACHMENT NO. 1	BID BOND
ATTACHMENT NO. 2	SMALL BUSINESS ENTERPRISE (SBE)-MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE) SCHEDULES
ATTACHMENT NO. 3	CERTIFICATION OF BUSINESS LOCATION
ATTACHMENT NO. 4	CERTIFICATION OF BUSINESS LOCATION – GLADES SUBCONTRACTOR
ATTACHMENT NO. 5	LIST OF SUBCONTRACTORS
ATTACHMENT NO. 6	TRENCH SAFETY
ATTACHMENT NO. 7	LIVING WAGE CERTIFICATION
ATTACHMENT NO. 8	LIST OF RELATED WORK EXPERIENCE
ATTACHMENT NO. 9	DRUG-FREE WORKPLACE CERTIFICATION
ATTACHMENT NO. 10	CERTIFICATE (CORPORATION, LLC)

Omission of any of these attachments, except Attachment 3, 4 or 9 from the bid submission, or failure to properly complete any portion of the required forms, or failure to deliver the attachments at or before the times specified in paragraph 5.4 may be cause to reject the entire Bid. Failure to submit or to timely submit Attachment No. 3 or Attachment No. 4 will result in the loss of any local preference.

5.2 Bid Security, Project Bonds, Insurance, and Indemnity

5.2.1 Each Bid shall be accompanied by a BID SECURITY (in the form of, at Bidder's option, cashier's check, certified check, money order or Bid Bond in favor of the County) in the amount of at least five percent (5%) of the bid price pledging that the Bidder will within fourteen (14) calendar days after Notification from the County, enter into a contract with the County on the terms stated in its Bid and will furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish the required bonds and insurance, the amount of the bid security shall be forfeited to the County as liquidated damages, not as penalty. If a Bidder fails to execute a Contract for the project, the Bidder may be suspended or debarred from bidding on future projects for a period of two (2) years, in accordance with Section 2-56 of the Palm Beach County Code. The County may further pursue any and all remedies available against the Contractor for damages resulting from its failure to enter into a contract.

5.2.2 The bid bond shall be written on the Bid Bond form, included as part of the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety must be licensed to do business in the State of Florida and shall affix to the bond a certified and current copy of its power of attorney. If a bid bond is submitted on a form other than that provided, such submission shall result in the bid being declared non-responsive. Checks and money orders shall be made payable to Palm Beach County Board of County Commissioners and signed by the party whose bid it accompanies.

5.2.3 The County will have the right to retain the bid security of Bidders to whom an award is being, or may be, considered until either (a) the Contract has been executed and the bonds and insurance have been furnished by the successful Bidder, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

5.2.4 Bond Requirements

5.2.4.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the County may prescribe. Bonds may be secured through the Bidder's usual sources provided the Surety must be authorized to do business in the State of Florida.

5.2.4.2 Prior to execution of a Contract, and not later than fourteen (14) calendar days after notification from the County, the successful Bidder shall furnish contract bond(s) to the Department, on the forms provided in the bidding documents, as follows:

a. Public Construction Bond in the Amount of 100% of the Contract Price. Contractor shall record the bond and provide a certified copy of the recorded bond to County. No payment will be made for Work performed under the Contract until County has received the certified copy of the recorded Public Construction Bond.

Such Public Construction Bond shall incorporate by reference all of the terms and conditions of the Contract Documents, including but not limited to the Contractor and Surety's obligation for liquidated damages as well as Surety's acknowledgment regarding any and all provisions addressing or regarding "no damages for delay", as provided for in the General Conditions.

5.2.4.3 The Surety Company, in addition to the above requirements, shall be currently listed with the United States Department of Treasury for an amount greater than the contract amount. The Contractor, at the time of its execution of the contract, shall provide, with its Contract Bonds, a copy of the Surety Company's current valid Certificate of Authority issued by the United States Department of the Treasury under ss 31, U.S.C. 9304-9308.

5.2.4.4 The bonds shall be written on the forms included in the Contract Documents provided by the Department.

5.2.4.5 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of its Power of Attorney, reflecting his/her authority as Power of Attorney in the State of Florida.

5.2.5 Insurance Requirements - Prior to execution of a Contract and not later than fourteen (14) calendar days after Notification from Owner, the successful Bidder shall 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 County.

5.3 Small Business Enterprise (SBE) Program

5.3.1 - Policy: It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Section 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

5.3.2 - SBE Goals: The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

5.3.3 - Ranking of Responsive Bidders: Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- A. In evaluating competitive bids or quotes between one-thousand dollars (\$1,000) and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%; or
- B. In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than ten percent (10%).
- C. In evaluating bids in excess of one million dollars (\$1,000,000), the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000);
- D. In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder which the greatest SBE participation in excess of seven percent (7%) participation,

provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

This section applies only when price is the determining factor.

5.3.4 - Bid Submission Documentation: SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidder's own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

5.3.4.1 Schedule 1 - List of Proposed SBE and M/WBE Participation: This list shall contain the names of all SBE and M/WBE prime and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE and/or M/WBE Subcontractor: A Schedule 2 for each SBE and/or M/WBE Subcontractor listed on Schedule 1 shall be completed and signed by the proposed SBE and/or M/WBE Subcontractor. Subcontractors shall specify the type of work to be performed, the cost or percentage shall also be specified. Additional sheets may be used as needed.

5.3.5 - SBE Certification: Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the On-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification status.

5.3.6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes):

5.3.6.a Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

The Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

5.3.6.b The Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

5.3.6.c The Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

5.3.6.d The Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.

5.3.6.e The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.

5.3.6.f The Prime may only count toward its SBE goal the goods and services in which the SBE is certified.

5.3.7 - Responsibilities After Contract Award:

5.3.7.1 Schedule 3 - SBE-M/WBE Activity Form: This form shall be submitted by the Prime contractor with each invoice, or payment application when SBE and/or M/WBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE subcontractors specify the subcontracted dollar amount for each subcontractor, approved change orders; revised SBE contract amount; amount drawn this period; amount drawn to date; and payments to date issued to subcontractors with their starting date. This form is intended to be utilized on all non-professional services contracts. **Sections 2-80.24 and 2-80.26 of the Palm Beach County Code have sanctions for non-compliance with the SBE Program requirements, including suspension and debarment as a vendor and breach of contract remedies, including, but not limited to, all amounts paid to the Contractor under the Contract intended for expenditure with SBEs will be forfeited and recoverable by the County.**

5.3.7.2 Schedule 3(A) - Professional Services Activity Report: This form shall be submitted by the Prime consultants with each invoice, or payment application when SBE and/or M/WBE sub-consultants are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE sub-consultants, specify the subcontracted dollar amount for each sub consultant and show amount drawn and payments to date issued to sub-consultants. This form is intended to be utilized on all professional services contracts.

5.3.7.3 Schedule 4 - SBE-M/WBE Payment Certification: A Schedule 4 for each SBE and/or M/WBE sub shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub in the performance of the contract.

All contractors hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar value and/or percentage specified. Contractors agree to provide any additional information requested by the County to substantiate participation.

The successful contractor shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Form(s) (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

5.3.8 - SBE Substitutions or Modifications: After contract award, the Prime will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA for approval. Upon receiving approval of substitution for the SBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed SBE subcontractor. Subcontractors shall specify the type of work to be performed, the cost or percentage shall also be specified.

If the County's issuance of an alternate or change orders on a project results in changes in the scope of work to be performed by SBE's subcontractor listed at bid opening, the Prime must submit a modified completed and signed Schedule 2 that specifies the revised scope of work to be performed by the SBE, along with the price and/or percentage.

5.4 Timing of Submission of Bid Documents

5.4.1 - The following Bid Documents must be submitted by the date and time specified for the submission of bids in the Invitation for Bid. Submission of these documents after the date or time specified in the Invitation for Bid will result in the documents being rejected and returned to the bidder:

1. Bid Form
2. Bid Bond - Attachment No. 1 To Bid Form
3. SBE-M/WBE Schedules No. 1 and 2 of Attachment No. 2 To Bid Form
4. List of Subcontractors - Attachment No. 5 To Bid Form
5. Trench Safety - Attachment No. 6 To Bid Form
6. Living Wage Certification and required information - Attachment No. 7 To Bid Form
7. List of Related Work Experience and required information - Attachment No. 8 To Bid Form
8. Certificate (Corporation, LLC) - Attachment No. 10 To Bid Form

5.4.2 The list of SBE-M/WBEs to be used on the Contract, Attachment 2, Schedule 1 - List of Proposed SBE-M/WBE Participation and, for each SBE-M/WBE firm that is listed in Schedule 1, a letter of "Intent to Perform" (Attachment 2, Schedule 2 - Letter of Intent to Perform as an SBE-M/WBE) must be included with the Bid.

The Bidder shall provide, on Schedule No. 1 of Attachment No. 2 to the Bid Form, the firm name of each SBE-M/WBE listed. Receipt of this form and Attachment No. 5 to the Bid Form by the County does not imply or grant approval for the use of any subcontractor. The Contractor is completely responsible for ensuring that all subcontractors performing work pursuant to this Contract are licensed and otherwise qualified.

To be responsive to the SBE requirements, a Bidder must meet the stated goal.

5.5 Submission of Bids

5.5.1 One (1) original **Sealed Bid** shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

Project No.: 2014ERM01
John Doe Contracting Company's **Sealed Bid** for **Project Name:** Fullerton Island
Public Use Facilities
Palm Beach County Department of Environmental Resources Management
2300 N. Jog Road, 4th Floor
West Palm Beach, Florida, 33411-2743

No responsibility will be attached to the County for premature opening of or failure to open a Bid not properly identified. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing with the notation "SEALED BID ENCLOSED" on the face thereof.

5.5.2 Bids, including those sent by mail, must be received and deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

5.5.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.5.4 Oral, telephonic, fax, or electronic Bids are invalid and will not receive consideration.

5.6 Modification or Withdrawal of Bid

5.6.1 A Bid may not be modified, withdrawn, or canceled by the Bidder for the period after opening of Bids as stipulated on the Bid Form and each Bidder so agrees in submitting its Bid.

5.6.2 Prior to the time and date designated for submission of the Bid Documents, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for submission of the Bid Documents. Such notice shall be in writing over the signature of the Bidder and received by the Department before the date and time set for submission of the Bid Documents; and it shall be worded so as not to reveal the amount of the original Bid.

5.6.3 Withdrawn Bids may be resubmitted up to the time designated for the submission of the Bid Documents provided that the resubmitted bid is fully in conformance with these Instructions to Bidders.

5.6.4 Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

6.0 Consideration of Bids and Award of Contract

6.1 Opening of Bids - The Bids received on time will be opened publicly and will be read aloud at the time, or as soon thereafter as possible, on the date identified for submission of the Bid Documents at the location specified.

6.2 Rejection of Bids - The County reserves the right to reject any and all Bids, and/or to re-advertise, to waive any irregularities, informalities or technicalities therein, to negotiate Contract terms with the successful Bidder, to disregard all non-conforming, non-responsive, unbalanced or conditional Bids, or to accept any Bid which in the County's sole judgment will best serve the public interest. County reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without any liability against the County. In consideration of the County's evaluation of submitted Bids, the Bidder, by submitting its Bid, expressly waives any claim to damages or legal remedy, of any kind whatsoever, in the event the County exercises its rights provided for in this subsection.

6.3 Award of Contract

6.3.1 Award will be made to the lowest, responsive, responsible Bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation for Bid, to the Instructions to Bidders, Palm Beach County Code Sections 2-51 through 2-54, as amended and to Florida law. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within two (2) business days of the County's request, The Post Bid Information identified in Appendix B to the General Conditions. Each Bidder must, upon request, provide evidence that, as of the date of Bid Document submission, Bidder, and the listed subcontractors, were qualified to do business in the State of Florida and Palm Beach County.

6.3.2 Bid tabulations with recommended awardees, will be posted at the location where bids were opened, for review by interested parties, prior to award by the Board of County Commissioners, and will remain posted for a minimum period of five (5) business days. Failure to file a protest to the Director of Purchasing during the 5 day period following initial posting shall constitute a waiver of proceedings under Section 2-55 of the Palm Beach County Code.

6.3.3 The County, in accordance with Title VI of the Civil Rights Act of 1964, affirmatively ensures that in any contract entered into pursuant to the Invitation for Bid, SBEs will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration of award.

6.3.4 The dollar amount for award of this Contract shall be the lowest total of the Base Bid, combined with any of the Alternate Bid Item(s) selected by the County in its sole discretion. The County reserves the option to award, reject or re-bid Alternate Bid Item(s) in any sequence or at any time deemed to be in the best interest of the County, and, with no recourse to the Contractor.

6.3.4.1 The amounts bid for each Alternate Bid Item not selected by the County as a part of the initial contract award, shall constitute an ongoing and open offer and the prices stated in the Sealed Bid shall be maintained for a minimum period of one (1) year, or the duration of the contract whichever is shorter. If the County opts to accept an Alternate Bid Item(s) within the time frame identified above but after the time at which such activity fits into the Contractor's approved schedule so as to cause a time or monetary impact, the cost of the Alternate Bid Item(s) can be adjusted accordingly. However, in no instance shall the Contractor be entitled to extended home office overhead costs as a result of the County exercising this option.

6.3.5 Bids which are determined by the County to be unbalanced bids or which contain unbalanced line item pricing when compared to competitor's bids for the same item and standard industry prices, and which significantly deviate from the County's determination of acceptable line item pricing, may be rejected by the County in accordance with established County procedures. The County has a formal, written policy (PPM #CW-O-042) against front-end loaded projects. A copy of this policy is available upon request.

6.4 Disqualification of Bidders - Any of the following causes is considered sufficient to disqualify a Bidder, and reject its Sealed Bid.

1. Interest by the same person or company in more than one bid.
2. Collusion among or between bidders.
3. Unbalanced bids; that is bids in which the price bid is out of all proportion to the other bids received.
4. Lack of responsibility on the part of the Bidders. (For example, no bidder would be considered responsible if it had recently failed to satisfactorily carry out any previous contract with Palm Beach County).
5. Lack of experience or capital on the part of the Bidder. Evidence of experience, ability, financial standing and machinery available may be required of any bidder.
6. Substantial evidence of bad character or dishonesty.
7. Lack of current applicable certification and/or license for the purpose of performing the specified work.
8. Any cause listed under Section 2-80.26 of the Palm Beach County Code as amended.
9. History of unsuccessful claims asserted by Bidder against public owners in the State of Florida, such as to establish a trend of improperly asserted claims.
10. Any other cause that, as a matter of law renders the Bid non-responsive or non-responsible.

7.0 Time - Time is of the essence in all contract documents. The successful Bidder, shall enter into a Contract with the County, shall commence the work to be performed under the Contract on the date set by the County in the written notice to proceed, and shall continue the work with due diligence and shall agree to complete the entire work as specified in the Bid Form.

8.0 Voluntary Partnering - The objective of partnering is to establish a partnership charter and action plan between the County and Contractor to identify and achieve reciprocal goals. This partnership will not change the legal relationship of the parties to the Contract nor relieve either party from any of the terms of

the Contract. This partnership will be bilateral in make-up and only if participation is desired by the Contractor. Any cost associated with developing this partnership must be agreed to by both parties, in writing and will be shared equally.

If both the County and Contractor agree to partnering, the County's representative and the Contractor's representative will meet and plan a partnering development seminar/team building workshop. At this planning session, arrangements will be made to select a facilitator, determine workshop attendees, develop an agenda and location. Participants shall include the key project personnel, representatives of the subcontractors, utilities, regulatory agencies and others will be invited. Management personnel consisting of the Director-level head of the Division or Department and a Corporate Officer or other person representing ownership of the Contractor shall also participate in the partnering workshop and its implementation.

Follow-up workshops may be held throughout the duration of the Contract as agreed to by the County and Contractor.

9.0 Public Bid Disclosure Compliance - All fees including, but not limited to, certificate of occupancy permit fees and inspection fees payable by the Contractor to the County by virtue of this project will be waived by the County. However, the Contractor shall be responsible for any and all inspection fees for failed densities. Permits and fees that are required by the State of Florida or any state agency or by any other governmental agency are not waived. The requirement that all contractors and subcontractors of any tier be properly licensed or certified is not waived and no fees required to be paid by any contractor or subcontractor related to licensing and certification are being waived. All contractors and subcontractors, identified in the bid documents, who work in trades required to be licensed or certified by the Palm Beach County Construction Industry Licensing Board are required to have such licenses or certificates in place at the time of bid submission.

10.0 Cost Savings Incentive - The Costs Savings Incentive provisions of the General Conditions shall apply.

11.0 Liquidated Damages - If the Bid Form indicates that liquidated damages apply to this Contract, then they will be assessed at the rate(s) set forth in the Bid Form. County and Contractor agree that time is of the essence in the performance of this Contract and agree that the damages which County will suffer in the event that Contractor finishes the project after the completion dates set forth in this Contract are certain but will be difficult, if not impossible, to quantify. Therefore, Contractor and County agree that the rate(s) set forth in the Bid Form are a reasonable estimate of the amount of damages that County will suffer in the event Contractor does not timely complete the Contract. Contractor and County agree that these liquidated damages shall be assessed as damages, as provided in the Contract Documents, and that they are not, and shall never be considered to be, a penalty.

12.0 Lobbyist Registration - Cone of Silence

The Contractor shall comply with the provisions of Chapter 2, Article VIII of the Palm Beach County Code ("Lobbyist Registration" section). Section 2-355 of this section of the Palm Beach County Code includes a "Cone of Silence" provision that prohibits any communication, except written communication, regarding any Competitive Solicitation between:

- (a.) Any Person or Person's Representative seeking an award from such Competitive Solicitation;
- and
- (b.) Any County Commissioner, County Commissioner's staff, or, for those construction contracts less than \$200,000, the ERM Director/Deputy Director.

With regard to this Cone of Silence, please note the following:

12.1 For the purposes of this Section, a Competitive Solicitation includes an: Invitation for Bid ("IFB"), Request for Qualification ("RFQ"), Request for Proposal ("RFP"), or, any other competitive solicitation, for a contract amount that equals or exceeds \$50,000 (Mandatory Bid or Proposal Amount).

12.2 For the purposes of this Section,

- (a) Person shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations (profit or not-for-project), professional corporations, or associations, and all other groups or combinations however constituted; and
- (b) Person's Representative shall include, but shall not be limited to, the Person's employee, partner, officer, director, consultant, Lobbyist, or any actual or potential subcontractor or consultant of the Person.

12.3 The "Cone of Silence" shall be in effect as of the deadline to submit the proposal, bid, or other response to a Competitive Solicitation. The Cone of Silence shall remain in effect and subject to the terms of this section for any Person or Person's Representative who responds to a Competitive Solicitation, and such response is either rejected by the County or withdrawn by the Person or Person's representative. Each Competitive Solicitation shall provide notice of "Cone of Silence" requirements and refer to this section of the Palm Beach County Code.

12.4 The provisions of this section of the Palm Beach County Code shall not apply to oral communications at any public proceeding, including pre-bid conferences; oral presentations before selection committees; contract negotiations during any public meeting; presentations made to the Board of County Commissioners (Board), and protest hearings. Further, the "Cone of Silence" shall not apply to contract negotiations between any County employee and the intended awardee; any dispute resolution process following the filing of a protest between the Person filing the protest and any Employee, or any written correspondence at any time with any County employee, County Commissioner, County Commissioner's staff, advisory board member, selection committee member, unless specifically prohibited by the applicable Competitive Solicitation process.

12.5 The "Cone of Silence" shall terminate at the time the Board, or a County Department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

12.6 Violations of this section of the Palm Beach County Code are punishable by a fine of \$250.00 per violation. Willful violations of the Cone of Silence will be referred to the State Attorney for prosecution in the same manner as a second degree misdemeanor which, upon conviction, is punishable by a fine of up to \$500, imprisonment of up to 60 days, or both.

12.7 Any contract entered into in violation of the Cone of Silence provisions in this section shall render the transaction voidable.

13.0 Living Wage

13.1 The Contractor shall comply with the provisions of Chapter 2, Article IV, Division 3 of the Palm Beach County Code ("County Living Wage Ordinance" section). Pursuant to this section of the Palm Beach County Code, construction contractors and subcontractors are required to pay each employee a living wage hourly rate (a) of at least \$11.64 per hour effective October 1, 2013 through September 30, 2014, (b) of at least \$11.80 per hour effective October 1, 2014 through September 30, 2015, and (c) as adjusted annually for inflation effective each October 1st thereafter per Section 2-149(b)(2) of the Palm Beach County Code.

13.2 Implementation - This information shall serve to notify the Contractor of the implementation requirements as referenced in Section 2-150 of the Palm Beach County Code, as stated below. A copy of

this section of the Palm Beach County Code is available from the Department. The costs for implementing these requirements shall be incidental to the cost of the project.

13.3 Procurement Specifications - This section of the Palm Beach County Code shall apply to all construction contracts exceeding \$100,000 in value that are not subject to the Davis-Bacon Act or any related act or amendments that require Davis-Bacon wage rates. This section of the Palm Beach County Code shall apply to construction related services meaning any service, other than a professional service as defined by Section 2-52 of the Palm Beach County Code, consisting of work or labor performed directly upon the site of work and directly related to construction. This section of the Palm Beach County Code also requires that the prospective contractors and subcontractors agree to produce, upon the request of the Department, or as otherwise provided by the County Administrator through countywide policy, all documents and payroll records required under this section of the Palm Beach County Code.

13.4 Bid Submission Documentation - The Bidder shall submit a completed and signed "Living Wage Certification" form included as Attachment No. 7 to the Bid Form, along with the required information. Subcontractors must provide the Certification to the Bidder, who may be requested from time to time to forward the Certification(s) to the Department.

13.5 Notice Requirements - The successful Bidder shall 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:



PALM BEACH COUNTY LIVING WAGE
October 1, 2013, through September 30, 2014

This notice is provided in accordance with Chapter 2, Article IV, Division 3 of the Palm Beach County Code ("County Living Wage Ordinance" section) and reflects the adjusted living wage effective October 1, 2013 through September 30, 2014.

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 **\$11.64** 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 **\$11.64** 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 **\$11.64** pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.



PALM BEACH COUNTY LIVING WAGE
October 1, 2014, through September 30, 2015

This notice is provided in accordance with Chapter 2, Article IV, Division 3 of the Palm Beach County Code (“County Living Wage Ordinance” section) and reflects the adjusted living wage effective October 1, 2014 through September 30, 2015.

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 **\$11.80** 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 **\$11.80** 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 **\$11.80** pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

Posting requirements will not be required if the employer attaches a copy of the preceding Notice to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. The Bidder shall forward a copy of the requirements of this section of the Palm Beach County Code to any person or business submitting a bid for a subcontract.

13.6 Maintenance of Payroll Records – The successful Bidder and subcontractors shall maintain and preserve payroll records and basic records relating thereto for each employee 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.

13.7 Reporting Payroll - Every six (6) months the successful Bidder shall certify and file with the Department, certification that all employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this section of the Palm Beach County Code. Each subcontractor must submit the certification to the successful Bidder, who may be requested from time to time to forward the certification(s) to the Department. Upon the County's request, the successful Bidder and subcontractors shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period.

14.0 Criminal History Records Check

14.1 If Contractor's employees, any tier subcontractors, consultants, vendors, repair persons, or delivery persons (Contractor Directed Personnel) are required under this Contract to enter any facility owned, operated or leased by the County that has been determined by Resolution R2013-1421, as amended, to be critical to security or public safety (Critical Facility), the Contractor shall comply with the provisions of Palm Beach County Code, Sections 2-371 - 2-377 ("Criminal History Record Check" section). Pursuant to this section of the Palm Beach County Code, the County will conduct a fingerprint based criminal history record check (CHRC) on Contractor Directed Personnel. The Contractor acknowledges and agrees that all Contractor Directed Personnel who are to perform work in a Critical Facility will be subject to a fingerprint based CHRC.

14.2 The bidder understands that it is solely responsible for the financial, schedule and/or staffing implications of compliance with this section of the Palm Beach County Code and represents and warrants that its bid price includes any direct or indirect costs (not including the Florida Department of Law Enforcement/Federal Bureau of Investigation fees which will be paid directly by the County) associated with complying with this section of the Palm Beach County Code.

14.3 In accordance with County PPM #CW-L-044, the Contractor must complete the fingerprint and CHRC process prior to commencement of work within a Critical Facility. The Contractor shall provide the Department with completed contractor/subcontractor forms for each company and CHRC application forms for Contractor Directed Personnel six (6) weeks prior to commencement of work. The Department will submit the CHRC request to the County's Electronic Services and Security Division of the Facilities Development and Operations Department (ESS)/Access Section. The Contractor shall coordinate appointments for Contractor Directed Personnel fingerprinting with the ESS/Access Section. Those Contractor Directed Personnel clear of disqualifying offenses will be granted a photo identification card, which must be worn at work at all times. A list of disqualifying offenses is available upon request. Any Contractor Directed Personnel found to have a disqualifying criminal offense will be denied unescorted access to the project or assigned an escort at the County's discretion. The Contractor will be charged a nominal fee for lost cards. All cards shall be returned to the Department prior to closeout and final payment of the Project.

15.0 Drug-Free Workplace Certification

A Bidder should submit with its Bid an executed Drug-Free Workplace Certification (Attachment No. 9 to the Bid Form) indicating that the Bidder has implemented a Drug-Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes.

16.0 Palm Beach County Office of the Inspector General

The 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 audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bids or any resulting contracts.

17.0 Department Specific Instructions

17.1 During the course of the Project, Contractor can expect to receive and agrees to execute, when required, certain project related documents in a form substantially similar to those attached as Appendix A.

17.2 The Department may require the submission of the Post-Bid Information pursuant to section 6.3.1 of these Instructions to Bidders to be submitted in substantially the form attached as Appendix B to the General Conditions. The Department may, in its sole discretion, require more or less information than the information required by Appendix B and Contractor agrees to provide such information as Department may require.

17.3 If the Contractor wants to have the Department consider the use of alternate or "or equal" products other than those specified in the contract documents, then Contractor shall submit such products to the Department on the County's form provided in the Bid Form Section along with Contractor's Primary Bid Documents. However, Contractor shall not base its bid on these proposed products. Contractor's Bid must be based on the products specified in the Contract Documents or it will be rejected as non-responsive.

17.4 There will be no Early Completion Incentive for this Contract.

17.5 If a Mandatory Pre-Bid Visit and/or Meeting is required in the Invitation for Bid, sealed bids will only be accepted from firms attending the Mandatory Pre-Bid Visit and Meeting. If less than three (3) firms attend the Mandatory Pre-Bid Visit and Meeting, the County reserves the right to waive this requirement.

END OF SECTION

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY**

**Project Name: Fullerton Island Public Use Facilities
Project No.: 2014ERM01**

BID FORM AND ATTACHMENTS

TABLE OF CONTENTS AND CHECKLIST

<u>SECTION DESCRIPTION</u>	<u>BID PACKAGE MUST INCLUDE:</u>	
1.0 BID FORM (pgs 1-7)	filled out, signed, notarized	✓ (✓) _____
2.0 BID BOND - Attachment No. 1 (pgs 8-9)	filled out, signed, sealed, with Power of Attorney attached	✓ _____
3.0 SMALL BUSINESS ENTERPRISE (SBE)-MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (M/WBE) SCHEDULES - Attachment No. 2 (pgs. 10-12)	Schedule 1 filled out with Schedule 2's for each SBE-M/WBE subcontractor, and, if applicable, Prime listed on Schedule 1, signed	✓ _____
4.0 CERTIFICATION OF BUSINESS LOCATION - Attachment No. 3 (page 13)	filled out, signed, and, if applicable, copy of Business Tax Receipt	✓ _____
5.0 CERTIFICATION OF BUSINESS LOCATION - GLADES SUBCONTRACTORS - Attachment No. 4 (page 14)	filled out, signed, and, if applicable, copy of Business Tax Receipt	✓ N/A _____
6.0 LIST OF SUBCONTRACTORS - Attachment No. 5 (page 15)	filled out	✓ _____
7.0 TRENCH SAFETY - Attachment No. 6 (page 16)	filled out, signed, notarized	✓ _____
8.0 LIVING WAGE CERTIFICATION - Attachment No. 7 (page 17)	filled out, signed, sealed, <u>with information requested</u>	✓ _____
9.0 LIST OF RELATED WORK EXPERIENCE - Attachment No.8 (page 18)	filled out, <u>with information requested</u> , including copies of licenses/certificates	✓ _____
10.0 DRUG-FREE WORKPLACE CERTIFICATION - Attachment No. 9 (page 19)	filled out, signed	✓ _____
11.0 CERTIFICATE (CORPORATION, LLC) - Attachment No. 10 (page 20i, ii)	filled out, signed, sealed, notarized	✓ _____

BID FORM

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

DATE: 8/5/14

To: Palm Beach County Board of County Commissioners
Department of Environmental Resources Management
2300 N. Jog Road, 4th Floor
West Palm Beach, Florida, 33411-2743

From: Bidding Firm identified on Page(s) Bid Form 5

1.1 Having carefully examined the Bid and Contract Documents and Drawings for the Project entitled **Project Name: Fullerton Island Public Use Facilities, Project No.: 2014ERM01** as well as the premises and conditions affecting the Work, and confirming that the site(s) was/were visited, as required, by

Gerald Cass on 7/17/14
(Name of Person) (Date)

the undersigned hereby declares that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal as principals, and that this proposal is made without collusion with any person, firm, or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed Work and the source of supply of materials, and we hereby agree to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations within the time limit specified in this proposal for the following lump sum (fixed price):

Base Bid Price: Three hundred twenty two thousand two hundred fifty four and 00/100
(written out)

(\$ 322,254.00) which sum is hereinafter referred to as the (numeric)
"Base Bid".

1.2 The undersigned acknowledges that it has included with its Bid the required Bid Security for not less than five percent (5%) of the total amount of its Base Bid.

(Remainder of page intentionally left blank)

1.3 The Bidder shall be bound by the terms of its Bid Proposal for a period of one hundred twenty (120) calendar days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from the County within the above 120 day period, then the Bidder will be bound by the Bid Proposal as submitted. If the County fails to issue a Notification from the County to the successful Bidder within the above identified 120 day period, the successful Bidder will not be required to honor its Bid Proposal unless otherwise agreed to by both parties. County anticipates, but does not guarantee the award of bid and written notice to proceed within ninety (90) calendar days of Notification from the County, absent the filing of a timely bid protest.

1.4 The County's established goal for SBE participation for this solicitation, inclusive of all alternates and change orders, is 15%. The total can be met through the use of any SBE certified by Palm Beach County. This goal is a minimum and no rounding will be accepted.

1.5 It is agreed that the undersigned has obtained all issued Addenda released on the Department's website, <http://www.pbcgov.com/erm/contracts/> and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # 1 dated 7/16/14 Addendum # 2 dated 7/23/14
Addendum # 3 dated 7/30/14 Addendum # _____ dated _____

1.6 Time is of the essence. The undersigned Bidder agrees that, if awarded the Contract hereunder, it shall (a) commence the Work (Commencement Date) to be performed under the Contract on the date set by the County in its written notice to proceed, (b) continue the Work with diligence, and (c) Substantially Complete all Work under this Contract within one hundred eighty (180) calendar days after the Commencement Date. The Contract Time for Substantial Completion on this project includes eight (8) Inclement Weather calendar days. Final Completion shall be thirty (30) calendar days after Substantial Completion and shall be specified in the Punch list. The undersigned agrees that, if awarded the Contract, it shall complete said separable portions of Work in accordance with such date(s). Substantial Completion is defined in the General Conditions.

1.6.1 Should the Contractor (or in the event of a default, its Surety) fail to achieve Substantial Completion by the contractually established date, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the Contractual end date, until certification of Substantial Completion and acceptance has been given by the County. The Liquidated Damages rate is \$725.00 per calendar day through the date of certification of Substantial Completion.

1.6.2 Should the Contractor (or in the event of a default, its Surety) fail to achieve Final Completion within the time specified in the Punch list, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the date specified in the Punch list, until certified for Final Completion. The Liquidated Damages rate is \$725.00 per calendar day through the date of certification of Final Completion, except as provided in Paragraph 1.6.1 above.

Liquidated Damages due the County may be deducted from payments due the Contractor, or may be collected directly from the Contractor or its surety or sureties. The liability of the Contractor and its Surety or Sureties for delay damages shall be joint and several. These provisions for liquidated damages shall not prevent the County, in case of the Contractor's default, from terminating the right of the Contractor to proceed as provided in General Conditions.

1.7 The Costs Savings Incentive provisions of the General Conditions are in effect for this Contract.

1.8 If the undersigned is notified of the acceptance of this bid, the Bidder agrees to execute within fourteen (14) calendar days, a Contract for the above Work, complete with all required insurance certificates and bond forms, and any resolutions or other documentation the department may reasonably require. The

undersigned further agrees to furnish a sufficient and satisfactory bond on the form herein provided, in the sum of not less than 100% of the contract price of the Work as indicated by the contract prices shown herein.

1.9 Statement of Membership on a Palm Beach County Government Committee:

The Bidder shall complete the following statement by checking the appropriate boxes:

The Bidder, including any of its principals, is () is not () a member of any Palm Beach County Government Committee.

If a committee member, the Bidder, including any of its principals, has () has not () filed a statement with the Palm Beach County Supervisor of Elections and the Commission on Ethics disclosing the nature of interest in this submitted Bid.

1.10 The undersigned does hereby declare that the Bid covers all expenses of every kind incidental to the completion of said Work and the Contract therefore, including all claims that may arise through damages or other causes whatsoever. The undersigned does hereby declare that it shall make no claim on account of any variation from any estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconception of the nature of the Work to be done or the grounds, subsurface conditions, or place where the Work is to be done.

1.11 ENCLOSURES:

- ATTACHMENT NO. 1 BID BOND
- ATTACHMENT NO. 2 SMALL BUSINESS ENTERPRISE (SBE)-MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (M/WBE) SCHEDULES
- ATTACHMENT NO. 3 CERTIFICATION OF BUSINESS LOCATION
- ATTACHMENT NO. 4 CERTIFICATION OF BUSINESS LOCATION - GLADES SUBCONTRACTOR
- ATTACHMENT NO. 5 LIST OF SUBCONTRACTORS
- ATTACHMENT NO. 6 TRENCH SAFETY
- ATTACHMENT NO. 7 LIVING WAGE CERTIFICATION
- ATTACHMENT NO. 8 LIST OF RELATED WORK EXPERIENCE
- ATTACHMENT NO. 9 DRUG-FREE WORKPLACE CERTIFICATION
- ATTACHMENT NO. 10 CERTIFICATE (CORPORATION, LLC)

Respectfully Submitted,

Ferreira Construction Co., Inc.

(Name of Bidding Firm)

100 SE Salerno Road, Stuart, Fl. 34997

(Bidding Firm's Address)
772-286-5123

(Bidding Firm's Phone #)
772-286-5139

(Bidding Firm's Fax #)
caseyc@ferreiraconstruction.com

(Bidding Firm Contact's Email Address)

By: [Signature]
(Authorized Signature)

Gerald Cass Vice President
(Signatory Name & Title)

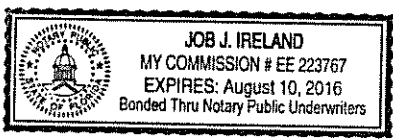
State of FLORIDA

County of MARTIN

Subscribed and Sworn to (or affirmed) before me on 8/5/14 (date) by
GERALD S CASS (name).

He/She is personally known to me or has presented _____ (type of identification) as identification.

[Signature]
Notary Public Signature and Seal
Print Notary Name and Commission Number
JOB J. IRELAND EE 223767



Above Bidder is:

(X) Corporation () Partnership/Joint Venture () Limited Liability Company () Sole Proprietorship

CONTRACTOR DATA:

Bidder's License or Certificate Number (as applicable): CGC-1509418

Contractor's Federal Tax No: 22-3334957

Palm Beach County Vendor #: _____

CORRECTED BID SCHEDULE

PROJECT NUMBER: 2014ERM01
 PROJECT NAME: FULLERTON ISLAND PUBLIC USE FACILITIES
 CONTRACTOR NAME: Ferreira Construction Co., Inc.
 DATE: August 15, 2014

	BASE BID ITEMS	QTY	UNIT	UNIT COST	TOTAL COST
1	MOBILIZATION & DEMOBILIZATION	1	LS	\$101,283.60	101,283.60
2	CONSTRUCTION SURVEYS & AS BUILT DRAWINGS	1	LS	\$17,400.00	17,400.00
3	PRESTRESSED 14" SQUARE CONCRETE PILINGS	404	LF	\$142.00	57,368.00
4	45' ALUMINUM GANGWAY	1	LS	\$15,550.00	15,550.00
5	SHADE SHELTER ROOF	1	LS	\$14,320.00	14,320.00
6	SHADE SHELTER BENCH	2	LS	\$1,740.00	3,480.00
7	4" THICK CONCRETE FLATWORK (WITH STEEL MESH) (INCL. COMPACTION & CONCRETE TESTING)	195	SY	\$122.00	23,790.00
8	CONCRETE LANDING WITH REINFORCEMENT	3	CY	\$1,699.00	5,097.00
9	INSTALL CONCRETE PICNIC TABLES (SUPPLIED BY OTHERS)	5	LS	\$666.00	3,330.00
10	INSTALL PREFABRICATED KIOSK (SUPPLIED BY OTHERS)	1	LS	\$610.00	610.00
11	CRUSHED AGGREGATE - NO. 1 SCREENINGS	120	TONS	\$105.00	12,600.00
12	SIGNAGE - ENTRANCE SIGN (MANUFACTURE & INSTALL)	1	LS	\$5,300.00	5,300.00
13	<i>SOPHORA TOMENTOSA</i> (NECKLACE POD) 3 GAL., 3' O.C.	14	EA	\$14.50	203.00
14	<i>ARGUSIA GNAPHALODIES</i> (SEA LAVENDAR) 3 GAL., 3' O.C.	8	EA	\$29.75	238.00
15	<i>SESUVIUM PORTULACASTRUM</i> (SEA PURSLANE) 1 GAL. 1' O.C.	27	EA	\$6.20	167.40
16	<i>IVA IMBRICATA</i> (BEACH ELDER) 1 GAL. 2' O.C.	122	EA	\$7.50	915.00
17	SIX SLIP FLOATING DOCK (MAIN DOCK, GANGWAY FLOAT, FINGER PIERS, MOORING CLEATS, PILE GUIDES, PILE ROLLERS)	1	LS	60,400.00	60,400.00
				BASE BID \$	322,052.00

BID SCHEDULE

PROJECT NUMBER: 2014ERM01
 PROJECT NAME: FULLERTON ISLAND PUBLIC USE FACILITIES
 CONTRACTOR NAME: Ferreira Construction Co. Inc.
 DATE: august 5, 2014

	BASE BID ITEMS	QTY	UNIT	UNIT COST	TOTAL COST
1	MOBILIZATION & DEMOBILIZATION	1	LS	\$101,283.60	\$101,283.60
2	CONSTRUCTION SURVEYS & AS BUILT DRAWINGS	1	LS	\$17,400.00	\$17,400.00
3	PRESTRESSED 14" SQUARE CONCRETE PILINGS	404	LF	\$142.00	\$57,570.00
4	45' ALUMINUM GANGWAY	1	LS	\$15,550.00	\$15,550.00
5	SHADE SHELTER ROOF	1	LS	\$14,320.00	\$14,320.00
6	SHADE SHELTER BENCH	2	LS	\$1,740.00	\$3,480.00
7	4" THICK CONCRETE FLATWORK (WITH STEEL MESH) (INCL. COMPACTION & CONCRETE TESTING)	195	SY	\$122.00	\$23,790.00
8	CONCRETE LANDING WITH REINFORCEMENT	3	CY	\$1,699.00	\$5,097.00
9	INSTALL CONCRETE PICNIC TABLES (SUPPLIED BY OTHERS)	5	LS	\$666.00	\$3,330.00
10	INSTALL PREFABRICATED KIOSK (SUPPLIED BY OTHERS)	1	LS	\$610.00	\$610.00
11	CRUSHED AGGREGATE - NO. 1 SCREENINGS	120	TONS	\$105.00	\$12,600.00
12	SIGNAGE - ENTRANCE SIGN (MANUFACTURE & INSTALL)	1	LS	\$5,300.00	\$5,300.00
13	SOPHORA TOMENTOSA (NECKLACE POD) 3 GAL., 3' O.C.	14	EA	\$14.50	\$203.00
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17	SIX SLIP FLOATING DOCK (MAIN DOCK, GANGWAY FLOAT, FINGER PIERS, MOORING CLEATS, PILE GUIDES, PILE ROLLERS)	1	LS	\$60,400.00	\$60,400.00
BASE BID					\$ 322,254.00

LIST OF PROPOSED SUBSTITUTE EQUIPMENT AND MATERIALS

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

CONTRACTOR NAME: Ferreira Construction Co. Inc.

DATE: 8/5/14

The Bidder may provide in the spaces below, proposed alternate equipment or materials to be furnished that will result in a cost savings to the County. The associated total decrease in equipment or material price from the base bid price shall be indicated in the adjacent column. Proposed substitute materials/equipment and associated cost savings shall not be utilized by the Bidder in the preparation of their base bid.

The selection of substitute equipment or materials shall be at the sole discretion of the County. Adjustment of the Contract Price to include selected alternate equipment or materials shall only be accomplished by an executed Change Order to the Contract.

Equipment/Material Type	Substitute Manufacturer/ Model	Quantity	Total Deductive Amount for Substitute Equipment/Materials
N/A			N/A

The Bidder shall not be eligible for the cost sharing provisions of Section 72 of the General Conditions for Substitute Equipment/Materials listed above.

ATTACHMENT NO. 1 TO BID FORM
BID BOND

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

DATE: July 30, 2014

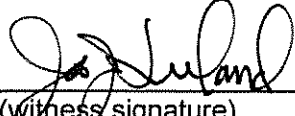
KNOW ALL MEN THESE PRESENT: That we, Ferreira Construction Southern Division Co., Inc (hereinafter called "Principal"), and Fidelity and Deposit Company of Maryland (hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, (hereinafter called "County") in the sum of Five Percent (5%) of Bid Amount Dollars, (\$ 5% of bid amount), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **Project Name:** Fullerton Island Public Use Facilities **Project No.:** 2014ERM01 in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check, money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the Bidder would, if given a Notification from the County, enter into a written contract with the County, and furnish a public construction bond in an amount equal to one hundred (100%) of the total Contract, within fourteen (14) consecutive calendar days after the County issues the Notification from the County.

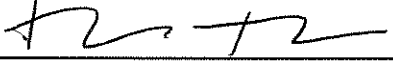
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii) furnishes a public construction contract bond in the amount equal to one hundred percent (100%) of the total contract amount and in a form satisfactory to the County, then this obligation shall be void. If the Principal fails to complete (i) and (ii) above, the sum herein stated shall be due and payable to the "County", and the "Surety" herein agrees to pay said sum immediately upon demand of the "County", in good and lawful money of the United States of America, as liquidated damages for failure of said "Principal."

IN WITNESS WHEREOF, the undersigned have made and executed this Bid Bond as of the Date above written.



(witness signature)
JOB J. IRELAND

(witness name printed)

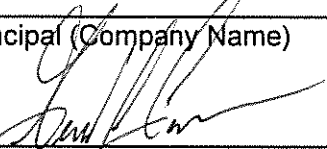


(witness signature)
Torre Taylor

(witness name printed)

Ferreira Construction Southern Division Co., Inc

Principal (Company Name) (Seal)

By: 

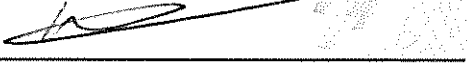
Signature
Gerald S. Cass

Print Name
Its: VP

Title

Fidelity and Deposit Company of Maryland

Surety (Name) (Seal)

By: 

Signature
Michael Marino

Print Name
Its: Attorney-in-Fact

Title
1450 Brickell Avenue, Suite 3090, Miami FL 33131

Address

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael MARINO, of MIAMI, Florida**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of June, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gerald F. Haley

By: _____

*Assistant Secretary
Gerald F. Haley*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 5th day of June, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President**, and **GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30 day of July, 2014.



Geoffrey Delisio

Geoffrey Delisio, Vice President

ATTACHMENT NO. 2 TO BID FORM

**SMALL BUSINESS ENTERPRISE (SBE)-MINORITY/WOMEN
OWNED BUSINESS ENTERPRISE (M/WBE) SCHEDULES**

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

CONTRACTOR NAME: Ferreira Construction Co. Inc.

DATE: August, 5, 2014

THESE SCHEDULES MUST BE COMPLETED AS APPLICABLE AND DEFINED IN INSTRUCTIONS TO BIDDERS SECTION 5.3 AND MUST BE SUBMITTED IN ACCORDANCE WITH PARAGRAPH 5.4.2 OF THE INSTRUCTIONS TO BIDDERS

- Schedule 1 - LIST OF PROPOSED SBE-M/WBE PARTICIPATION
- Schedule 2 - LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PARTICIPATION

PROJECT NAME OR BID NAME: Fullerton Island Public Use Facilities PROJECT NO. OR BID NO: 2014ERM01
 NAME OF PRIME BIDDER: Ferreira construction Inc. ADDRESS: 100 SE Salerno Road, Stuart, Fl 34997
 CONTACT PERSON: Gerald Cass PHONE NO.: 772-286-5123 FAX NO.: 772-286-5139
 BID OPENING DATE: August 5, 2014 USER DEPARTMENT: Environmental Resources Management

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

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Sea Diversified 21 NW 2nd Ave, Delray Beach, Fl 33444	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	xx	\$9,400.00
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total _____ \$9,400.00

Total BASE Bid Price \$ 322,254.00 SBE-M/WBE Participation Dollar Amount and/or Percentage of Work on BASE Bid 0.03%

I hereby certify that the above information accurate to the best of my knowledge _____
 Signature _____ Title Vice President

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

Revised 7/2/2013

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

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

PROJECT NUMBER: 2014ERM01 PROJECT NAME: Fullerton Island Public Use Facilities

TO: Ferreira Construction Co., Inc.
(Name of Prime Bidder)

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

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

Date of Palm Beach County Certification: _____

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

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	<u>Surveying & Mapping Services</u>	<u>1-ls</u>	<u>\$9,400.00</u>	<u>\$9,400.00/0.03</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage \$9,400.00
(SBE Prime or Subcontractor's quote)

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

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

Price or Percentage N/A
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

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

SEA DIVERSIFIED, LLC
(Print name of
SBE-M/WBE Company)

By: [Signature]
(Signature)

William T. Sadler, Jr., P.E., P.S.M. / President
Print name/title of person executing on behalf
of SBE-M/WBE

Revised 7/2/2013

Date: 8/5/14

**ATTACHMENT NO. 3 TO BID FORM
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, bidders must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of any solicitation. 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 ("Certification") along with the required Business Tax Receipt at the time of bid submission. This Certification 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 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.

_____ **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.

XX _____ **Regional Business** The Bidder has a permanent place of business in Broward, Martin, or Miami-Dade County.

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 Gerald Cass, as
(Name of Individual)

Vice President, of Ferreira Construction Co., Inc.
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. 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.



(Signature)

8/5/14
(Date)

Not Applicable on this Project

ATTACHMENT 4 TO BID FORM
CERTIFICATION OF BUSINESS LOCATION – GLADES SUBCONTRACTOR

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to non-Glades business utilizing Glades subcontractors providing services to be utilized in a project located in the Glades. To receive a local preference, Glades subcontractors must have a permanent place of business in the Glades prior to the County's issuance of any solicitation. 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 subcontractors permanent place of business. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid submission. This Certification 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 Glades local preference. Please note that in order to receive a Glades local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the bid.

I. Subcontractor is a: **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.

II. Subcontractor's Scope of Work and Bid Price:

Scope of Work: _____

Bid Price: _____

Business Address: _____

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

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)
_____, of _____
(Title/Position) (Firm Name of Subcontractor)

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the subcontractor on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business.

(Signature)

(Date)

ATTACHMENT NO. 5 TO BID FORM
LIST OF SUBCONTRACTORS

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

CONTRACTOR NAME: Ferreira Construction Co.Inc.

DATE: August 5, 2014

A list of all SBE and non-SBE subcontractors, including subconsultants, to be utilized on the project shall be provided herein. This list of subcontractors and their license numbers shall be included with the Bid Documents. Refer to Instructions to Bidders, Paragraph 5.4. The Contractor shall complete all information (Trade, Subcontractor, License/Certificate Number) in all categories that apply. Suppliers or off-site fabricators are not to be listed.

The purpose of this list is to discourage "sub-shopping" in general, and to provide a basis for the implementation of the substitution provisions of this Contract (Instructions to Bidders 2.3). The receipt of this Attachment in no way constitutes approval or disapproval by the County of any subcontractor listed. Failure to furnish all information may result in rejection of bid.

Following are all the SBE and non-SBE subcontractors to be used if the undersigned is awarded the contract.

<u>TRADE</u>	<u>SUBCONTRACTOR</u>	<u>LICENSE/CERTIFICATE NO.</u>
Surveying	Sea Diversified	PSM- LS5859 SDI- LB&342
Landscaping	Florida Exotic	2000625363
Roofing	total Roofing Systems Specialist Inc.	CCC1330109

ATTACHMENT NO. 6 TO BID FORM
TRENCH SAFETY AFFIDAVIT

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

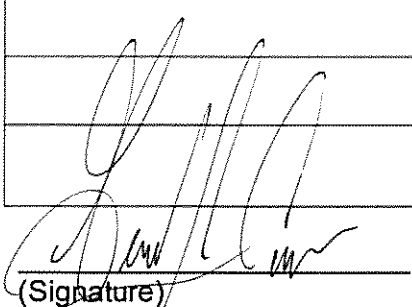
CONTRACTOR NAME: Ferreira Construction Co. Inc.

DATE: August 5, 2014

FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE.

Ferreira Const. Co. (NAME OF CONTRACTOR) hereby provides written assurance that the Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statute 553.60 through 553.64 inclusive (1990), "Trench Safety Act". The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price, including any Alternate Bid Price, are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attached additional sheets as necessary)

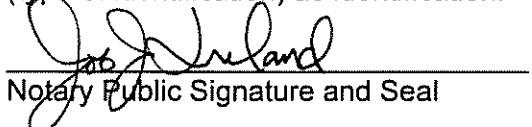
Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost (Per Linear ft. of trench, or per sq. ft. of shoring)
N/A		
NO PROPOSED EXCAVATION		
	TOTAL	


 (Signature)

8/5/14 Title: Vice President
 (Date)

State of FLORIDA
 County of MARTIN

Subscribed and Sworn to (or affirmed) before me on the 5th day of AUG, 20 14 by GERALD S. CASS who is personally known to me or has presented _____ (type of identification) as identification.


 Notary Public Signature and Seal

JOB J. IRELAND EE 223767
 Print Notary Name and Commission Number

ATTACHMENT NO. 7 TO BID FORM
LIVING WAGE CERTIFICATION

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

CONTRACTOR NAME: Ferreira Construction Co., Inc.

CONTACT PERSON: Gerald Cass

CONTRACTOR ADDRESS: 100 SE Salerno Road

Stuart, Florida 34997

CONTRACTOR PHONE: 772-286-5123

BID AMOUNT: _____

1. Brief description of the service provided under the construction contract. _____
construction of facilities at Fullerton Island

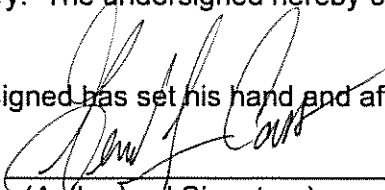
2. A statement of wage levels for prospective employees. _____
Laborer- \$12.00/hr; Carpenter- \$16.00 /hr; Operator-\$17.00/hr

3. A commitment to pay each employee a living wage hourly rate (a) of at least \$11.64 per hour effective 10/01/2013 through 9/30/2014, (b) of at least \$11.80 per hour effective 10/01/2014 through 9/30/2015, and (c) as adjusted annually for inflation effective each October 1st thereafter per Section 3B of the PBC Living Wage Ordinance (please indicate). Ferreira Construction agrees

4. The Bidder/subcontractor(s) shall post a copy of the Notice to Employees (see Instructions to Bidders) 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 (please indicate). Ferreira Construction agrees

Attach additional sheets as necessary. 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 5th day of AUG, 2014.



(Authorized Signature)

Gerald Cass, Vice President

(Print name and title)

(Corporate Seal)

ATTACHMENT NO. 8 TO BID FORM
LIST OF RELATED WORK EXPERIENCE

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

CONTRACTOR NAME: Ferreira Construction Co., Inc.

DATE: August 5, 2014

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the Work specified. The Bidder is to submit the following information here with its Bid:

- A. Experience record showing the Bidder has a minimum of three (3) years experience in similar work and similar scale.
- B. List a minimum of three (3) references complete with location, dates of contracts, and names, addresses and telephone numbers of owners.
- C. List of equipment and facilities owned by the bidder or listed subcontractors to do the Work.
- D. List of equipment and facilities to be leased by the bidder or listed subcontractors to do the Work.
- E. Copies of licenses/certificates from state licensing board(s), including County Contractor's Certificate of Competency License and a current Palm Beach County Business Tax Receipt if Bidder is located in Palm Beach County.

Failure to submit the above requested information may be cause for rejection of your Bid.

[ATTACH ADDITIONAL PAGES AS NECESSARY]

LIST OF REFERENCES

1. Owner's Name & Address: Sailfish Point Property Owners Association
6929 SE Marina Way, Stuart, FL 34996

Project: Seawalls, Dredging, Infrastructure Repairs

Contact Person E. J. Ewing

Telephone: () 772-225-1001 Fax: () 772-225-1504 E-Mail: ewing@sailfishpoint.com

2. Owner's Name & Address: Hinckley Yacht Services
4550 SE Boatyard Drive, Stuart, FL 34997

Project: Seawalls, Dredging, Docks, Infrastructure Repairs and Pile Jackets

Contact Person Brian Donnelly

Telephone: () 772-287-0923 Fax: () 772-286-8037 E-Mail: bdonnelly@hinckleyyachts.com

3. Owner's Name & Address: City of Riviera Beach
PO Drawer 10682, Riviera Beach, FL 33419

Project: Combined Fishing and Working Pier w/ Dredging

Contact Person Benjamin Guy

Telephone: () 772-845-4180 Fax: () 772-842-5105 E-Mail: bguy@rivierabch.com

4. Owner's Name & Address: Martin County Engineering Department
2401 SE Monterey Road, Stuart, FL 34996

Project: Manatee Pocket Boardwalk

Contact Person Paul Bangs, P.E.

Telephone: () 772-463-2848 Fax: () 772-288-5789 E-Mail: pbangs@martin.fl.us

Work Experience

RiverWalk Crossovers & Decking
Contract- \$25,938.99
City of Stuart, Fl.
2010

Combined Fishing Pier and Dredge
Contract – \$1,018,530.63
City of Riviera Beach
9/27/2010

Bird Island Stabilization
Contract- \$398,500.00
Martin County, Florida
12/20/2011

Okeechobee Waterway Maintenance Dredging
Contract- \$479,000.00
Florida Inland Navigation District
5/21/2012

Equipment List

609-2006 JD180C rubber tire excavator
613-1972 alum boat 18' HIN # mak222880579
722-2005 push boat (Lady Alexandra) 25.5'x12'x5' 1167548
748-2007 volvo excavator EC290B80947
836-(Randi Girl) 1961 tug boat 49.1'x16.7'x6.7' 286896
724-2002 steel barge 100'x28'x6' HIN # flzcy396g002
724-2002 steel barge 102'x30'x7' HIN # flzcy401g002

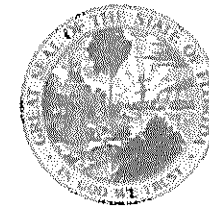
RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1509418	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



GARCIA, DICTINIO
FERREIRA CONSTRUCTION SOUTHERN DIVISION CO INC
31 TANNERY ROAD
BRANCHBURG NJ 08876



ISSUED: 05/29/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1405290002031

**ATTACHMENT NO. 9 TO BID FORM
DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

IDENTICAL TIE BIDS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their bids the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid to be deemed non-responsive.

Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

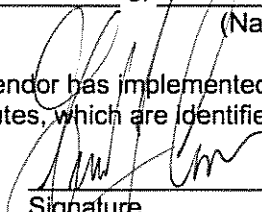
THIS CERTIFICATION is submitted by Gerald Cass the

Vice President (Individual's Name)

(Title/Position with Company/Vendor) of Ferreira Construction Co., Inc.

(Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.



Signature

August 5, 2014

Date

**ATTACHMENT NO. 10 TO BID FORM
CERTIFICATE (Corporation)**

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

1. That he/she is the **Secretary** of Ferreira Construction Co. Inc., a corporation organized and existing in good standing under the laws of the State of New Jersey 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 5th day of August, 2014, 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.

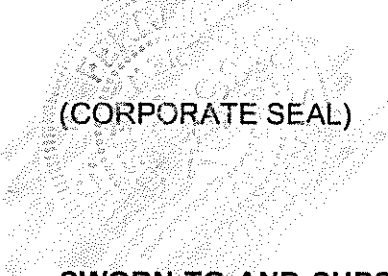
RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

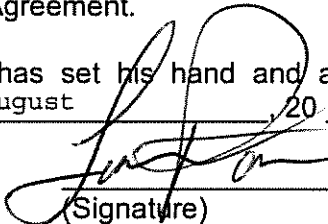
FURTHER RESOLVED, that Lou Pacheco (name), the Vice President (title) of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

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

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

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 5th day of August, 2014.



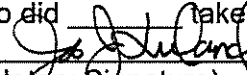


(Signature)

LOU PACHECO

(Print Signatory's name
Its Secretary)

SWORN TO AND SUBSCRIBED before me this 5th day of AUGUST, 2014, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.



(Notary Signature)
JOB J. IRELAND

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

State of Florida at Large
My Commission Expires:
8/10/16

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20___, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **FERREIRA CONSTRUCTION CO., INC.**, hereinafter referred to as the "Contractor".

WITNESSETH:

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

PROJECT NAME: Fullerton Island Public Use Facilities
PROJECT NO.: 2014ERM01

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

- A - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments 1 through 10
- B - Completed Bonds and Insurance Forms
- C - General Conditions, Supplemental General Conditions and Appendices A, B
- D - Technical Specifications, including Figures, Tables, Attachments, Appendices
- E - Addenda
- F - Permits
- G - Drawings/Plans

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of **three hundred and twenty-two thousand and fifty-two dollars (\$322,052.00)**. The prices named in the Bid are for the completed work and all expenses, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification(s) and/or license(s) for performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this Contract shall be as stated in the Bid Form. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

Assistant County Attorney

Daniel Bates, Deputy Director
Department of Environmental Resources Management

(Corporate Seal)

CONTRACTOR:

Ferreira Construction Co., Inc.
(Corporate Name)

a New Jersey corporation
(insert state of corporation)

(witness signature)

By: _____
(signatory)

(witness name printed)

(print signatory's name & title)

_____, 20____
(Contractor's signature date)

100 SE Salerno Road
(Contractor's Official Address)
Stuart, FL 34997-6304

(Contractor's City, State, Zip Code)
223334957

(Federal Tax No.)
VS0000002236

Palm Beach County Vendor #
Same as above

Payment Remittance Address

**CERTIFICATE
(Corporation)**

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

1. That he/she is the **Secretary** of _____, a corporation organized and existing in good standing under the laws of the State of _____ 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 _____ day of _____, 20_____, 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 _____ (name), the _____ (title) of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

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

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

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the _____ day of _____, 20 _____.

(Signature)

(CORPORATE SEAL)

(Print Signatory's name)
Its Secretary

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

(Notary Signature)

(Print Notary's Name) **NOTARY PUBLIC**
State of Florida at Large
My Commission Expires:

END OF SECTION

PUBLIC CONSTRUCTION BOND

BOND NUMBER: _____

BOND AMOUNT: _____

CONTRACT AMOUNT: \$322,052.00

CONTRACTOR'S NAME: Ferreira Construction Co., Inc.

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S PHONE: _____

SURETY COMPANY: _____

SURETY'S ADDRESS: _____

OWNER'S NAME: PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

OWNER'S ADDRESS: Palm Beach County
c/o Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

OWNER'S PHONE: (561) 233-2400

PROJECT NAME: Fullerton Island Public Use Facilities

PROJECT NO.: 2014ERM01

DESCRIPTION OF WORK: Construction of a six-slip floating day dock with an aluminum gangway, a shade shelter, a hardened pathway, a picnic area, kiosk, signage, landscaping and concrete screenings.

PROJECT LOCATION: 800 U.S. Hwy 1, Jupiter, FL – 500 feet west of Burt Reynolds Park West;
PCN#'s 30-43-40-31-00-000-7010; 30-43-41-06-00-010-0010; 30-43-41-06-00-011-0010; 30-43-41-06-00-000-3010

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
c/o Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Dollars (\$ _____)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 20___, entered into a contract with the County for

Project Name: Fullerton Island Public Use Facilities
Project No.: 2014ERM01

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 20___, between Principal and County for the construction of **Project Name:** Fullerton Island Public Use Facilities, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.

Ferreira Construction Co., Inc.
Principal (Company Name) (Seal)

(witness signature)

By: _____
Signature

(witness name printed)

Print Name

Its: _____
Title

Surety (Name) (Seal)

(witness signature)

By: _____
Signature

(witness name printed)

Print Name

Its: _____
Title

Address

END OF SECTION

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

**Project Name: Fullerton Island Public Use Facilities
Project No.: 2014ERM01**

GENERAL CONDITIONS

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1 Definitions

Wherever the words or terms defined in this section or pronouns used in their stead occur in the Specifications or other Contract Documents, they shall have the meanings herein given.

Application for Payment - The Construction Application and Certificate for Payment form, including a schedule of values worksheet, furnished by the County which is to be used by the Contractor to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

Bonds - Bid, Public Construction Bond, and other instruments that protect against loss due to inability, failure or refusal of the Contractor to perform the Work specified in the Contract Documents.

Change Order - A document signed by the Contractor and the County that authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after execution of Contract.

Commencement Date - Date fixed in the Notice to Proceed as the start date of Contract Time.

Construction Manager - An employee of the Contractor who shall be in attendance at the project site during performance of the Work and shall represent the Contractor.

Contract - The written agreement between the County and the Contractor covering the Work to be performed; when other documents are attached to the Agreement they become part of the Contract. Permits, submittals, Drawings, Plans, Shop Drawings, Change Orders, Field Orders, Work Directives and Written Amendments become part of the Contract when approved. The Contract is also referred to as the Agreement. May also be referred to as "Contract Documents."

Contractor's Fee - A mutually acceptable fixed fee for Overhead and Profit, or, if none can be agreed upon, a fee specified in the General Conditions based on a percentage of the Work.

Contract Price - The total monies payable by the County to the Contractor under the terms and conditions of the Contract Documents.

Contract Time - The number of successive calendar days stated in the Contract Documents for the completion of the Work. This time includes an allowance for delays due to Inclement Weather of 16 calendar days per 12 months.

Critical Path - A sequence of inter-dependent tasks that determine the duration of the Project.

Daily Field Report - A field report prepared by the Contractor documenting site activity for that day and submitted to the County.

Defective Work - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to the County's recommendation of final payment.

Design Professional - An individual, firm or corporation that had or has a Contract with the County for the Project's engineering design.

Drawings - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent and scope of the Work to be performed, which have been prepared and approved by the County and/or the Design Professional, and which are considered a part of the Contract Documents.

Effective Date of the Contract - The date indicated in the Contract on which it was executed, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

Field Order - A written order by the County that does not affect the cost or time of performance of the Work.

Final Acceptance or Completion - The date the project is finally accepted by the County.

Inclement Weather - A normal work day during which the Contractor was unable to perform critical path work due to adverse weather or sea conditions for a continuous period of more than four (4) hours during that day as documented in the Daily Field Report.

Lands - Project area, including staging areas, right(s)-of-way, easements.

Laws and Regulations; Laws or Regulations - Laws, rules codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

Liquidated Damages - Damages assessed for Contractor's failure to complete the Work within the Contract Time, including any change(s) to Contract Time authorized by Change Order(s) and Written Amendment(s).

Normal Working Hours - Normal working hours declared by the Contractor at the start of the Project and limited by the County as specified in the Technical Specifications.

Notice to Proceed - The written notice issued by the County, or its authorized agents, to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The entire construction to be performed as provided in the Contract Documents.

Project Manager - The County's Project Manager designated by the Department of Environmental Resources Management to be the primary contact with the Contractor for the Project.

Proper Application for Progress Payment or Final Payment - Contractor's Construction Application and Certificate for Payment which conforms with all statutory requirements and to all requirements of the Contract Documents.

Punchlist - A listing of Defective Work and incomplete Work on the Project, or a specified Part, issued by the County after Substantial Completion. The Punchlist shall establish a date for completion of corrective Work.

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or on behalf of the Contractor to illustrate some portion of the Work, and

all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

Special Test - Testing required by the County, and not required, or not required in the frequency specified in the Contract Documents.

Specifications - (Same definition as for Technical Specifications hereinafter).

Subcontractor - An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Substantial Completion - The date as determined by the County, as evidenced by the County's definitive Certificate of Substantial Completion, when the construction of the entire Project (or a specified part thereof) is sufficiently completed, in accordance with the Contract Documents, so that the entire Project (or a specified part) can be utilized for the purposes for which it is intended. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

Supplier - A manufacturer, fabricator, provider, distributor, materialman or vendor.

Technical Specifications - Those portions of the Contract Documents consisting of general requirements, written technical descriptions of materials, equipment, products, supplies, manufactured articles, standards and the execution of the Work.

Underground Utilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

Work Directive - A written directive to the Contractor issued on or after the Effective Date of the Contract, signed by the County, ordering an addition, deletion or revision in the Work in response to an emergency or in the case of an inability to agree upon the amount of compensation of a requested change. The Contractor shall proceed upon receipt of a Work Directive to complete the work on a "cost plus" basis in accordance with Article 43, Paragraph A.3.C. A Work Directive may not change the Contract Price or Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive shall be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price and/or Contract Time, as amended by prior Change Order(s) and Written Amendment(s).

Written Amendment - A written amendment of the Contract Documents, signed by the Palm Beach County Board of County Commissioners, Palm Beach County, Florida and the Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly work-related aspects of the Contract Documents.

2 Preliminary Matters

When the Contractor delivers the signed Contracts to the County, the Contractor shall also deliver to the County such Bonds and Insurance Policies, Certificates or other documents as the Contractor may be required to furnish in accordance with the Contract Documents.

The County shall furnish to the Contractor two (2) sets and one (1) CD of the Contract Documents. Additional quantities of the Contract Documents shall be furnished at reproduction cost.

The County and the Contractor have the option to mutually agree to implement a partnering cooperative approach to problem solving.

3 Before Starting Construction

The Contractor shall submit to the County for review and approval those documents identified in the Technical Specifications. Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall notify the County, in writing, of all conflicts, errors, inconsistencies, or omissions that it may discover; and obtain specific instructions in writing from the County before proceeding with any part of the Work affected thereby. The Contractor shall not take advantage of any apparent error or omission which may be found in the Contract Documents, but the County shall be entitled to make such corrections therein and interpretations thereof, as it may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct at its own expense all Work improperly constructed through failure to notify the County and request specific instructions.

4 Pre-construction Conference

Following the execution of the Contract and prior to start of construction, a pre-construction conference shall be scheduled by the County, which shall be attended by the Contractor. This conference may include representatives of the County, local utilities, municipal representatives, regulatory agencies, other contractors performing work in the area for the County, and any other party that may be deemed as necessary for the orderly performance of the Contract. However, this does not relieve the Contractor of the responsibility of contacting local utilities and any other necessary agencies or contractors.

The purpose of the conference shall be to develop a mutual understanding relative to details of the Project, including all documentation and reporting requirements, daily administration of the Project, and the working relationship between the Contractor and the County. The County shall review with the Contractor the Contract Documents, procedures for handling Shop Drawings, submissions identified herein, lines of contractual and administrative authority, submittal schedules, construction methods and schedules. A letter of record shall be written by the County documenting all items discussed at the conference and a copy will be provided to the Contractor. Subsequent meetings may be scheduled to reconfirm mutual understanding immediately prior to the construction or during construction.

5 Intent and Amending Contract Documents

A. Intent

The Contract Documents comprise the entire Contract between the County and Contractor concerning the Work and supersedes all other writings, oral agreements, or representations. The Contract Documents are complementary, so that any Work exhibited in the one shall be executed just as if it has been set forth in all, in order that the Work shall be completed in every respect according to the complete design or designs as decided and determined by the County. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.

It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for.

In the event of a conflict, omission, error or discrepancy in the Contract Documents, the Contractor shall promptly notify the County. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth in the Technical Specifications.

The captions or subtitles of the several Articles and Divisions of these Contract Documents constitute no part of the context hereof, but are only labels to assist in locating and reading the provisions hereof.

From time to time during the progress of the Work, the County may furnish supplementary drawings attached to a Change Order, a Field Order, a Work Directive, or as a response to the Contractor's request for additional information, as it determines necessary to show changes or define the Work in more detail, and these also shall be considered as part of the Contract Documents.

B. Amending and Supplementing the Contract Documents

1. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 - a. A formal Written Amendment
 - b. A Change Order
 - c. A Field Order
 - d. A Work Directive

As indicated in Articles **43** and **48**, Contract Price and Contract Time may only be changed by a Change Order or Written Amendment.

2. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
 - a. A Field Order
 - b. The County's approval of a Shop Drawing or Sample, provided that Contractor has called such variation or deviation from the contract requirements to the attention of the County in writing in accordance with Article **71**, which specifically identifies the change
 - c. The County's written interpretation or clarification of the Intent of the Contract Documents

6 Reuse of Documents

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing or furnishing any of the Work under a Contract with the County shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents (or copies of any thereof) prepared by the County for use on the Work, and they shall not reuse any of them on extensions of the project or any other project without prior written consent of the County.

7 Occupying Private Land

The County shall furnish, as indicated in the Contract Documents, the Lands upon which the work is to be performed, Rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. It is the Contractor's responsibility to perform the work within the legally described Limits of the Lands. The Contractor shall provide for all additional Lands and access thereto required for temporary construction facilities or storage of equipment and materials.

The Contractor shall not (except after written consent from the proper parties) enter or occupy with personnel, tools, equipment or materials, any land outside the rights-of-way or property of the County. Upon request of the County, the Contractor shall give a copy of the written consent to the County.

8 Work in State and County Rights-of-Way and Easements

When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property, the Contractor shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which shall permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

9 Work Adjacent to Telephone, Power, Water, Sewer, Drainage, Cable TV and Gas Company Structures

In all cases where Work is to be performed near utilities including telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas in which Work is to be performed, prior to the actual performance of any Work in these areas, and shall take all actions necessary to protect such facilities from damage.

10 Use of Public Streets

The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by the Contractor and the streets cleaned to the satisfaction of the County and the County Engineering Department, the Florida Department of Transportation, or other local agency having jurisdiction, as applicable.

11 Site Conditions

In the preparation of the Contract Documents, the County has relied on available reports and tests of conditions taken at the job site. Such reports are not guaranteed as to their accuracy or completeness and are not part of the Contract Documents except to provide available information. The County does not warrant or guarantee the accuracy or correctness of this material with respect to actual conditions.

The Contractor shall be responsible for having determined to its satisfaction, prior to the submission of its Bid and entering into this Contract, the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following:

those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities, and through verification with local utility companies and the County, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and character and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of Contractor to acquaint itself with any applicable condition shall not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract. The prices established for the Work to be done shall reflect all costs pertaining to the Work.

12 Obstructions

The information and data shown or indicated in the Contract Documents with respect to existing underground utilities at or contiguous to the site and reports of prior property ownership of the site are based on information and data furnished to the County by the owners of such Underground Utilities or others. The County is not responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which shall be considered as having been included in the Contract Price.

All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across all excavations. Where it is necessary to temporarily interrupt services, the Contractor shall notify the owner(s) or occupant(s) of such facilities, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the Contractor shall obtain permission from their owner(s), or shall make suitable arrangements for their disconnection by their owner(s). The Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines, roads, turn-outs or in the vicinity of new work are shown, but are to be verified in the field by the Contractor prior to performing the Work. The Contractor shall uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing its Work. Any discrepancies or differences found shall be immediately brought to the attention of the County in order that necessary changes may be made to permit installation of the Work.

13 Dimensions of Existing Structures

Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any materials or equipment that is dependent on the correctness of such information.

14 Elevation Datum

The datum adopted by the County is N.A.V.D. 1988. All elevations on the Drawings or referred to in the Specifications refer to this datum unless otherwise specified.

15 Work to Conform

During its progress and on its completion, all Work shall conform truly to the lines, levels, and grades indicated on the Drawings or given by the County and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the Contract Documents and the written instructions or written directions given from time to time by the County. In no case shall any Work in excess of the requirements of the Contract documents be paid for unless so approved in writing by an appropriately executed Change Order, Work Directive or Written Amendment.

All Work done without written instructions having been given therefore by the County, done without proper lines or levels, or done during the absence of the County, or its agent, shall not be estimated or paid for except when such Work is authorized in writing by an appropriately executed Change Order, Work Directive or Written Amendment. Work so done may be ordered uncovered or taken down, removed and replaced entirely at the Contractor's expense.

16 Location of Proposed Work

Piping and structures to be installed by Contractor shall be located substantially as indicated on the Drawings, but the County reserves the right to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve the Contractor from laying and jointing different or additional items where required without additional compensation. Contractor's access to the work area shall be permitted only through approaches that shall be designated by County, and then only in such manner that Contractor's traffic shall not interfere with property owner's operations. Contractor shall, at all times, maintain free unimpeded ingress and egress at the site. Contractor personnel are not to enter into any areas of the jobsite other than work areas and areas of designated access.

17 Bonds

The successful Bidder shall, upon delivery of the executed Contract to the County, deposit with the County a Public Construction Bond, in the form included in these documents, providing for the satisfactory completion of the Work and providing security for payment of all persons performing labor in connection with this Contract. Such bond shall be furnished in an amount equal to 100% of the amount of the Contract award as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents and shall be recorded by Contractor in the public records of Palm Beach County. The form and conditions of the Bond and the Surety shall be acceptable to the County.

The bond shall be written by a Surety Company of recognized standing, licensed to do business in the State of Florida, and having a resident agent in the State of Florida. The Surety Company shall hold a current certificate of authority as acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, current revision, entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bond shall be executed by an Attorney-in-Fact for the Surety Company with a certified copy of its Power of Attorney attached to the Bond.

The bonding limit of the Surety Company shall not exceed the limits indicated in the U.S. Department of Treasury listing unless the Surety Company submits a "reinsurance agreement

form" indicating the amount above the bonding limit is insured by another Surety Company also on the U.S. Department of Treasury listing.

If the Surety Company on any Bond furnished to the County is declared, upon notification of the Insurance Agent, as bankrupt or becomes insolvent or its right or license to do business is terminated in the State of Florida, or it ceases to meet any of the requirements stated herein, the Contractor shall within ten (10) business days thereafter substitute another Bond and Surety Company at no cost to the County, both of which must be acceptable to the County. If the project is declared more than 90% complete by the County at the time of the Surety's bankruptcy or insolvency, the Contractor may, at the County's option, obtain a Maintenance Bond for 100% of the project cost, for the one (1) year warranty period after project completion. The Maintenance Bond shall be submitted on the form provided by the County and shall comply with all of the requirements for Public Construction Bond stated herein.

Failure by the Contractor to substitute satisfactory Bonds under this section shall result in any or all of the following actions by the County:

1. Withholding of all applications for payment until satisfactory bond(s) are received and accepted, and/or;
2. Default in the Contract and cancellation as provided for in the Contract's default clause, and/or;
3. Suspension of the Contractor's name from the County's bid list for a period of not less than three (3) years from the date of Surety or Contract default.

Before commencing Work on the Contract, Contractor shall provide to County a certified copy of the recorded bond. County cannot make any payment to Contractor until Contractor has complied with this requirement.

18 Contractor's Insurance

Unless otherwise specified in this Contract, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the performance of work hereunder, insurance coverage with limits not less than those set forth in the table below and with insurers and under forms of policies acceptable to the County. Contractor shall deliver to County 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 from the County, but in any event, prior to execution of the Contract by County and prior to commencement of work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein. All insurance shall be primary coverage with respect to the County and shall so state on the policy. Any insurance carried by the County or its consultants, shall be excess insurance only. Contractor shall notify the County at least thirty (30) calendar days in advance of cancellation and/or material change(s) in coverage.

The Contractor shall either (1) require of its subcontractors to procure and to maintain during the life of this subcontract, Subcontractor's Comprehensive General Liability, Automobile Liability, Property Damage Liability Insurance and other coverages of the type in the amounts as specified in this Article, or (2) insure the activity of its subcontractor in its own policy.

The Contractor shall purchase and maintain during the life of this Contract, Worker's Compensation Insurance, including Employers Liability, to comply with all applicable state and federal laws covering all of its employees on the project, and in accordance with all of the limits, terms and conditions set forth herein. **NOTE: Elective exemptions or coverage through an**

employee leasing arrangement will NOT satisfy this requirement. Contractor shall defend, indemnify and save the County harmless from any damages resulting to them for failure of Contractor to take out or maintain such insurance.

Contractor shall purchase and maintain during the life of this Contract Commercial General Liability Insurance in accordance with all of the limits, terms and conditions set forth herein.

Should any of the work hereunder involve watercraft owned or operated by Contractor, or any subcontractors, such shall be insured under the Commercial General Liability Policy or by other such liability insurance such as Protection and Indemnity.

Contractor shall purchase and maintain during the life of this Contract Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles with all of the limits, terms and conditions set forth herein.

Contractor agrees to maintain Inland Marine Transit/Installation Floater (provided the coverage is not afforded by the Inland Marine Builder's Risk) to cover the Contractor's, subcontractors' or County's interest in property in-transit, or property stored on or off premises which will become part of the Work with all of the limits, terms and conditions set forth herein.

The requirement contained herein as to types and limits, as well as County 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.

Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. All policies must be endorsed so that thirty (30) [ten (10) for non-payment] calendar days advance notification of cancellation in coverage shall be provided to the Board of County Commissioners, Palm Beach County, Florida. Insurance shall remain in full force and effect until all work required to be performed under the terms of this Contract are satisfactorily completed as evidenced by final acceptance of the Work by Palm Beach County.

In the event that the insurance certificates provided hereunder indicate that the insurance shall terminate and lapse during the period of this Contract, then in that event, the Contractor shall furnish, by the renewal day for any policy that may expire, a renewed 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 not continue to work pursuant to this Contract unless all required insurance remains in effect. County may, without liability to the Contractor, stop work and/or withhold payment to Contractor until coverage is reinstated.

Contractor shall deliver the original Certificate(s) of Insurance to:

Palm Beach County c/o Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

Notices of cancellation, terminations and alterations of said policies shall be delivered to:

Palm Beach County Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

STANDARD CONSTRUCTION CONTRACT INSURANCE REQUIREMENTS

	CONTRACTS LESS THAN \$500,000 -----	CONTRACTS \$500,000 - \$1,000,000 -----	CONTRACTS MORE THAN \$1,000,000 -----
COMMERCIAL GENERAL LIABILITY:			
Combined Single Limit Personal Injury Bodily Injury and Property Damage	\$1,000,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence
Liability Required Coverages:			
Premises/Operations		\$1,000,000	\$1,000,000
Independent Contractors		Products- Comp/Op Agg	Products- Comp/Op Agg
Products/Completed Operations		\$2,000,000	\$2,000,000
Contractual Liability		General	General
Broad Form Property Damage		Aggregate	Aggregate
X-C-U Coverages, if applicable			
General Aggregate, if applicable, must be on a Per Project basis			
Additional Insured Endorsement	All Contracts: Yes		
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:	All Contracts: Statutory per F.S. Chapter 440		
If work is on or contiguous to navigable bodies of water:	\$1,000,000/\$1,000,000/\$1,000,000		
U.S. Longshoremen's and Harbor Workers Act and/or Jones Act Endorsements	\$100/500/100	\$500/500/500	\$500/500/500
If work involves water craft owned or operated by Contractor:			
Protection and Indemnity Coverage	All Contracts: \$1,000,000 per occurrence		
Additional Insured Endorsement	All Contracts: Yes		
COMPREHENSIVE AUTO LIABILITY:			
Combined Single Limit Bodily Injury and Property Damage (must include all owned, hired and non-owned vehicles)	\$500,000 per occurrence	\$1,000,000 per occurrence	\$1,000,000 per occurrence
INLAND MARINE TRANSIT / INSTALLATION FLOATER:	100% of the highest property value pending installation or in-transit during the construction, unless otherwise stated as follows: \$ _____		
Additional Insured Endorsement	Yes		

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE:

A. The certificate holder on the insurance certificate shall be "Board of County Commissioners, Palm Beach County, Florida" care of the Palm Beach County Department of

Environmental Resources Management, 2300 North Jog Road, 4th Floor West Palm Beach, FL 33411-2743.

B. The following paragraph shall appear unaltered on the Certificate of Insurance to guarantee that the Board of County Commissioners, its officers, directors, agents, and employees are named as additional insured:

“The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida), its officers, directors, agents, and employees are named as additional insured under the terms of this policy.”

C. Must clearly indicate project name and project number to which it applies.

D. Must contain a provision that County is to be provided at least thirty (30) [ten (10) for non-payment] calendar days prior written notice in the event of cancellation in coverage.

E. Evidence of renewal coverage must be provided by the renewal day for any policy that may expire during the term of this Contract.

F. General Liability must state coverage is primary as respect to County and its authorized representatives and contain Cross Liability and Severability of Interest clauses.

19 Contractor's Responsibility

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent contractor and not as the agent of the County in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and County. Contractor shall perform all work in accordance with its own methods subject to compliance with the Contract. Contractor represents that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the County is an intended express third party beneficiary of any such subcontract.

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The County and the Contractor may agree to use a partnering cooperative approach to problem solving. The Contractor shall be solely and wholly responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents and for the good condition of the Work and materials until Final Acceptance by the County. The Contractor shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Final Acceptance.

The Contractor shall designate in writing and keep on the Work site at all times during progress of the Work, a technically qualified Construction Manager, who shall not be replaced without prior written notice to the County. The Authorized Representative, Construction Manager, Qualifying Agents, Project Managers, Superintendents and Supervisors are all subject to prior and continuous approval of the County. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above, is, for any reason, unacceptable to the County, Contractor shall replace the unacceptable personnel with

personnel acceptable to the County. The Construction Manager shall be the Contractor's representative at the site and shall have full authority to act on behalf of the Contractor. All communications given to the Construction Manager shall be as binding as if given to the Contractor. The Contractor shall issue all its communications to the County. Any work performed by the Contractor without proper authorization is performed at the Contractor's risk, and the County shall have no obligation to compensate the Contractor for such work.

The Contractor's Construction Manager shall be present at the site of the Work at all times while Work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Contractor until such time as a Construction Manager is again present at the site.

All materials shall be supplied and the Work shall be done in accordance with the rules, requirements, regulations and directives of various Building Departments and such other Federal, State, County, or City Departments having jurisdiction over the same and in accordance with the requirements of the representatives of the mortgagee or mortgagees, if any, or any other governmental bureau, agency, or department interested in this job either directly or indirectly. Contractor shall be responsible for making himself aware of any laws or ordinances which may affect Contractor's access to the project, the times of day when Contractor may prosecute the Work, or in any other way affect Contractor's performance of the Work. County shall not be liable to Contractor for any action of any other governmental or private entity or agency which impacts Contractor's costs or schedule for completing the Work.

If Work associated with this Contract is to be paid for with Federal funds, then all items of Work, unless otherwise specified in the Supplemental General Conditions, shall be under the Davis-Bacon Act. The wage schedule and Federal Specifications are included in the Supplemental General Conditions.

Except as otherwise provided in this Article, the Contractor shall receive no additional compensation for overtime work, i.e., work in excess of eight (8) hours in any one calendar day or forty (40) hours in any one calendar week or in excess of the Normal Working Hours, even though such overtime work may be required under emergency conditions and may be ordered by the County in writing. Additional compensation shall be paid to the Contractor for overtime work only in the event extra work is ordered by the County and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

All costs of field observations, inspection and testing performed by the County during overtime work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The County shall have the authority to deduct the cost of all such field observations, inspection and testing from any partial payments otherwise due to the Contractor.

Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, drainage, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and final completion of the Work. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from the County, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the County immediate telephone and prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a

Work Directive or Change Order shall be issued to document the consequences of the changes or variations.

20 Discontinuance of Construction

The Contractor agrees and guarantees to perform the above-mentioned Work in accordance with the terms stated herein, irrespective of any strikes, lockouts, or stoppages, and the Contractor shall not employ men, means, materials, or equipment that may cause strikes, work stoppages, or any disturbances by workmen employed by the Contractor.

In the event the County is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the County's control, then the County herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail of such intention to the Contractor herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the County herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other charges whatsoever.

21 Guarantee

The Contractor guarantees that the Work and service to be performed under the Contract and all workmanship, materials, and equipment performed, furnished, used, or installed in the Work shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Contract Documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that performance test requirements of the Contract shall be fulfilled. The Contractor shall remedy all defects in the Work and shall repair, correct, or replace all damage to the other Work, persons or property resulting from failures covered by the guarantee. The guarantee shall remain in effect for one (1) year from the date of final acceptance unless a longer period is specified. The County shall give notice of observed defects with reasonable promptness. Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the guarantee shall subject the remedied portion of the Work to an extended guarantee period of one (1) year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

22 Field Layout of Work

All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as approved by the County in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida with demonstrated experience in the project area who shall be employed by the Contractor at its expense. The Contractor shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary bench marks adjacent to the Work. Based upon the information provided by the Contract Drawings, the Contractor shall develop and make all detail surveys necessary for construction

including establishment or construction of grid coordinates as shown on the Contract Drawings, location of property boundaries, stakes for all working points, lines and elevations.

The Contractor shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Contractor resulting from its negligence, or for any other reason, it shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Existing or new control points, property markers, and monuments that shall be established or are destroyed during the normal causes of construction shall be re-established by the Contractor; and all reference ties recorded therefore shall be furnished to the County. All computations necessary to establish the exact position of the Work shall be made and preserved by the Contractor.

23 Specifications

Where any materials, articles, items, equipment, or processes are specified by one or more trade or brand names, the substitution of unnamed materials, articles, items, equipment, or processes shall not be allowed. Where the words "equivalent", "proper", "equal to", or "or Equal" are used, they shall be understood to mean that the referred to materials, items, equipment, articles or processes shall be the equivalent of, or equal to some other materials, items, equipment, articles or processes in the opinion or judgment of the County. Unless otherwise specified, all materials, items, equipment, articles or processes shall be the best of their respective kinds and shall be in all cases, fully equal to samples acceptable to the County. Even though the words "or equal" or other such expressions may be used in the Specifications, unless a substitute is accepted in writing by the County, the County shall have the right to require the use of such specifically designated material, equipment, items, articles or processes named in the Specifications.

24 Protection of Existing Property

Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as shall be acceptable to the County and/or its insurance representative.

Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings shall not cause damage. The Contractor shall provide protection methods that are acceptable to the County and/or its insurance representatives.

Unless otherwise specifically provided in the Contract, Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by County. Thereafter, and before it begins such work, Contractor shall give due notice to the County of its intention to start such work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by the County, do not reasonably interfere with the performance of this Contract.

Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required due to any such damage or unauthorized cutting shall be borne by Contractor.

25 Storage, Handling and Distribution of Materials

Suitable storage facilities shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the Work shall be stored by the Contractor in accordance with the recommendations of the associated manufacturer or supplier to prevent damage from exposure, contamination by foreign substances, or vandalism. The County may refuse to accept, or sample for testing, materials, supplies, or equipment that have been improperly stored. Materials, supplies and equipment found unfit for use shall not be incorporated in the Work and shall immediately be removed from the construction or storage site and replaced at no cost to the County.

Should the Contractor build temporary structures for housing workers, tools, machinery and supplies, they shall be permitted only at places acceptable under Local codes, Ordinances, Laws, Rules, and Regulations, and their surroundings shall be maintained at all times in a satisfactory and sanitary manner. On or before the completion of the Work, all such structures shall be removed in their entirety, together with all rubbish and trash, at the expense of the Contractor.

The Contractor shall, at its own expense, handle, haul and distribute all materials and all surplus materials on the different portions of the Work, as necessary. Suitable and adequate storage room for materials and equipment shall be furnished until the Final Acceptance of the Work.

Storage charges and demurrage charges by transportation companies and vendors, which result from delays in handling, shall be borne by the Contractor.

26 Salvaged Materials

In the absence of special provisions to the Contract, salvaged materials, equipment or supplies that occur are the property of the County and shall be stored as directed by the County, or shall be properly disposed of by the Contractor at its sole cost, if directed by the County.

27 Subcontracts

The Contractor shall notify the County before Work begins and request approval, in writing, of the use of subcontractors proposed for the Work. If the proposed subcontractors and/or trades differ from the Contractor's Attachment No. 5 Subcontractor List in the Bid Form, the Contractor shall also include documentation in compliance with the substitution provisions of this Contract (Instructions to Bidders 2.3) with its request. The Contractor shall not employ any subcontractors that the County, within a reasonable time and at its sole discretion, rejects. The Contractor also shall not employ any subcontractors that the County determines are not performing the Work in strict conformance with the Contract Documents, or approved changes thereto.

The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the County.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the General Conditions, the Supplemental General Conditions and other Contract Documents insofar as applicable to the Work of subcontractors, and to give the Contractor the same power as regards to terminating any subcontract that the County may exercise over the Contractor under any provision of the Contract Documents. The Contractor shall only Contract with bondable Subcontractors if the Subcontractor is performing work that represents more than 15% of the Work.

28 Permits

The Contractor shall obtain all necessary permits, licenses, royalties, inspections and certificates pertaining to the Work and shall comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, orders, notices and requirements, whether or not provided by the Drawings, Specifications, General Conditions or other parts of the Contract Documents without additional charge or expense to the County and shall also be responsible for and correct at its own cost and expense, any violations thereof resulting from and in connection with its performance of the Work.

The Contractor recognizes that the Palm Beach County Department of Planning, Zoning, and Building (PZ&B) is a separate department within the County that is charged with the inspection of improvements to real property for code compliance. Separate government agencies may also inspect the Work for permit compliance. The improvements to be made by the Contractor pursuant to this Contract may be subject to inspection by PZ&B and separate government agencies. The Contractor agrees that it shall not assert, as a County caused delay or as a defense of any delay on the part of the Contractor, any good faith action or series of actions on the part of PZ&B or separate government agencies, including, but not limited to PZ&B's or separate government agency's refusal to accept any portion of the Contractor's work.

29 Employees

All labor described in these Specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

Any interference with, or abuse or threatening conduct toward the County or its inspectors by the Contractor or its employees or agents, shall be authority for the County to annul the Contract and re-let the Work. No intoxicating substance shall be allowed on the Work.

The Contractor shall comply with and shall cooperate with County in enforcing jobsite conditions and job work rules which directly affect the performance of the work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

30 Florida Products and Labor

The Contractor's attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

31 Equal Employment Opportunity

The Contractor shall not discriminate against employees or applicants for employment because of sex, race, color, religion, disability, age, ancestry, marital status, familial status, sexual orientation, gender identity and expression, national origin, or genetic information. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their sex, race, color, religion, disability, age, ancestry, marital status, familial status, sexual orientation, gender identity and expression, national origin, or genetic information. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

32 Sanitary Regulations

The Contractor shall provide adequate sanitary conveniences for the use of those employed on the Work. Such conveniences shall be made available when the first employees arrive on the Work, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such a manner as may be required by Local codes, Ordinances, Laws, Rules and Regulations. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use.

33 Taxes

The Contractor shall pay all sales, consumer, use, duties, assessments of any nature and other similar taxes that may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

34 Contractor's Use of Premises

The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site processing facilities, and field offices. Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by County. Contractor shall not allow its employees to engage in any commercial activities on the site.

The Contractor shall, at its expense, arrange for, develop and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by Contractor at no additional cost to the County, and shall include, but not be limited to, the following:

- A. Construction power as required at each point of construction.
- B. Water as required throughout the construction.

Prior to Final Acceptance of the Work, the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The County shall assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

The County shall pay the user fee for water meter(s). The Contractor shall include in the base bid the labor, material and equipment costs to actually install the meter(s).

35 Accident Prevention

No laborer or mechanic employed in the performance of this Project shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his/her health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

The Contractor shall appoint a qualified and experienced safety representative and shall exercise proper caution at all times for the protection of persons and property and shall be responsible for all damage to persons or property, either on or off the work site, which occur as a result of its prosecution of the Work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the County shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

The Contractor shall defend, indemnify and hold the County, Design Professional, and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.

The Contractor shall not raise as a defense to its obligation to indemnify under this General Condition any contributing negligence of any of those indemnified hereunder, it being understood and agreed that no such contributing negligence shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified hereunder.

In any and all claims against those indemnified hereunder by any employee of the Contractor, any Subcontractor or Sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

36 Precautions During Adverse Weather

The Contractor shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and it shall take such precautions and procure such additional insurance, as it deems prudent.

37 Indemnification

A. In consideration of the amount paid and to be paid pursuant to this Contract and other valuable consideration, the Contractor shall indemnify and hold harmless the County, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the indemnifying party in the performance of the construction Contract. This provision shall, in all circumstances, be interpreted in a manner so as to be consistent with Florida Statute 725.06. To the fullest extent permitted by F.S. 725.06, Contractor:

1. shall defend, indemnify and save harmless the County, its officers, agents, employees, and, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with any work undertaken pursuant to this Contract; or by or in consequence of any negligent act or omission of the Contractor or its agents, employees, or subcontractors in whole or in part in connection with the same; or by use of any improper materials or by or on account of any use of any improper materials or by or on account of any act or omission of the said Contractor or its subcontractors, agents, servants or employees
2. agrees to indemnify and save harmless the County against any liability arising from or based upon the violation of any Federal, State, County or City laws, by laws, ordinances or regulations by the Contractor, its subcontractors, agents, servants or employees.
3. further agrees to indemnify and save harmless the County from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the County on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the County for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

B. To the fullest extent permitted by F.S. 725.06, the indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the County's option, of any and all claims or liability and all suits and actions of every name and description that may be brought against the County which may result from the operations and activities under this Contract whether the construction operations be performed by the Contractor, its subcontractor or by anyone directly or indirectly employed by either.

C. The Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage as will insure the provisions of this Paragraph and other contractual indemnities assumed by the Contractor in this Contract.

38 Non-assignable

This Contract, nor any monies due hereunder, or any part thereof, shall not be assigned, transferred, or sublet by Contractor, nor shall County be liable to any assignee or transferee, or sublease, without the written consent of the County, and without consent to the assignment, transfer, or sublease, the County shall not release or discharge Contractor from any obligation hereunder. County shall not consider its approval to an assignment unless the Surety on the Contract Public Construction Bond has informed the County in writing that it consents to the assignment.

39 Venue

This Contract shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Contract is fixed in Palm Beach County, Florida. Should it become necessary for the County to engage an attorney to enforce this Contract, the Contractor shall pay the County all costs, including a reasonable attorney's fee.

40 Confidentiality, Publicity and Advertising

In the performance of the Work, the Contractor may be exposed to the confidential information of the County and others. The Contractor shall not disclose to anyone not employed by the County nor use, except on behalf of the County, any such confidential information acquired by it in the performance of the Work except as authorized by the County in writing and, regardless of the term of this Contract, the Contractor shall be bound by this obligation until such time as said confidential information shall become part of the public domain. Information regarding all aspects of the County's business and information concerning the Work (either directly or indirectly disclosed to it or developed by it in the performance of the Work) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public without restriction. The Contractor also agrees that it shall not disclose to the County any information it holds subject to any obligation or confidence to any third persons or parties.

Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from County.

41 Work by Others

The County may perform additional Work related to the Project by itself, or it may let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the other contractors who are parties to such direct contracts (or the County, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate its Work with theirs.

If any part of the Contractor's Work depends on proper execution or results upon the Work of any such other contractor (or County), the Contractor shall inspect and promptly report to the County, in writing, any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. Its failure to so report shall constitute an acceptance of the other Work as fit and proper for the reception of its Work except as to defects and deficiencies, which may appear in the other Work after the execution of the Work under this Contract.

The Contractor shall do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. The Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and shall only cut or alter their Work with the written consent of the County and of the other contractors whose Work shall be affected.

If the performance of additional Work by other contractors or the County is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor by the County prior to starting any such additional Work.

42 Changes in the Work

Without invalidating the Contract and without notice to any Surety, County may, at any time or from time to time, order additions, deletions, or revisions in the Work; these shall be authorized by a Written Amendment, a Change Order, or a Work Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which shall be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

The County 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 County at the unit price(s) as bid.

If County and Contractor are unable to agree on the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive, a claim may be made thereof as provided in Article **43** or Article **48**.

Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided, except in the case of an emergency as provided in Article **19**.

County and Contractor shall execute appropriate Change Orders or Written Amendments covering:

- A. Changes in the Work which are ordered by County, or are required because of acceptance of defective Work under Article **51** or correcting defective Work under Article **53**, or are agreed to in writing by the parties;
- B. Changes in the Contract Price or Contract Time which are agreed to in writing by the parties; and,
- C. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by a court, but during any such litigation, Contractor shall carry on with the Work and adhere to the Progress Schedule as provided in Article **47**.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a Surety, the giving of any such notice shall be Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

All changes to the Contract must comply with Palm Beach County Board of County Commissioners Resolution No. R89-633 dated April 4, 1989, the current Countywide Policy and Procedure Memorandum (PPM) No. CW-F-050, any revisions thereto and any other policies enacted by the Board of County Commissioners in relation to contract changes.

43 Change of Contract Price

A. General

- 1. The Contract Price constitutes the total compensation (subject to adjustments authorized in writing) payable to Contractor for performing the Work. All duties,

responsibilities and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.

2. The Contract Price may only be changed by a Change Order or Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to the County promptly (but in no event later than thirty (30) calendar days) after occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty (60) calendar days after such occurrence (unless the County allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price shall be valid if not submitted in accordance with this Article.
3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - a. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - b. By mutual acceptance of a lump sum, including a Contractor's Fee for overhead and profit (determined as provided in paragraph C.1).
 - c. On the basis of the Cost of the Work (determined as provided in paragraphs B.1 and B.2) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph C.1).

B. Cost of the Work

1. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by County, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph B.2.
 - a. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by County and Contractor. Payroll costs for employees not employed full time in the Work shall be apportioned based on their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment compensation, excise and payroll taxes, worker's or workmen's compensation, health, and retirement benefits, bonuses, sick leave, vacation pay and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after Normal Working Hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the County.
 - b. Costs of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and supplier's field services required in connection therewith.

- c. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for completion of the Work or any portion thereof for which the equipment, machinery or parts are specifically required. For special equipment and machinery such as power driven pumps, concrete mixers, trucks, front-end loaders, backhoes, and tractors, or other equipment required for the economical performance of the authorized Work, the Contractor shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. Equipment cost shall be calculated based upon the actual time used on the Work. If said Work requires the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract. The County shall judge the reasonableness of the Contractor's rate(s) by comparing its rate(s) to current rental rate(s) in County procurement contracts.
- d. Payments made by Contractor to the Subcontractors for Work performed by Subcontractors.
- e. Cost of special consultants including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.
- f. Supplemental costs including the following:
 - (i) The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in the discharge of duties connected with the Work.
 - (ii) Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and costs less market value of such items used but not consumed which remain the property of Contractor.
 - (iii) Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
 - (iv) The cost of utilities, fuel and sanitary facilities at the site.
 - (v) Minor expenses such as telephone service at the site, expressage and similar petty cash items in connection with the Work.
 - (vi) Cost of premiums for additional Bonds and insurance required because of changes in the Work and for premiums for property insurance coverage within the limits of the deductible amounts established by County in accordance with Article 18.

A Contractor's Fee for Overhead and Profit is not allowed on this Cost of the Work subparagraphs B.1.f.(i)-(vi).

- 2. The term Cost of Work shall not include any of the following:

- a. Payroll costs and other compensation of Contractor's officers, executives, principals (or partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, surveyors, auditors, accountants, purchasing and contract agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal office or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph B.1.a or specifically covered by paragraph B.1.e, all of which are considered administrative costs covered by the Contractor's fee.
- b. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.
- c. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- d. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph B.1.f.(vi) above.
- e. Costs due to the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for those acts any of them may be liable for, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- f. Other overhead or general expense costs of any kind and the costs of any items not specifically and expressly included in paragraph B.1.

C. Contractor's Fee

1. For purposes of any and all changes made pursuant to this provision (whether lump sum or time and material) as to all supplies, overhead, supervision and profit, the Contractor is entitled to a maximum of fifteen percent (15%) of the total direct labor and material costs pertaining to each change. The maximum percentage, including but not limited to overhead and profit which may be added to actual cost for changes in the work shall be as follows:
 - a. For all work done by the Contractor's own forces, the Contractor may add 15% of its actual costs.
 - b. For all work done by subcontractors, the respective subcontractors may add 10% of their actual costs. The Contractor may add 5% of the subcontractors' total.
 - c. A Contractor's Fee for Overhead and Profit is not allowed on Cost of the Work subparagraphs B.1.f.(i)-(vi).
 - d. At the County's discretion, the amount of credit to be allowed by Contractor to County for any such change which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in Contractor's Fee by fifteen percent (15%) of the net decrease.

- e. When both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed based on the net change in accordance with paragraphs C.1.a through C.1.d inclusive.
 - f. No additional percentage markup in connection with any change shall be allowed.
- D. Whenever the cost of any Work is to be determined pursuant to paragraph B.1 or B.2, Contractor shall submit in a form acceptable to the County an itemized cost breakdown together with supporting data.
- E. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price shall be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract. The estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor shall be made by the County. Each Unit Price shall be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

44 Change Procedures

A. Minor Changes:

The County shall advise the Contractor, in writing, of minor changes in the Work not involving an adjustment to Contract Price or Contract Time by issuance of a Field Order.

B. Other Changes:

1. The County may, at any time, without notice to the surety, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:
 - a. In the Specifications (including drawings and designs);
 - b. In the time, method or manner of performance of the Work;
 - c. In the County furnished facilities, equipment, materials, services, or site; or
 - d. Directing acceleration in the performance of the Work.
2. Any other written order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the County, which causes any change, shall be treated as a change order under this clause, provided that the Contractor gives the County written notice not later than ten (10) calendar days after the occurrence of the event giving rise to the claim but prior to incurring any expense stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.
3. Except as provided in this Article, no order, statement, or conduct of the County shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment, and this Article shall not allow, nor be construed to allow, a claim otherwise disallowed by the Contract Documents.

4. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided however, that no claim for any change under Paragraph 2 above shall be allowed for any costs unless the Contractor gives written notice as herein required.
5. If the Contractor intends to assert a claim for an equitable adjustment under this clause, it must, within thirty (30) calendar days after receipt of a written Change Order under Paragraph 1 above or the furnishing of a written notice under Paragraph 2 above, submit to the County a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the County. The statement of claim hereunder may be included in the notice under Paragraph 2 above.
6. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

45 Omitted Work

The County may, at any time, by a written order, without notice to the Sureties, require the omission of such Contract Work as it may find necessary or desirable. An order for omission of Work shall be valid only by an executable Change Order. All Work so ordered must be omitted by the Contractor. The amount by which the Contract Price shall be reduced shall be determined as follows:

- A. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the Contract; or,
- B. By the appropriate lump sum price set forth in the Contract; or,
- C. By the reasonable and fair estimated cost of such omitted Work as determined by the Contractor and approved by the County.

46 Changes Not to Affect Bonds

It is distinctly agreed and understood that any changes made in the Contract Documents for Work associated with this Project, whether such changes increase or decrease the amount thereof, or any change in the manner or time of payments or time of performance made by the County to the Contractor shall in no way annul, release or affect the liability and surety on the Bonds given by the Contractor.

If notice of any change is required to be given to a Surety by the provisions of any Bond, the giving of any such notice shall be the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

47 Continuing the Work

Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with County. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Contractor and County agree in writing otherwise and County shall continue to make payments in accordance with the Contract Documents.

48 Change of Contract Time

The Contract Time may only be changed by a Change Order or Written Amendment. Except as provided in Article 49, any claim for an extension of the Contract Time shall be based on written notice delivered by the Contractor to the County promptly (but in no event later than 10 calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Except as provided in Article 49, notice of the extent of the claim with supporting data shall be delivered within thirty (30) calendar days after such occurrence (unless the County allows, in writing, an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Time shall be valid if not submitted as previously specified above.

The Contract Time shall be extended in an amount equal to time lost due to delays beyond the control of Contractor if a claim is made therefore as provided in this Article, and, if for Inclement Weather, as also provided in Article 49. Such delays shall include, but not be limited to, acts or neglect by County or others performing additional Work as contemplated by Article 41, or to fires, floods, labor disputes, epidemics, abnormal weather conditions (Article 49) or acts of God. The Contractor must provide the following information within the time periods stated. Failure to submit such information and in compliance with the time requirements stated, shall constitute a waiver by the Contractor and a denial of the claim for extension of time:

- A. Nature of the delay or change in the work;
- B. Dates of commencement/cessation of the delay or change in the work;
- C. Activities on the progress schedule current as of the time of the delay or change in the work affected by the delay or change in the work;
- D. Identification and demonstration that the delay or change in work impacts the CRITICAL PATH (submittal of schedule);
- E. Identification of the source of delay or change in the work;
- F. Anticipated impact extent of the delay or change in the work; and
- G. Recommended action to minimize the delay.

The Contractor acknowledges and agrees that the evaluation of time extensions shall be based upon the following criteria:

1. All schedule updates, submittals and other requirements of this General Condition have been met;
2. The delay must be beyond the control of the Contractor and subcontractors and due to no direct or indirect fault of the Contractor;
3. The delay that is the subject of the time extension must result in a direct delay to the Critical Path;
4. The schedule must clearly display that the Contractor has used, in full, all the float time, except for County initiated changes. Float time is not for the exclusive use of either the Contractor or the County; and
5. If Inclement Weather is the basis for a Claim for additional time, such Claim shall be submitted as required in Article 49.

The County's determination as to the total number of days of contract extension shall be based upon the computer-produced construction schedule current at the time of the delay event.

Pursuant to the Contract's float-sharing requirements, no time extensions shall be granted nor delay damages considered until a delay occurs that impacts the project's Critical Path, consumes all available float, and extends the work beyond the Contract completion date.

The Contractor shall not be entitled to and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the work or time of performance and further, hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead, increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Contractor hereby affirms that the extension of time granted herein is the Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the work whether such delay is avoidable or unavoidable.

49 Extension of Time on Account of Inclement Weather

If Inclement Weather is the basis for a Claim for additional time, such Claim shall be submitted by the expiration of Contract Time, as amended by Change Order(s) or Written Amendment(s), and shall be supported by the Daily Field Report, documentation substantiating the adverse effect on the construction's Critical Path and Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled for the stated time period of the Inclement Weather. The Contractor's construction schedule shall be based upon the allowance of at least sixteen (16) calendar days per twelve (12) months for Inclement Weather delays as has been included in the Contract Time. Further, the Contractor has the responsibility to take reasonable precautions to mitigate the impact of unfavorable weather conditions. Failure by the Contractor to document Inclement Weather on its Daily Field Report, to document how the Time adjustment extends the Critical Path or to comply with the proper notice within the time limit, shall result in the Contractor waiving its claim for weather delay.

However, the County reserves the right to reject Contractor's Claim for additional time due to Inclement Weather when a Permit or Contract Documents restrict any construction activity, including, but not limited to, staging and demobilization, prior to, or, beyond a certain date.

The Contractor shall not be entitled to and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the work or time of performance and further, hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead, increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Contractor hereby affirms that the extension of time granted herein is the Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the work whether such delay is avoidable or unavoidable.

50 Liquidated Damages

Should the Contractor or, in the event of its default, the Surety fail to complete the Work within the Contract Time, the Contractor or, in the event of its default, the Surety shall pay to the County, not as a penalty, but as Liquidated Damages in the daily amount(s) established in the Bid Form.

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

The County shall have the right to apply as payment on such Liquidated Damages any money on any Project that is due the Contractor by the County, and, to deduct Liquidated Damages either incrementally from progress payment(s) or the Final Payment.

Permitting the Contractor to continue and to finish the Work, or any part of it, after the expiration of Contract Time, shall in no way act as a waiver on the part of the County of the Liquidated Damages due under the Contract.

The number of days of default shall be determined by counting all calendar days. In case of default of the Contract and completion of the Work by the County, the Contractor and its Surety shall be liable for the Liquidated Damages under the Contract, but no Liquidated Damages shall be chargeable for any delay in the final completion of the Work by the County, due to an unreasonable action or delay on the part of the County.

51 Materials, Samples and Inspections

Unless otherwise indicated on the Drawings or specified elsewhere, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to inspection by the County. No material shall be processed for, fabricated for, or delivered to the Site without prior acceptance from the County.

If not required by the Bid, as soon as possible after the formal execution of the Contract, the Contractor shall submit to the County, the names and addresses of the manufacturers and suppliers of all materials and equipment it proposes to incorporate into the Work. When shop and supplemental drawings are required as specified below, such information shall be submitted prior to the submission of the drawings so that the County may consider the manufacturer, and/or the supplier, to be acceptable or unacceptable, as to its or their ability to furnish a product meeting the Specifications, subject to final acceptance of the particular material or equipment. As requested, the Contractor shall also submit data relating to the materials and equipment it proposes to incorporate into the Work, in sufficient detail to enable the County to identify the particular product in question and to form an opinion as to its conformity to the Contract requirements. Such data shall be submitted in a manner similar to that specified for shop drawings.

The Contractor shall furnish facilities, materials and labor for the handling, inspection and testing of all materials and equipment. The Contractor shall remove all defective materials and equipment immediately from the site of the Work. Notwithstanding Paragraph 9 of the Instructions to Bidders, the Contractor shall make arrangements for and shall pay for all costs associated with soil density tests and other testing required by the Specifications, including any retesting for defective Work, performed by testing contractors approved by the County. The Contractor shall submit testing data to the County.

In addition to the required testing and submission requirements herein, and, wherever and whenever the County so requires prior to Final Acceptance, the Contractor shall submit results of Special Tests, performed by testing contractors approved by the County, as may be necessary to demonstrate that the Work conforms to the requirements of the Contract Documents. The County may also require the Contractor to submit samples of materials for such Special Tests as may be necessary to demonstrate that they conform to the requirements of the Contract Documents. Such samples shall be furnished, taken, stored, packed, and shipped as directed by the County, at the expense of the Contractor. Except as otherwise specified, the Contractor shall make arrangements for and shall pay for all costs associated with the Special Tests. If the results of the Special Test required by the County under this paragraph

indicate that the Work conforms to the requirements of the Contract Documents, the County shall reimburse the Contractor for all reasonable costs associated with the Special Test, except for acceptable molds for making concrete test cylinders, which the Contractor shall furnish at its own expense.

All samples shall be packed to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or Work and location of which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the County by letter that the samples have been shipped and shall properly describe the samples in the letter. In no case shall the original letter of notification be enclosed with the samples.

The Contractor shall submit data and samples, or place its orders, sufficiently early to permit consideration, inspection, testing, and acceptance before the materials and equipment are needed for incorporation in the Work. Delay resulting from its failure to do so shall not be used as the basis of a claim against the County.

When required, the Contractor shall furnish to the County triplicate sworn copies of manufacturer's shop tests, mill tests or reports from independent testing laboratories, relative to materials and concrete data.

After the samples, data, etc., are considered acceptable to the County, the materials and equipment used on the Work shall correspond therewith.

If the Work is defective, or the Contractor fails to perform the Work in such a way that the completed Work shall conform with the Contract Documents, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the Work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or any other party.

If required by the County, the Contractor shall promptly either correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the County, remove it from the site and replace it with non-defective Work. The Contractor shall bear all direct, indirect, and consequential costs of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept the Work, the County may do so. The Contractor shall bear all direct, indirect and consequential costs attributable to County's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the County shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, County may make claim therefore as provided in Article **43**.

If Work to be done away from the construction site is to be inspected on behalf of the County during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the County of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to the County in ample time so that the necessary arrangements for the inspection can be made. The County, however, assumes no obligation to make any inspection of materials or equipment at the source of supply, and the responsibility for assuring that the materials and equipment are satisfactory rests entirely with the Contractor.

If the County so requests, the Contractor shall, at any time before Final Acceptance, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. Should the Work so exposed or examined prove unacceptable, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid by the County as an additional cost to the Work under an approved Change Order.

52 Work Security and Protection

Contractor shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions that are necessary and adequate against any conditions that involve a risk of loss, theft or damage to its property, at a minimum. Contractor shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to County within three (3) calendar days of each incident.

Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the work until completion and final acceptance of work under this Contract. Excluded from Contractor's responsibility is any loss or damage that results from the sole active negligence of the County or its representatives.

Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire work shall be delivered to the County in proper, whole and unblemished condition.

The Contractor shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the County and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The County, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Contract.

Until Final Acceptance of the Work by the County, the Contractor shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including County furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

The Contractor shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including County furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) before

final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

- A. is directly due to errors in the Contract Documents which were not discovered by the Contractor and which the Contractor could not have discovered through the exercise of due diligence;
- B. is caused by the agents or employees of the County, unless: (1) the Contractor has waived its rights of subrogation against the County on account thereof as provided in the Contract Documents, or (2) such loss or damage would be covered by any policy or policies of insurance which the Contractor is required to maintain hereunder, whether the Contractor actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Contractor, whether or not required hereunder.

53 One Year Correction/Guarantee Period

If within one (1) year after the date of Final Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work which is found to be defective, the Contractor shall promptly, without cost to the County, and in accordance with the County's written notification, either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement including but not limited to fees and charges of engineers, architects, attorneys and other professionals shall be paid by the Contractor.

If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept the Work, the County may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the County's evaluation of and determination to accept such defective Work. If the acceptance occurs after final payment, an appropriate amount shall be paid by the Contractor to the County.

54 Application for Progress Payment

The Contractor shall submit an Application for Progress Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application to the County for review no sooner than at the end of each month, unless otherwise prescribed by law. The Contractor shall also submit the completed Small Business Enterprise-Minority and Women's Business Enterprise (SBE-M/WBE) Schedule 3 and 4 forms, Warranty of Title and Release, Statement of Unresolved Claims, and any such supporting documentation as is required by the Contract Documents, with each Application for Progress Payment. The County shall provide the Contractor the schedule of values worksheet at the Pre-construction meeting. Each Application for Progress Payment shall include the Resolution Number of the Contract, service period, invoice date and number.

The Contract may contain both Unit Price and Lump Sum Items. As such, the intent of the Contract is to include all labor, materials, transportation equipment, fuel and performance of any associated Quality Control, environmental protection, environmental monitoring, tests, reports and all other items necessary to complete each item of work, at the Unit Price or the Lump Sum Price indicated on the Bid. All items incidental to, or necessary for, the completion of the bid

item shall be included in the Unit Price or the Lump Sum for the item. The County shall compute or verify all quantities of materials used in computing payments. The County reserves the right to authorize payment for increased quantities required to perform the Work without an executed Change Order or Work Authorization ("quantity adjustment").

Partial payments for Lump Sum items of Work shall be based upon the percent of the items of Work actually completed, except as follows:

Mobilization: For contracts with Contract Time of 120 calendar days or less, partial payment will be made at 50% of the bid price for mobilization, per month, for each of the first two (2) months. For contracts with Contract Time in excess of 120 calendar days, partial payment will be made at 25% of the bid price for mobilization, per month, for each of the first four (4) months. In no event shall more than 50% of the bid price for mobilization be paid prior to commencing construction on the project site.

Maintenance of Traffic: Partial payment shall be made as a percentage of the actual contract completed.

The Application for Progress Payment and SBE-M/WBE Construction Activity Schedule 3 shall identify the amount of the Total Complete based upon the value of the original Contract Work performed to date as approved by fully executed change orders. Retainage shall be held in the amount of five percent (5%) of the Total Complete. The amount of Previous Payments and Retainage shall then be subtracted to equal the Total Due during the Application for Progress Payment period.

The County may increase the retainage up to ten percent (10%) if the County determines, at its discretion, that the Contractor is not making satisfactory progress toward final completion of the Work or where there is other specific cause for such withholding.

The County shall, within twenty (20) business days (twenty-five (25) business days, if also reviewed by a Design Professional or another public entity) after receipt of an Application for Progress Payment, either pay the Contractor, or, reject the Application for Progress Payment, in whole or in part, indicating in writing to the Contractor the invoice deficiencies and any action necessary to make the invoice complete and proper. A Proper Application for Progress Payment includes: completed and correct Invoice Form from Appendix A, or a County-approved substitute, SBE Schedules, Warranty of Title and Release, Statement of Unresolved Claims, any invoice documentation required by the Technical Specifications and appendices such as pre-construction or pay surveys, truck or barge tickets, and compliance with the provisions of this Article, insurance, Living Wage and other Contract Document provisions. Additional form requirements on Federally-funded projects include: Certification Disbursement of Previous Payment to Subcontractors, Construction Compliance with Specifications and Plans, and, may include copies of subcontractor invoices.

The County may refuse to make payment of the full amount because claims have been made against the County on account of the Contractor's performance of the Work, or because Liens have been filed in connection with the Work, or there are other items entitling the County to a credit against the amount recommended. If the County has rejected the Application for Progress Payment, in whole or in part, the Contractor may make the necessary corrections and submit a Proper Application for Progress Payment; the day after the next Palm Beach County Board of County Commissioners meeting, or, ten (10) business days after presentation of the Proper Application for Progress Payment to the County, whichever occurs later, the amount approved shall, subject to the provisions of the following Paragraph, become due and when due shall be paid by the County to the Contractor.

The Contractor may send an overdue notice if the County has not paid the Contractor as required above. If the County does not reject the Application for Progress Payment within four (4) business days of the receipt of the overdue notice, the Application for Progress Payment will be deemed acceptable.

The Contractor, its subcontractors, and suppliers are required to timely pay their subcontractors and suppliers in accordance with the Florida Statute section 218.735.

Dispute(s) regarding the acceptability of the Application for Progress Payment shall be referred to and resolved by the ERM Director or ERM Deputy Director.

55 Partial Utilization

The County shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to Substantial Completion of all of the Work. Whenever the County plans to exercise said right, the Contractor shall be notified in writing by the County, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service. If the Contractor agrees that such part of the Work is substantially complete and is capable of being partially utilized, the Contractor shall certify to the County that such part of the Work is substantially complete and requests the County to issue a Certificate of Substantial Completion for that part of the Work. If the County does not consider that part of the Work to be substantially complete, the County shall notify the Contractor in writing, giving the reasons therefore.

It shall be understood by the Contractor that until such written notification of the Certification of Substantial Completion of that part of the Work is issued by the County, all responsibility for care and maintenance of all items or portions of the Work to be partially utilized shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the County shall accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice.

The County shall prepare a Punchlist for that part of the Work declared substantially complete in accordance with time limitations outlined in Article 56.

The Contractor shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the County, and the Contractor's one (1) year correction period shall commence only after the date of Final Acceptance of the Work.

56 Substantial Completion and Punchlist

When the Contractor considers the entire Work ready for its intended use, the Contractor shall notify the County in writing that the Work is substantially complete and request that the County prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the County and the Contractor shall make an inspection of the Work to determine the status of completion. If the County does not consider the Work substantially complete, the County shall notify the Contractor in writing giving the reasons therefore. If the County considers the Work to be substantially complete, the County shall prepare for its execution and recordation the Certificate of Substantial Completion signed by the County and Contractor, which shall fix the Date of Substantial Completion. The County shall deliver the Punchlist, based on the aforementioned inspection or subsequent inspections, to the Contractor within:

1. thirty (30) calendar days after Substantial Completion when the Contract Price, as amended, is less than USD Ten Million (\$10 million), or,

2. sixty (60) calendar days after Substantial Completion when the Contract Price, as amended, is USD Ten Million (\$10 million) and above.

The Punchlist shall establish a date for completion of corrective Work (Final Completion). If the Punchlist is not delivered within the above timeframe, the Punchlist shall extend the Final Completion deadline by the number of days that the Punchlist is delayed. If the Punchlist is not delivered within the above timeframe, unless the delay is the result of the Contractor's failure to fulfill his obligations regarding the preparation of the Punchlist, the Contractor may submit his Application for Final Payment which then must be made; the County may only withhold the amounts required to correct incomplete or defective work.

57 Application for Final Payment

After the Contractor has completed all correction Work referred to in Article **56** "Substantial Completion," on the Punchlist, or on any other punchlists which have been completed, and the Contractor has delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, as provided in these General Conditions, and other documents, all as required by the Contract Documents, and has given the County written notice that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, the Contractor may submit an Application for Final Payment following the procedure for progress payments in Article **54**. The Application for Final Payment shall be indicated as "Final," include the Resolution Number of the Contract, invoice date and number, and, if appropriate, request return of any withheld retainage. The Application for Final Payment shall be accompanied by all documentation required by the Contract Documents, including but not limited to the following Appendix A forms or County-approved substitute(s):

1. SBE Schedules
2. Final Warranty of Title and Release
3. Contractor's Certification of Final Completion
4. Consent of Surety for Final Payment
5. Guarantee

A Proper Application for Final Payment includes: completed and correct Invoice Form from Appendix A, or a County-approved substitute, all forms above, any invoice documentation required by the Technical Specifications and appendices such as pre-construction or pay surveys, truck or barge tickets, and compliance with the provisions of this Article, insurance, Living Wage and other Contract Document provisions. Additional form requirements on Federally-funded projects include: Certification Disbursement of Previous Payment to Subcontractors, Construction Compliance with Specifications and Plans, and, may include copies of subcontractor invoices.

The Contractor may be required to submit complete and legally effective releases or waivers (satisfactory to the County) of all liens and "Notices to Owner" arising out of or filed in connection with the Work.

Dispute(s) regarding the acceptability of the Application for Final Payment shall be referred to and resolved by the ERM Director or ERM Deputy Director.

58 Record Documents

The Contractor shall keep one (1) record copy of all Specifications, Drawings, Addenda, modifications and shop drawings at the site in good order and clearly annotated to show all changes made during the construction process. These shall be available to the County for

inspection and reference and shall be delivered to the County upon completion of the Project, prior to Application for Final Payment.

59 Final Payment and Acceptance

Upon receipt of written notice from the Contractor that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of a Proper Application for Final Payment and accompanying documentation, the County shall promptly examine the Work and, making such tests as it may deem proper and using all of the care and judgment normally exercised in the examination of completed Work, shall satisfy itself that the Contractor's statement appears to be correct and the Contractor's other obligations under the Contract Documents have been fulfilled. The County shall render in writing that it has examined the Work and that the Work appears, to the best of the County's knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the Contractor's other obligations under the Contract Documents have been fulfilled, and that the County therefore recommends acceptance of the Work for ownership and final payment to the Contractor. However, it is agreed by the County and the Contractor that such statement does not in any way relieve the Contractor from its responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the County or its agents liable for any faulty Work done or defective materials or equipment used by the Contractor.

The County shall then make a final estimate of the value of all Work done and shall deduct therefore all previous payments which have been made. The County shall report such estimate along with its recommendation as to the acceptance of the Work or the County's findings as to any deficiencies therein. After the County's receipt and acceptance of the Proper Application for Final Payment and accompanying documentation required by the Contract Documents, pursuant to Article 57, the County shall make final payment to the Contractor, in accordance with the provisions and time constraints of the Local Government Prompt Payment Act (FS 218.735), of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following amounts:

1. Liquidated Damages, as applicable.
2. At the discretion of the County, up to one hundred and fifty percent (150%) of the value of outstanding items from the Punchlist. All such Work shall be completed or corrected to the satisfaction of the County within the time stated on the Certificate of Substantial Completion, or on the Punchlist, otherwise the Contractor does hereby waive any and all claims to all monies withheld by the County to cover the value of all such uncompleted or uncorrected items.
3. That are the subject of a good faith dispute.
4. That are subject of a claim pursuant to Florida Statute 255.05.
5. Otherwise the subject of a claim or demand by the County or Contractor.

All prior estimates are subject to correction in the final estimate.

60 Contractor's Continuing Obligation

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any Progress or Final Payment by the County, nor the issuance of a Certificate of Substantial completion nor any payment by the County to the Contractor under the Contract Documents, for any use or occupancy of the Work

or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any review of a Shop Drawing or sample submittals, shall constitute an acceptance of Work not in conformance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

61 Final Payment Terminates Liability of County

Final Payment is defined as the last Application for Payment made to the Contractor for earned funds, less retainage as applicable, less deductions listed in Article 59. The acceptance of the Final Payment referred to in Article 59, shall be a full release of the County and its agents from any and all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the County, or of any person relating to or affecting the Work, except demands against the County for the remainder, if any, of the amounts kept or retained under the provisions of Article 59.

62 County's Right to Terminate

(a) If at any time there shall be filed by or against the Contractor in any court, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Contractor's property, and within thirty (30) calendar days thereafter the Contractor fails to secure a discharge thereof, or if the Contractor makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors, or if the Contractor admits in writing an inability to pay its debts generally as they become due, or if the Contractor fails to perform the Work in accordance with the Contract Documents (including, but not limited to failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under the Technical Specifications as revised from time to time or fails to make progress so as to endanger performance of this Contract or Performs work which fails to conform to the requirements of this Contract), or if Contractor disregards Laws or Regulations of any public body having jurisdiction, or if Contractor disregards the authority of the County, or if Contractor otherwise violates in any substantial way any provisions of the Contract Documents, then the County by giving seven (7) calendar days prior written notice of any such default to the Contractor and without prejudice to any other remedy it may have, may terminate the employment of the Contractor, or declare the Contractor to be in default and make demand upon its Surety to perform, at its sole option. If Contractor or its Surety(ies) does not cure such failure within three (3) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Contractor or its Surety(ies) fails to provide satisfactory evidence that such default shall be corrected, County may, without notice to Contractor's Surety(ies), if any, terminate in whole or in part Contractor's right to proceed with work by written notice and prosecute the work to completion by contract or by any other method deemed expedient. The County may exclude Contractor from the site, and take possession of the Work and all or some of the Contractor's materials, tools, equipment and appliances and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere and complete the Work by such means as the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed (1) the expense of completing the Work including compensation for additional managerial and administrative services, plus (2) liquidated damages, plus (3) the County's indirect and consequential losses and damages because of the Contractor's default, including but not limited to fees and charges of Engineers, Architects, Attorneys and other professionals and court costs, such excess shall be paid to the Contractor. If such expense, plus liquidated damages plus the County's losses and damages shall exceed such unpaid balance, the Contractor or its Surety(ies) shall pay the difference to the County promptly on demand. Such costs incurred by the County shall be

incorporated into a Change Order, but when exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the Work performed.

Upon termination for default, Contractor shall:

- A. immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- B. inventory, maintain and turn over to County all materials, plant, tools, equipment, and property furnished by Contractor or provided by County for performance of work;
- C. promptly obtain cancellation upon terms satisfactory to County of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to County as directed;
- D. cooperate with County in the transfer of information and disposition of work in progress so as to mitigate damages;
- E. comply with other reasonable requests from County regarding the terminated work; and continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

(b) The County may terminate this Contract with or without cause by giving written notice to the Contractor, and in such event, the County shall pay the Contractor for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination. The County also shall reimburse the Contractor for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the Contractor, not including overhead, general expenses or profit. The County shall not be responsible to reimburse the Contractor for any continuing contractual commitments to subcontractors or material suppliers or penalties or damages for canceling such contractual commitments inasmuch as the Contractor shall make all subcontracts and other commitments subject to this provision. County shall not be liable for, and Contractor hereby waives, any claim for lost prospective profits, economic losses, or other consequential damages. Contractor shall submit within thirty (30) calendar days after receipt of notice of termination, a proposal for an adjustment to the contract price including all incurred costs described herein. County shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

(c) In the event of termination by the County, the County may require the Contractor promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the County, in its sole discretion, chooses to take by assignment, and in such event the Contractor shall promptly execute and deliver to the County written assignments of the same.

(d) In the event that any termination under subparagraph (a) above is determined to have been effectuated without proper or sufficient cause, then such termination shall be deemed to have been a termination for convenience under subparagraph (b) above.

63 County Remedies

If the Contractor defaults or neglects to carry out any of its obligations under this Contract, including but not limited to the provisions of the Technical Specifications, or should liens be

filed, bills of sale, conditional bills of sale, chattel mortgages, assignments of this Contract, or orders for the payment of money for materials or labor or either, or should the Contractor become insolvent or bankrupt, the County shall have the right, in addition to any other rights and remedies provided herein or by law, to perform and furnish through itself and/or through others any such labor or materials for the Work and to deduct the costs thereof from any money due or to become due to the Contractor for all or any portion of the Work; enter upon the premises and take possession, for the purpose of completing the Work, all equipment, scaffolds, tools, appliances, and any other items thereon, and to employ any person or persons to complete the Work and provide all labor services, materials, equipment, and other items required therefore. In case of such termination of the employment of the Contractor, Contractor shall not be entitled to receive any further payment under this Contract; however, if the unpaid balance of the amount to be paid under this Contract shall exceed the cost and expense incurred by the County in completing the Work, such excess shall be paid by the County to the Contractor; but, if such cost and expense shall exceed the unpaid balance, the Contractor shall promptly pay the difference to the County on demand or this difference may be charged against the contract Bond. Said cost and expense shall include not only the cost of completing the Work to the satisfaction of the County and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but all losses, damages, costs and expenses including attorney's fees sustained, incurred, or suffered by reason of or resulting from the Contractor's default, or by reason of litigation over this Contract.

64 Contractor's Right to Terminate or Stop Work

If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) calendar days by the County or under an order of court or other public authority, or the County fails to act on any Application for Payment within thirty (30) business days after it is submitted or County fails for sixty (60) business days to pay the Contractor any sum finally determined to be due, then the Contractor may, upon giving seven (7) calendar days prior written notice to the County, and provided County does not remedy such suspension or failure within that time, terminate the Contract and recover from the County payment on the same terms as provided in Article 62(b). In lieu of terminating the Contract and without prejudice to any other right or remedy, if the County has failed to act on an Application for Payment within thirty (30) business days after it is submitted, or the County has failed for sixty (60) business days to pay the Contractor any sum finally determined to be due, the Contractor may upon seven (7) calendar days prior written notice to the County to stop the Work until payment is received of all such amounts due the Contractor.

65 Title to Materials Found on the Work

The County reserves the right to retain title to all suitable soils, stone, sand, gravel, and other materials, as determined suitable by the County, developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in the Contract Documents, neither the Contractor nor any subcontractor shall have any right, title, or interest in or to any such materials.

The Contractor shall be permitted to use any such suitable materials in the Work, without charge, if such materials meet the requirements of the Contract Documents.

66 Right to Audit

The County shall have access to and the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature to the extent they are relevant, including, but not limited to those claimed to have been incurred or anticipated to be incurred and for which a Claim has

been submitted. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the County deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the County for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the County.

The County shall have the Right to Audit for five (5) years after Final Payment or resolution of all claims, whichever occurs last, except that additional time may be required for a state- or federal-funded project.

67 Construction Schedule

For Projects valued at less than \$500,000 or have a total construction time of less than 120 calendar days, a bar chart type schedule may be submitted in lieu of the Critical Path Method (CPM) schedule specified below, if so approved by the County. All other requirements regarding content, submittals, and updates shall remain.

The Project shall be monitored by a detailed CPM scheduling system. This system shall be the basis for the evaluation of all Contractor's performance. The Contractor shall, at least seven (7) calendar days prior to the pre-construction conference, submit to the County for acceptance a short-term Schedule in the form of a 3-month bar chart indicating the initial activities of the Project including submittals. This short-term Schedule must be accepted by the County prior to application for the first progress payment. The Contractor shall, after the Contractor's receipt of written Notice to Proceed, and, before starting any work, submit to the County for acceptance a detailed CPM project Schedule based on a critical path analysis of activities and sequential operations needed for the orderly performance and completion of any separable parts of any and all work in accordance with the Contract. The Contractor must receive the County's approval of the detailed CPM Schedule before the first progress payment is submitted for payment by the County. The total project duration of the CPM Schedule shall equal the contract duration(s) specified in the Bid Form. The CPM Schedule and all reports shall be prepared using MS Project computer software.

The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Contractors at the site of work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Contractor furnished material and equipment. The schedule shall be a CPM type network drawn to a time scale using arrow or precedence type diagramming. The construction CPM Schedule activities shall mirror the payment application breakdown.

The construction CPM Schedule shall include the following:

1. Brief description of each activity.
2. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials. Allow no more than sixty (60) calendar days float between submittal approval and beginning of fabrication.
3. Activities showing scheduled start and finish, late start and finish, and float.
4. Relations between activities.

5. Duration of activities.
6. Contractual and other major milestones including phasing.
7. Schedule activities to include labor and material.
8. An allowance for delays due to weather. Allow at least a float of sixteen (16) calendar days per twelve (12) months as is included in the Contract Time. Contract time extensions for Inclement Weather delays shall be granted only when the number of Inclement Weather Days exceeds this allowance and all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
9. A milestone for Substantial Completion that follows the completion of all necessary Work, and, that includes the allowance for Inclement Weather scheduled for no later than the date of Substantial Completion as listed on the Notice to Proceed.

Upon acceptance of the original CPM Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the County. The detailed CPM Schedule submittal shall include five (5) color copies of the Gantt chart and an electronic copy of the schedule.

The detailed CPM Schedule shall be updated monthly and submitted along with an updated electronic copy with each Application for Payment. Contractor shall meet with the County to review and verify:

1. Actual start and finish dates for completed activities.
2. Remaining duration required to complete each activity started, scheduled to start, but not completed.
3. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
4. Percentage for completed and partially completed activities.

The Contractor shall submit a written narrative report as a part of its monthly review and update in a form agreed upon by the Contractor and the County. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

The Contractor agrees that whenever it becomes apparent from the current progress review meeting or the computer produced, calendar dated schedule that the contract completion date shall not be met, the Contractor shall execute some or all of the following remedial actions at Contractor's sole cost and expense:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of work.
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of work.
3. Reschedule the work in conformance with the specification requirements.

Prior to proceeding with any of the above actions, the Contractor shall notify the County of the proposed schedule changes. Such actions shall be incorporated by the Contractor into the diagram before the next update, at no additional cost.

68 Explosives and Hazardous Materials

If the Contractor during the course of the Work observes, uncovers or otherwise becomes aware of the existence of any asbestos, hazardous waste, or toxic or radioactive material at the site which has not been rendered harmless to which the Contractor or any subcontractor, supplier or other person may be exposed, the Contractor shall immediately stop work in the affected area and notify the County and thereafter confirm any oral notice in writing. In addition, the Contractor shall take reasonable precautions to prevent or contain the movement, spread or disturbance of such materials and to protect persons and property. The County shall promptly determine the necessity of County's retaining special consultants or qualified experts to deal therewith. The Contractor shall not perform any work in connection therewith prior to receipt of special written instructions from the County.

Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Contractor shall notify the County immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site shall require prior written approval from the County. The Contractor shall maintain and Post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work.

In the event that hazardous material is improperly handled or stored by the Contractor, its subcontractors, any sub-sub contractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities.

69 Notice and Service

All notices, demands, requests, instructions, approvals and claims shall be made in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor or sent by facsimile to the number specified in the Bid (or to such other office or number as the Contractor may from time to time designate to the County in writing), or if deposited in the United States Mail in a sealed, postage prepaid envelope.

All notices or other papers required to be delivered by the Contractor to the County, or to any of its representatives shall, unless otherwise specified in writing to the Contractor, be delivered to: Department of Environmental Resources Management, 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743, and any other notice or demand upon the County shall be sufficiently given if delivered to such office, or if deposited in the United States Mail in a sealed, postage prepaid envelope, in each case addressed to such office (or to such other representative of the County or to such other address as the County may subsequently specify in writing to the Contractor for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same should have been received in due course of posts, or in the case of a facsimile, at the time of actual transmission thereof.

70 Waiver of Florida Statute Chapter 558

County and Contractor agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

71 Contractor Furnished Drawings, Data and Samples

Review and permission to proceed by County as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Contractor and does not relieve Contractor from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required to be submitted to the County for review, shall be submitted attached to forms provided by County.

All correspondence from the Contractor to the County shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with Contract requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with contract requirements, and it has been coordinated with all other submittals and Contract Documents."

Signed

Date

(Company Name)

A. Drawings

Where drawings are required for (a) fabrication of Contractor-furnished equipment; (b) installing Contractor-furnished material or equipment; or (c) planning and performance of the Work under Contract; such drawings shall be submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. The Contractor shall allow at least 21 calendar days for review by the County. The County's review shall be accomplished based on the Contractor's submittal schedule portion of the CPM schedule, as approved. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.

For drawings greater in size than 11" x 17", two (2) paper copies and an electronic file in a format acceptable to the County shall be submitted to the County by and at the expense of the Contractor. The County shall be the sole judge of the adequacy of the quality of the

deliverables and may reject them based on quality alone. Such drawings shall not be folded, but shall be transmitted in mailer rolls manufactured expressly for that purpose.

If drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the County approves any such variation(s), the County shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

All drawings submitted by the Contractor shall be certified and dated by the Contractor on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the specifications. The County shall conduct a review of Contractor's drawings and a drawing marked with one of the following review comments shall be returned to the Contractor.

1. No exceptions taken.
2. Comments attached. Resubmit.
3. Rejected.

The Contractor must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

B. Samples

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work shall be judged. Samples of all items of related systems (i.e. adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

Where samples are required, they shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any work in accordance with the schedule. The Contractor shall allow at least twenty-one (21) calendar days for the County's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any work without such review. Each sample shall bear a label showing the Contractor's name, date submitted, project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

Samples which have been reviewed may, at the County's option, be returned to the Contractor for incorporation into the Work.

C. Catalogues, Data and Certificates

Where catalogues, data or certificates are required, five (5) copies of each shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than thirty-five (35) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any work in accordance with the CPM schedule. The Contractor shall allow at least twenty-one (21) calendar days for the County's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any work without such review.

Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Contractor's name, project name, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Contractor shall be certified and dated by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specification, on forms provided by the County. The County shall conduct a review of Contractor's catalogues, data, and certificates and one copy marked with the review comments listed in paragraph A, above, shall be returned to the Contractor.

72 Cost Savings

After award of the Contract, the County shall consider changes to the Contract proposed by the Contractor affecting the intent of the Contract Documents. If the Contractor awarded the project proposes changes to the Contract Documents which reduce project costs, and they are accepted by the County, then the Contractor shall be entitled to fifty percent (50%) of the savings resulting from the changes (after engineering fees and administrative costs have been paid).

73 Safety and Health Regulations

A. The Contractor shall be fully and solely responsible for conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. The Contractor shall continually and diligently inspect all work, materials, and equipment to discover any conditions that might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

The Contractor shall comply with the Department of Labor Safety and Health Regulations promulgated under the Occupational Safety and Health Act of 1970 to include General Industry Standards (29 CFE 1910) and (29 CFR 1926/1910) for construction, and under Section 107 of the Contract Work Hours and Safety Standards Act.

B. The Contractor shall comply with the Manual on Uniform Traffic Control Devices when working on or off the site.

C. The Contractor shall allow representatives of the Department of Labor and authorized representatives of the Palm Beach County Department of Environmental Resources Management and the Palm Beach County Risk Management Department full access to the project for inspection.

74 Best Management Practices for the Construction Industry

A. The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates the site before construction is initiated to determine if any site conditions may pose particular problems for the use, handling, production or storage of any regulated substances.

For instance, handling regulated substances in the proximity of water bodies or wetlands may be improper.

B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner that shall minimize any possible risk of release to the environment. Any storage container of 55 gallons or 440 pounds or more containing regulated substances shall have constructed below it an impervious containment system constructed of material of sufficient thickness, density and composition that shall prevent the discharge to the land, groundwater or surface water of any pollutant that may emanate from said storage container. Each containment system shall be able to contain 150% of the contents of all storage containers above or within the containment system.

C. The Contractor shall be responsible for assuring that each contractor and subcontractor shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a regulated substance and shall be thoroughly familiar with procedures required to contain and clean up any releases of the regulated substance. Any tools or equipment necessary to accomplish same shall be available in case of release.

D. Upon completion of construction, all unused and waste regulated substances and containment systems shall be removed from the construction site by the Contractor and shall be disposed of in a proper manner as prescribed by law.

75 Performance During Emergency

By submitting a Bid, Contractor agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the County shall be given "first priority" for all goods and services under this Contract. Contractor agrees to provide all goods and services to the County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Contractor shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute a breach of Contract and make the Contractor subject to sanctions from further business with the County.

76 Appropriation of Funds

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners or grant entity.

77 No Third Party Beneficiary

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or any employees of the County and/or Contractor.

END OF SECTION

SUPPLEMENTAL GENERAL CONDITIONS

Project Name: Fullerton Island Public Use Facilities

Project No.: 2014ERM01

1. Additional Insured(s) and Indemnitees

In addition to the County, the following shall be added as additional insured(s) as required in Article 18 (Contractor's Insurance) of the General Conditions:

Town of Jupiter
210 Military Trail
Jupiter, FL 33458-5786

In addition to the County, the following shall be added as additional indemnitees as required in Article 37 (Indemnification) of the General Conditions:

Town of Jupiter
210 Military Trail
Jupiter, FL 33458-5786

2. Revise General Conditions, Articles 19 (Contractor's Responsibility), 27 (Subcontracts) and 41 (Work by Others) by adding the following:

The Contractor shall perform with his own organization work amounting to fifty-one (51%) or more of the total Contract amount, as amended, less the total amount for material/equipment purchase, surveying and engineering.

The Contractor will execute all agreements to subcontract work in writing and include all pertinent provisions and requirements of the Contract in those agreements. Upon request, the Contractor will furnish subcontract copies to the County. The subcontracting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

END OF SECTION

APPENDIX A

NOTICE TO PROCEED

(Via U.S. Mail, Email, Hand Delivery and/or Fax)

DATE: _____

TO: _____
(CONTRACTOR)

ADDRESS: _____

**FOR PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT**

Project No.: 2014ERM01
Project Name: Fullerton Island Public Use Facilities

You are hereby notified that the Contract Time under the above construction contract commences on _____, 20__ (Commencement Date). By that date, you are to start mobilizing and performing your obligations under the Contract Documents. In accordance with the Contract, the date of Substantial Completion is _____, 20__, which is _____ (__) successive calendar days after the Commencement Date. The date of Final Completion will be thirty (30) calendar days after Substantial Completion and will be specified in the Punchlist.

Before you may start any Work, you must deliver to the County, the following:

1. List of all subcontractors that will perform work on the project.
2. Construction CPM Schedule as required in General Condition Article 67.
3. List of all shop drawings to be submitted.
4. Certified copy of recorded Public Construction Bond

Payment(s) on this project must also be approved by:

NONE
Design Professional

NONE
Public Entity

Palm Beach County, Florida

By: _____
Daniel Bates, Deputy Director
Dept. of Environmental Resources Management
Palm Beach County

ACCEPTANCE OF NOTICE

Receipt of the above Notice To Proceed is hereby acknowledged by _____ this _____ day of _____, 20__.

BY: _____
Signature

Print Name

TITLE: _____

**CERTIFICATION OF COMPLIANCE WITH
THE LIVING WAGE ORDINANCE**

PROJECT NO.: 2014ERM01
PROJECT NAME: Fullerton Island Public Use Facilities

The Ordinance states: "Every six (6) months the non-county employer shall certify and file with the Department of Environmental Resources Management 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."

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 the Instructions to Bidders 13.6 "Maintenance of Payroll Records."

Date: _____

Company Name (Print)

Authorized Officer: _____
Name/ Title (Print)

Signature

CONSTRUCTION APPLICATION AND CERTIFICATE FOR PAYMENT (INVOICE)

TO: Palm Beach County Board of County Commissioners
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2743
ATTN: FSS Divison

FROM:

CONTRACT R#:
INVOICE/APPLICATION DATE:
INVOICE/APPLICATION #:
MONTHLY OR FINAL INVOICE:
PERIOD FROM:
TO:

PROJECT NO.:
PROJECT NAME:

The Contractor certifies he has checked and verified this Application for Payment for this Period, and that it is a true and correct statement of all work performed, and/or any and all material and equipment supplied by the Contractor; that all work, materials, and equipment included in this Application for Payment have been performed and/or supplied in full accordance with the terms and conditions of the Contract Documents and/or duly authorized deviations, substitutions, alterations and/or additions; that all terms of this Application for Payment have been authenticated and approved by the authorized undersigned representative of the Contractor and the Current Payment shown herein is now due.

ORIGINAL CONTRACT SUM: \$ -
NET CHANGE(S):
CHANGE ORDER # \$ -
CHANGE ORDER # \$ -
CHANGE ORDER # \$ -
CHANGE ORDER # \$ -

CONTRACT SUM TO DATE: \$ -

REPRESENTATIVE SIGNATURE DATE

PRINT REPRESENTATIVE NAME TITLE

Table with 4 columns: ACCOUNT # / KPO #, TOTAL COMPLETED, LESS RETAINAGE, PAYMENT DUE. Includes sub-section ERM USE ONLY and a TOTALS row.

TOTAL COMPLETED TO DATE \$ -
LESS PREVIOUS PAYMENTS \$ -
RETAINAGE: LESS PREVIOUS HELD \$ -
LESS CURRENT HELD \$ -
PLUS AMOUNT RETURNED \$ -
CUMULATIVE RETAINAGE HELD \$ -
CURRENT PAYMENT DUE \$ -
TOTAL PAYMENTS, LESS RETAINAGE \$ -
CONTRACT BALANCE, INCLUDING RETAINAGE \$ -

BY: REVIEWER APPROVED BY: DIRECTOR, ENVIRONMENTAL RESOURCES MANAGEMENT

PAY SUMMARY

CONTRACT R#: 0 INVOICE/APPLICATION DATE: INVOICE/APPLICATION #: 0

Large table with 17 columns: ITEM #, DESCRIPTION OF WORK, DATE AUTH., UNIT, QUANTITY, RATE, AUTHORIZED AMOUNT, QUANTITY COMPLETE, TOTAL \$ COMPLETE, % COMP., PREVIOUS PAYMENTS, RETAIN. %, RETAINAGE HELD PREVIOUS PAYMENTS, RETAINAGE HELD THIS PAYMENT, CUMULATIVE RETAINAGE HELD THIS PAYMENT, TOTAL DUE THIS PAYMENT, TOTAL PAYMENTS (LESS RETAINAGE), CONTRACT BALANCE INCLUDING RETAINAGE.

**OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT#: 2014ERM01

PROJECT NAME Fullerton Island Public Use Facilities

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (√)	Small Business (√)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge _____

(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____ . _____

On _____ - _____ - _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

=====

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

WARRANTY OF TITLE AND RELEASE
(For Periodic Progress Payments)

INVOICE #: _____
INVOICE PERIOD ___/___/20___ **TO** ___/___/20___
PROJECT NO.: 2014ERM01
PROJECT NAME: Fullerton Island Public Use Facilities

BEFORE ME, the undersigned authority, personally appeared _____
hereinafter called the "Affiant"), who after being duly sworn, deposes and says that he is the
_____ of _____ a _____
[Enter State of incorporation]

corporation (hereinafter called the "Contractor"), pursuant to Palm Beach County Contract, Resol. No. R20___-___, dated the ___ day of _____, 20___, and subsequent alterations, including, but not limited to change orders approved in writing by the County (hereinafter collectively called the "Contract"), with the BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA (hereinafter called the "County"), for the furnishing of certain labor, materials, equipment, tools, supplies and manufactured articles (hereinafter called the "Work"), to improve certain property located in PALM BEACH COUNTY, FLORIDA (hereinafter called the "Property"), and on behalf of the Contractor named above is authorized to make the following warranties, requests, releases, and indemnifications:

I. The Contractor warrants that it has fully completed in accordance with the Drawings and Specifications therefore, that portion of the Work, pursuant to the Contract (the "Completed Work") and represents that the attached Application for Payment constitutes a full and complete accounting of all monies due the Contractor under the Contract during the Invoice Period.

- II. A. ORIGINAL CONTRACT SUM \$ _____
- B. Approved Change Orders \$ _____
- C. Other Adjustments (Explain on attachment) \$ _____

- III. The Contractor further warrants and represents that:
1. All Work performed by the Contractor during the Invoice Period has been incorporated into this request for payment.
 2. There are no costs, extras, change orders, or claims of any kind or nature due the Contractor for Work performed during the Invoice Period other than as set forth herein.
 3. Contractor hereby waives its right to payment and to any other claim not indicated herein.
 4. All subcontractors, subconsultants, laborers, vendors, materialmen, manufacturers, suppliers and other parties of whatever kind or nature who are entitled to payment from the Contractor for providing labor and materials to the Contractor pursuant to the Contract progress have been paid for performing or furnishing the work, labor, equipment, materials, tools, supplies and manufactured articles upon said Contract from previous progress payments received, less retainage, by the Contractor, prior to the receipt of any future progress payments, and have delivered to the Contractor validly executed Partial Releases of Liens or Claims with respect thereto.

5. Contractor does hereby waive, release, remise, and relinquish Contractor's right to claim, demand, or impose a lien or claims to the extent of the previous payments, and except to the extent of the "Amount Due or to Become Due and Unpaid" set forth in the attached Statement of Unresolved Claims, for work done or labor, materials, equipment or supplies furnished and/or any other kind of class of lien or liens on the Property.

6. This shall constitute a full, absolute, and unconditional release and discharge by the Contractor to the County of all claims or liens of the Contractor, of whatever nature, arising out of, in connection with, or resulting from the supply by the Contractor, or any of its subcontractors or suppliers, of labor and/or materials to the Property as of the indicated last day of the Invoice Period, except to the extent of the "Amount Due or to Become Due and Unpaid" and any claims listed on the attached Statement of Unresolved Claims.

The Contractor agrees to indemnify and hold the County harmless from and against all costs and expenses, including reasonable attorney's fees and fees on appeal, resulting from any entity or individual who claims to have not been paid for labor, materials, equipment, tools, supplies and manufactured articles furnished in connection with the Completed Work.

This Affidavit is done with the understanding that contract payments are based on the truth and veracity of this document and any misrepresentation hereunder could result in action for breach of contract and/or loss, reduction or retention of future contract payments.

This statement is given under oath.

(Contractor)

(CORPORATE SEAL)

(Signature)

(Name/Title)

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, (name).

He/She is personally know to me or has presented _____ (type of identification) as identification.

Notary Public Signature and Seal

Print Notary Name and Commission Number

Attachment: Statement of Unresolved Claims

STATEMENT OF UNRESOLVED CLAIMS

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

CONTRACT RESOL. NO.: R20__ - ____

CONTRACTOR NAME: _____

INVOICE #: _____

INVOICE PERIOD: __/__/20__ - __/__/20__

Contractor shall list, in detail, on this page and any required additional pages all outstanding, unresolved claims which Contractor has on this project. (If none, state "None.")

NAME	ADDRESS	AMOUNT DUE OR TO BECOME DUE AND UNPAID

(Attach additional sheets, if more space is required)

CHANGE ORDER NO.:

(Mark applicable category:)

- Owner Initiated
- Differing Site Conditions
- Zoning/Code/Ordinance Changes
- Errors/Omissions/In Design
- Quantity Overruns/Underruns
- Request By Another Agency/Outside Party
 - A. Reimbursable
 - B. Non-Reimbursable
- Other

PROJECT NO.: 2014ERM01
PROJECT: Fullerton Island Public Use Facilities

(Contractor Name): _____

CONTRACT RESOL. NO. _____

COMMISSIONER DISTRICT NO.: _____

CONTRACT DATE: _____

NOTICE TO PROCEED DATE: _____

COMMENCEMENT DATE: _____

BUDGET LINE ITEM: _____

You are directed to make the following Contract change(s):

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

The Original Contract Sum was \$ _____

Net Change by previous Change Orders \$ _____

The Contract Sum prior to this Change Order was \$ _____

The Contract Sum will be **increased/decreased** by this Change Order \$ _____

The New Contract Sum **including** this Change Order will be \$ _____

The Contract Time will be **increased/decreased** by _____

The Date of Substantial Completion **including** this Change Order _____

The Date of Final Completion **including** this Change Order To Be Specified in Punchlist

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

_____	Palm Beach County/ERM
CONTRACTOR	OWNER
_____	2300 N. Jog Road, 4 th Floor
Address	Address
_____	West Palm Beach, FL 33411
BY _____	BY _____
ITS _____	Daniel Bates, Deputy Director
[Title]	Department of Environmental
DATE _____	Resources Management
	DATE _____

Approved as to Form and Legal Sufficiency:

BY _____
Assistant County Attorney

**SCHEDULE 1 FOR CHANGE ORDER NO. _____
LIST OF PROPOSED SBE-M/WBE PARTICIPATION**

PROJECT NAME OR BID NAME: Fullerton Island Public Use Facilities
 NAME OF PRIME BIDDER: _____
 CONTACT PERSON: _____
 BID OPENING DATE: _____

PROJECT NO. OR BID NO: 2014ERM01
 ADDRESS: _____
 PHONE NO.: _____ FAX NO.: _____
 USER DEPARTMENT: Environmental Resources Management

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

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
	Minority Business	Small Business					
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total

Total Change Order Price \$ _____

Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work _____

I hereby certify that the above information accurate to the best of my knowledge _____
 Signature Title

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

Revised 7/2/2013

**OSBA SCHEDULE 2 FOR CHANGE ORDER NO. ____
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

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

PROJECT NUMBER: 2014ERM01 **PROJECT NAME:** Fullerton Island Public Use Facilities

TO: _____
(Name of Prime Bidder)

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

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

Date of Palm Beach County Certification: _____

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

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage _____
(SBE Prime or Subcontractor's Quote)

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

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

Price or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the **SBE-M/WBE** listed to ensure the **SBE-M/WBE** perform the work with their own work force. The undersigned **SBE-M/WBE** Prime or **SBE-M/WBE** subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

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

Print name of
SBE-M/WBE Company

By: _____
(Signature)

Print name/title of person executing on behalf
of **SBE-M/WBE**

Revised 7/2/2013

Date: _____

PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (ERM)

CONSTRUCTION WORK DIRECTIVE NO. _____

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

CONTRACT RESOL. NO.: R20__-____

CONTRACT DATE: _____

TO: _____

 (Contractor)

ATTN: _____

(Address)

FROM: PALM BEACH COUNTY, Department of Environmental Resources Management

You are directed to proceed with the following work on a cost-plus (time and materials) basis in accordance with the Contract's General Conditions, Article 43, Paragraph A.3.C. This does not authorize a change in the Contract Price and/or Contract Time, but is evidence that the parties expect that the change directed or documented by this Work Directive shall be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price and/or Contract Time, as amended by prior Change Order(s) and Written Amendment(s) by _____ [*Insert Deadline Date for Resolution*]. The negotiated Change Order shall not exceed:

ERM Directive: __ \$50,000 __ 30 Calendar Days

CRC Directive: __ \$100,000 __ 90 Calendar Days

CAUSE FOR THE DIRECTIVE:

DESCRIPTION OF THE WORK:

NOTIFICATION MUST BE GIVEN TO ERM PRIOR TO WORK COMMENCING.
WORK TICKETS MUST BE SIGNED DAILY BY ERM'S REPRESENTATIVE.

The Contractor shall submit all documentation for payment of this work within thirty (30) calendar days of completion of the above-referenced Work Directive.

ISSUED BY: Palm Beach County/ERM
 2300 N. Jog Road, 4th Floor
 West Palm Beach, FL 33411

Daniel Bates, Deputy Director
Department of Environmental
Resources Management

DATE _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

CONTRACTOR: _____

CONTRACT DATE: _____, 20__

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO: PALM BEACH COUNTY / ERM
(Owner)

AND

TO: _____
(Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of the COUNTY, along with the CONTRACTOR and that Work is hereby declared to be Substantially Complete in accordance with the Contract Documents on:

(Date of Substantial Completion)

A Punch List of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and failure to include an item in the list does not alter the responsibility of the CONTRACTOR to complete all the Work in a good and workmanlike manner in accordance with the Contract Documents. The Punch List items shall be completed or corrected by the CONTRACTOR within _____ days of the above date of Substantial Completion.

The responsibilities between the County and the CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

County: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of any Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in a good and workmanlike manner in accordance with the Contract Documents.

Recommended by the COUNTY:

By: _____ Date _____
ERM Project Manager (Name)

CONTRACTOR hereby accepts this Certificate of Substantial Completion:

By: _____
(Signature) (Name)

(Title) Date: _____

County acknowledges receipt of this Certificate of Substantial Completion:

By: _____ Daniel Bates Date _____
ERM Deputy Director (Name)

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

TO: Palm Beach County/Environmental Resources Management

PROJECT NAME: Fullerton Island Public Use Facilities

PROJECT NO.: 2014ERM01

CONTRACT RESOL. NO.: R20__-__

ATTN: _____, Project Manager

FROM: _____ (Contractor)

This is to certify that I, _____ am an authorized official of

_____ working in the capacity of _____ and have

been properly authorized by said firm or corporation to sign the following statements pertaining to the subject Contract: I know of my own personal knowledge, and do hereby certify, that the work of the Contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the Contract Documents and approved changes thereto. The Contract Work is now complete in all parts and requirements, and ready for your final inspection. I understand that neither the determination by the County that the work is complete, nor the acceptance thereof by the County, shall operate as a bar to any claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

DATE OF FINAL COMPLETION: _____

By: _____ (Signature) _____ (Name)

_____ (Title) Date: _____

Recommended by the COUNTY:

By: _____ (ERM Project Manager) _____ (Name) Date _____

County acknowledges receipt of this Certificate of Final Completion:

By: _____ (ERM Deputy Director) Daniel Bates (Name) Date _____

STATEMENT AND DOCUMENTATION REGARDING SUBCONTRACTOR RELEASES

TO: Palm Beach County/Environmental Resources Management

DATE: _____

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

CONTRACT RESOL. NO.: R20__ - ____

FINAL PAYMENT APPLICATION NUMBER _____

FROM: _____(Contractor)

This is to certify that I, _____ am an authorized official of
_____ working in the capacity of _____ and

have enclosed the original releases from all subcontractors for this Project, which are listed below. (A subcontractor is defined as any contractor, vendor, supplier, or consultant that provided goods and/or services, including equipment rental, for this Project to the Contractor.)

(Contractor)

(CORPORATE SEAL)

(Witness Signature)

BY _____
(Signature)

(Witness Name)

ITS _____
(Title)

Enclosures

CONSENT OF SURETY FOR FINAL PAYMENT

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

PROJECT LOCATION: 800 U.S. Hwy 1, Jupiter, FL – 500 feet west of Burt Reynolds Park West; PCN#'s 30-43-40-31-00-000-7010; 30-43-41-06-00-010-0010; 30-43-41-06-00-011-0010; 30-43-41-06-00-000-3010

CONTRACT RESOL. NO.: R20 - _____

CONTRACT DATE: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

FINAL CONTRACT AMOUNT: \$ _____

In accordance with the provisions of the above-named Contract between the County and the Contractor, the following named Surety:

on the PUBLIC CONSTRUCTION BOND of the following named Contractor:

hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named County, as set forth in said Surety Company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20__.

(Attest)

(Name of Surety Company)

(Affix corporate seal here)

(Signature of Authorized Representative)

TITLE: _____

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__, by _____, (name).

He/She is personally know to me or has presented _____ (type of identification) as identification.

Notary Public Signature and Seal

Print Notary Name and Commission Number

FINAL WARRANTY OF TITLE AND RELEASE

PROJECT NO.: 2014ERM01

PROJECT NAME: Fullerton Island Public Use Facilities

Before me, the undersigned authority, personally appeared _____, who was duly sworn and says:

1. Affiant is the _____ of _____, a _____ corporation (hereinafter called the "Contractor").
[Enter State of incorporation]

2. Contractor entered into a Contract, being Resol. No. R20__ - ____, dated the _____ day of _____, **20__** (which, along with subsequent alterations, including, but not limited to change orders approved in writing by the County, are hereinafter collectively called the "Contract") with the **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter called the "County"), for Project No. 2014ERM01, Fullerton Island Public Use Facilities for the construction of certain improvements and the performance of certain Work more particularly described in the Contract Documents (such construction and performance being hereinafter collectively referred to as the "Work"), on property owned and or controlled by the County, located in Palm Beach County.

3. Contractor has fully completed the Work and all individuals, firms, and corporations furnishing materials, labor, equipment, tools, supplies, manufactured articles and services incident to the completion of the Work, and all payrolls, bills for materials, equipment, tools, supplies, manufactured articles, and all other indebtedness connected with the Work, have been paid in full, and, there are no claims or suits pending against the Contractor, Palm Beach County, or anyone in connection to the Work, except for the following:

None, unless set forth below:

Name	Address	Amount Due or to Become Due and Unpaid
_____	_____	_____
_____	_____	_____

(Attach additional sheets, if more space is needed)

4. Receipt by Contractor of the Final Payment from County in the amount of \$_____ shall constitute a full release and discharge by Contractor to said County of all claims and liens of the Contractor against said County arising out of, connected with, or resulting from performance of the Contract or the Work.

5. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

6. This Affidavit is made by Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to the County under said applicable laws, Contractor

agrees to forever indemnify, defend, and hold said County harmless from and against all costs and expenses, including reasonable attorney's fees, including fees on appeal, resulting from individuals, firms, or corporations who claim to have not been paid for material, labor, equipment, tools, supplies, manufactured articles or services furnished incident to the Work.

7. Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the County in connection with obtaining or performing said Contract.

8. This Affidavit is made for the purpose of inducing Final Payment from the County to the Contractor under the Contract in compliance with the Contract Documents.

9. Affiant has full authority to execute this Affidavit and to execute a full and final release of all claims and liens on behalf of the Contractor.

This statement is given under oath.

(Contractor)

(CORPORATE SEAL)

(Signature)

(Name/Title)

STATE OF FLORIDA

COUNTY OF _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, (name).

He/She is personally know to me or has presented _____ (type of identification) as identification.

Notary Public Signature and Seal

Print Notary Name and Commission Number

GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) _____

We the undersigned hereby guarantee that the **Fullerton Island Public Use Facilities, Project No. 2014ERM01**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Final Completion of all of the above named work procured by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Guarantee Signature/Filing Date)

(Final Completion Date)

(Contractor)

(CORPORATE SEAL)

By: _____
(Signature)

(Witness Signature)

(Witness Name)

(Name)

ITS _____
(Title)

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20__.

(Attest)

(Affix corporate seal here)

(Name of Surety Company)

(Signature of Authorized Representative)

TITLE: _____

STATE OF FLORIDA

COUNTY OF _____

(Power of Attorney must be attached if executed by Attorney in Fact)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__, by _____, (name). He/She is personally know to me or has presented _____ (type of identification) as identification.

Notary Public Signature and Seal

Print Notary Name and Commission Number

END OF SECTION

APPENDIX B

POST BID INFORMATION

(If requested by the County)

PROJECT NAME: Fullerton Island Public Use Facilities

PROJECT NO.: 2014ERM01

POST BID INFORMATION REQUIREMENTS

If required by the County, this form must be completed and returned to the County within two (2) business days of the request by the low Bidder. Each Bidder is responsible for checking the Bid results to determine if they are the low Bidder. Failure to return this form within two (2) business days will result in rejection of the Bid by the County. Award will be made to the lowest, responsive, responsible Bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation to Bid, to the Instructions to Bidders, Palm Beach County Code Sections 2-51 through 2-54, as amended and to Florida law. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within two (2) days of the County's request, the Post Bid Information as may be called for herein. Each Bidder must, upon request, provide evidence that, as of the date of Bid Document submission, Bidder, and the listed subcontractors, were qualified to do business in the State of Florida and Palm Beach County.

1. Contractor's Legal Name and Address:

Name: _____

Address: _____

City: _____ State _____ Zip Code: _____

2. Check One: Corporation: _____ Partnership: _____ LLC: _____

Individual: _____ Joint Venture: _____

3. If a Corporation or LLC, state:

Date of Incorporation or Organization _____

State in which Incorporated or Organized _____

4. If an out-of-state corporation or LLC which is currently authorized to do business in the State of Florida, give the date of such authorization: _____

5. Names and Titles of Principal Officers or Managing Members (LLC) Date Elected:

6. If a Partnership, state:

Date of Partnership: _____

Type of Partnership (General or Limited): _____

Names and Addresses of Partners: _____

7. If Joint Venture, state:

Date of Joint Ventureship: _____

Names and Addresses of Joint Venturers:

8. If Sole Proprietorship, state:

Name and Address of Sole Proprietor:

9. List corporate names or business names under which each of the principals in the present corporation have done business for the last ten (10) years:

10. List all subsidiaries or holding companies:

11. Contractor's License: _____ Primary Classification _____
State License No.: _____
Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above:

12. What is the maximum bonding capacity of your company?
(A) Capacity (Dollar Amount): _____
(B) Include the company name, phone number, address and name of both your current bonding company and the Attorney-In-Fact who executes the bond:

13. Has your organization or any member been involved in any litigation or arbitration within the last ten (10) years as a result of construction contracts, including but not limited to liens, defective performance or workmanship? If yes, provide the following information for each case (attach additional sheets as necessary):
(A) Style or caption of litigation or arbitration: _____

(B) All parties to such proceedings:

(C) Names, Addresses, and Telephone Numbers of Attorneys for each party:

(D) Date Litigation Started: _____

(E) Status of Case: _____

(F) Provide an explanation of each claim by and against each party
(Attach additional sheets as necessary).

14. Have you or any principal of your company ever declared bankruptcy?

Yes _____ No _____

If yes, provide dates and particulars:

<u>Date</u>	<u>Reason</u>
-------------	---------------

15. Have you, any principal of the present company, or, any entity listed in Item #9 above ever failed to complete work awarded to you, been declared in contract default or, been suspended by a governmental entity from bidding on work or receiving contract awards? If so, where and why?

16. List some major subcontractors and suppliers from your completed or ongoing projects:

17. State the construction experience of your firm's principal members including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

18. State the construction experience of your organization including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

19. State the construction experience of the Superintendent to be assigned to this project including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

END OF SECTION

TECHNICAL SPECIFICATIONS
FOR
FULLERTON ISLAND PUBLIC USE FACILITIES

PROJECT NO. 2014ERM01

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Fullerton Island Technical Specifications (Continued)

DIVISION ONE - GENERAL REQUIREMENTS

SECTION 01001- GENERAL REQUIREMENTS

PART 1 – GENERAL

1.1 THE REQUIREMENT

- A. This Section is made for the explanation and guidance of the work outlined by the contract documents. The omission of reference of any required work by the Contractor to comply with Federal, State, or Local Regulatory Agencies shall not, however, alter the intent of the Bid Form, or relieve the Contractor of the necessity or complying with or furnishing such, as part of the Contract.

1.2 RELATED REQUIREMENTS

- A. Section 01300 Submittals

1.3 SCOPE OF WORK

- A. The work covered by these specifications comprises in general the furnishing of all supervision, labor, materials, equipment, supplies, tools and manufactured articles of every kind required to conduct the work as described by the contract documents.
- B. The scope of work includes construction of public access features at the area known as Fullerton Island. The features include a six (6) slip floating day dock with aluminum gangway, shade shelter, concrete pathway, picnic areas, and signage.
- C. The work includes all transportation and all temporary services, utilities, systems and construction, including those not expressly shown or called for in the Contract Documents, necessary to properly accomplish and complete the work in accordance with the requirements of the Contract Documents.

1.4 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

- A. The Contractor shall be required to (a) commence mobilization (Commencement Date) under this contract within fourteen (14) calendar days after the date of the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the post-construction surveys, demobilization, and site clean-up and restoration not later than one hundred eighty (180) calendar days from Commencement Date. The accepted schedule shall become the contract completion schedule for all purposes including assessment of liquidated damages.

See Section 1.6 of the Bid Form, Bid Form – 4 for additional information.

Fullerton Island Technical Specifications (Continued)

SECTION 01001 – GENERAL REQUIREMENTS

1.5 PRE-CONSTRUCTION CONFERENCE

See the General Conditions.

1.6 WORK PROGRESS SCHEDULE

See the General Conditions.

1.7 LIQUIDATED DAMAGES

The Contractor shall pay liquidated damages as specified in the Bid Form.

1.8 CONFLICTS

- A. To the extent that there is a conflict between the various sections of the contract documents, the following order of documents shall indicate precedence:
1. In order of the most recent document date: Contract Modifications, Change Orders, Addendums, and/or modifications to the Technical Specifications or Plans authorized by the County.
 2. Contract, General Conditions, Supplemental General Conditions, Appendices
 3. Plans
 4. Technical Specifications and Attachments
 5. Proposal, Bonds, Guarantee, Instructions to Bidders, Invitation for Bid

1.9 DEFINITIONS

- A. Contract Documents: Technical Specifications, Permits, Construction Plans, Invitation to Bidders, Instructions to Bidders, Contract, Bonds, Guarantee, General Conditions, Supplemental General Conditions, Attachments, Bid Proposals, Written Amendments, Addenda, Change Orders, and required Contractor Submittals related to the work.
- B. Mobilization: The deployment by the Contractor of such equipment and material as is necessary to perform the work as detailed in the Contract Documents and in compliance with State, Federal, and local laws and regulations.
- C. Demobilization: The removal of all equipment and material associated with this Contract from the work locations and doing so in a manner which leaves the work sites in their original condition or in a condition acceptable to the County.

Fullerton Island Technical Specifications (Continued)

SECTION 01001 – GENERAL REQUIREMENTS

- D. Environmental Damage and/or Pollution: The presence of chemical, physical, or biological elements or agents which have the potential to adversely affect human health or welfare; unfavorably alter ecological balance, affect other species, or degrade the utility of the environment for aesthetic, cultural, historical, or recreational purposes. The control of pollution and environmental damage require consideration of water, air land, and cultural resources and includes management of construction activities, visual aesthetics, noise, and solid wastes as well as other pollutants. Pollutants include fuels and other hydrocarbons such as hydraulic fluid, paints and solvents; bilge water; solid wastes; and noise.
- E. Project Area: The limits of construction where the Contractor is permitted to work.
- F. Plans/Construction Plans: Any drawings as specified in the Contract Documents. The term “Plans” is synonymous with the term “Construction Plans” and the term “Drawings”.
- G. Items of Historical or Archeological Value: Man-made or altered artifacts over 50 years old.

1.10 PERMITS:

- A. Copies of environmental permits included in Attachment A:
 - 1. USCOE Permit Number SAJ-2011-03379(IP-AAZ)
 - 2. FDEP Environmental Resource Permit No. 50-0308809-001
 - 3. Town of Jupiter Building Permit - pending.
- B. Contractor shall contact the Town of Jupiter to obtain building permit.
- C. Any licenses that are required to be obtained by the Contractor, including, but not limited to occupational licenses, shall be secured and paid for by the Contractor.
- D. The Contractor shall abide by all notes and conditions indicated on the Plans, permit(s) and conditions of site plan approval. The Contractor shall take full responsibility and shall bear all additional costs that arise from the Contractor violating any condition of a permit or from the Contractor causing the County to violate any condition of a permit. The Contractor shall post permits on the job site for the duration of the project.
- E. The Contractor shall immediately notify the County of any non-compliance with the permits, easements or terms and conditions of this contract. Any non-compliance noted by the County shall be brought to the attention of the Contractor and the appropriate regulatory agencies. The responsible regulatory

Fullerton Island Technical Specifications (Continued)

SECTION 01001 – GENERAL REQUIREMENTS

agency will determine the action to be taken and the County will notify the Contractor. Such actions may include temporarily discontinuing construction of the project. The Contractor shall comply and require all subcontractors to comply with all applicable Federal, State or local laws or regulations, permits, easements and all elements of the Environmental Protection Plan. The Contractor shall be liable for any actions or delays resulting from any violation or non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or subcontractors.

1.11 STAGING AREA

- A. It shall be the Contractor's responsibility to secure a staging and loading area, as needed to construct the project and shall obtain any lease, rights of entry, and/or any other real estate right as needed to secure a staging and loading area. Obtaining permits and any other environmental and security clearances needed for use of these areas, and transit routes to/from these areas is also the Contractor's responsibility.

1.12 INSPECTION NOTIFICATION

- A. The Contractor shall notify the County by telephone or e-mail regarding the time and date of the following events a minimum of two (2) days prior to each event:
 - 1. Mobilization of equipment to the sites.
 - 2. Project layout.
 - 3. Placement of silt fencing.
 - 4. Deployment of turbidity curtains.
 - 5. Initiation of pile setting for floating dock.
 - 6. Installation of dock, pilings and gangway.
 - 7. Construction of the shade shelter.
 - 8. Installation of concrete pathway.
 - 9. Installation of signs and picnic tables.
 - 10. Installation of concrete screenings in picnic area.
 - 11. Completion of project.
 - 12. Demobilization from the site.

1.13 UTILITIES

- A. There are no known utilities located in the project area. Regardless of information, the Contractor shall contact Sunshine State One-Call of Florida, Inc. at 1-800-432-4770 a minimum of 48 hours prior to commencing construction activities to determine the location of utilities that may be present in the project area at Fullerton Island.

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

Fullerton Island Technical Specifications (Continued)

SECTION 01001 – GENERAL REQUIREMENTS

Drawings. Utilities shall be located and marked in the field. The Contractor shall take whatever steps are necessary to protect the utilities from damage.

The Contractor shall be responsible to verify all utilities that exist within the project area. Should there be utility conflicts, the Contractor shall inform the County and notify the respective utility owners to resolve utility conflicts and utility adjustments, as required.

The Contractor shall fully cooperate at all times with the utility in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible.

At points where the Contractor's operations are adjacent to utility facilities or other property, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, work shall not be commenced until all arrangements necessary for the protection thereof have been made. The Contractor shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations. The County shall not be held responsible for any damage to any utilities due to any action by the Contractor.

1.14 WORK HOURS:

- A. Work hours at the project site shall be 7:00 AM to 7:00 PM Monday through Friday, excluding legal holidays. Additional work days and hours maybe requested in writing by the Contractor for review and approval in writing by the County.

1.15 MAINTENANCE OF TRAFFIC

- A. In the Contractor's use of streets and highways, all work to be done shall conform to all Municipal, County, State and Federal laws and regulations. The Contractor shall provide, erect and maintain effective barricades, danger signals and signs on all affected streets or highways for protection of the work and safety of the public. Maintenance of traffic must conform to the guidelines as shown in the Florida Department of Transportation Roadway and Traffic Design Standards, latest revision, in Index No's. 600 through 660 inclusive.
- B. The Contractor shall conduct the work to cause minimum disturbance of normal pedestrian and vehicular traffic and is responsible for providing suitable means of access to all public and private properties during all stages of the construction. Other than for an emergency safety condition, the Contractor must contact the County for approval prior to completely blocking off any street to vehicular traffic during construction.

Fullerton Island Technical Specifications (Continued)

SECTION 01001 – GENERAL REQUIREMENTS

- C. If needed, the Contractor shall be responsible for preparing a Maintenance of Traffic Plan and shall submit plan at the Pre-construction Conference. Maintenance of Traffic shall be in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- D. The Contractor shall locate all heavy equipment, boats/boat trailers, barges, trucks or the Contractor's work crew personnel vehicles within Contractor supplied staging areas or within the project work area known as Fullerton Island.

1.16 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

- A. Contractor is responsible for prevention of erosion and sediment control.
- B. Any silt fence, sediment barrier or other means required to prevent erosion and control sedimentation shall be incidental to the pay item for mobilization.
- C. All costs (including permitting fees) associated with obtaining and complying with provisions of all federal, state and local storm water pollution prevention permits, rules, laws or ordinances shall be responsibility of Contractor, incidental to the pay item for mobilization, and shall be provided by the Contractor at no additional cost to the County.

1.17 SUBSURFACE INVESTIGATION

- A. Contractor shall visit the project area and become acquainted with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, all subsurface investigations performed by Contractor shall be performed at Contractor's expense.
- B. A Geotechnical Investigation for the project has been conducted. This investigation was obtained only for the County's use in design. For the Contractor's information, geotechnical investigation results are included in Attachment B of these contract documents. The geotechnical investigation is not a warrant of subsurface conditions.

1.18 ENGINEERING AND LAYOUT

- A. The County will provide design files in CAD format to facilitate the proper layout of the work to the Contractor at the pre-construction conference. The Contractor shall make all necessary measurements in the field to insure precise fit of items in accordance with the specifications found in the drawings. The final layout of the project must be approved by the County before any work commences.
- B. Should reference points or benchmarks fall within construction limits, the Contractor shall notify the County for survey coordination, and establish new

Fullerton Island Technical Specifications (Continued)

SECTION 01001 – GENERAL REQUIREMENTS

reference points or benchmarks in locations that will not be affected by the construction and preserved upon completion of construction.

- C. The Contractor's surveyor shall verify the accuracy of the County's design files prior to proceeding with work, and establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. The Contractor's surveyor shall perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, slope stakes, and other reference marks or points necessary to layout and construct app project elements to lines and grades as shown on plans. The cost for survey work shall be incidental to the cost of the items of work performed.

1.19 RECORD DRAWINGS

- A. 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 shall be prepared and certified (i.e., signed and sealed) by a Land Surveyor licensed in the State of Florida, as required by the project.
- B. The as-built information shall indicate (at a minimum), all elevations at edge-of-pavement (E.O.P.) at locations shown on the plans, top of pilings, centerline of dock at 20 ft intervals and all changes, additions or deletions to the original design documents.
- C. The above information shall be collected by survey and collected data shall be referenced on the AutoCAD (.dwg or equivalent) design file of project. Prior to scheduling a final inspection, three (3) sets of signed & sealed black line plans, boldly marked in large print and produced on 11 inch x 17 inch paper, along with electronic AutoCAD (.dwg) files (and .pdf files of same) copied onto a CD labeled with project information shall be submitted to the County for approval.
- D. The Contractor shall review all permits for this project and the general/special conditions which may call for "Record-Drawings" for a specific agency. The Contractor is responsible to satisfy the permit requirements in accordance with that agency's policy.
- E. The cost of the location survey, compilation/reproduction of electronic files, plans, and other information necessary to satisfy the above, shall be incidental to the cost of the items of work.

END OF SECTION 01001

Fullerton Island Technical Specifications (Continued)

SECTION 01150 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 FULLERTON ISLAND RESTORATION AND PUBLIC USE FACILITIES

- A. Unless otherwise specified, Partial Payment for **LUMP SUM (LS)** line items shall not be made. Payment will be based on the number of items completed and accepted.
- B. Partial Payment for **SQUARE YARD (SY)** Line Items shall be paid for based on quantities completed and accepted as measured in the field in square yards.
- C. Partial Payment for **CUBIC YARD (CY)** Line Items shall be paid for based on quantities completed and accepted as measured in the field in cubic yards.
- D. Partial Payment for unique Line Items furnished and installed **EACH (EA)** shall not be made. Payment will be based on the number of items completed and accepted.
- E. **MOBILIZATION & DEMOBILIZATION, 1 LS**, (Line Item 1) - Payment will be made for costs associated with or incidental to mobilization and demobilization, which includes but is not limited to: fencing, barricades, limits of construction marking, deployment of turbidity barriers, silt fencing, implementation of erosion and sediment control best management practices (BMPs), securing, and restoration of the project area and staging site. Staging site to be responsibility of Contractor. Payment shall include cleanup and restoration of the project area and staging site as nearly as possible to original condition. Application for Progress Payment for Mobilization is covered in the General Conditions.
- F. **CONSTRUCTION SURVEYS & AS-BUILT DRAWINGS, 1 LS**, (Line Item 2) - Payment shall be made for all costs associated with or incidental to all survey work, including establishment of horizontal and vertical control, project delineation, as-built drawings, reproduction, and signing and sealing of the surveys. Includes Construction and Completion Certifications to Permitting Agencies, if required. Partial Payment shall be made as a percentage of the actual contract completed.
- G. **PRESTRESSED 14" CONCRETE PILINGS, 404 LF**, (Line Item 3) - Payment shall be made for all costs associated with or incidental to all necessary equipment, material, labor, and supervision required to furnish, deliver, handle, install, and cut off the piles to meet the applicable contract requirements. Payment for piles shall be on the basis of the lengths of the piles measured from cut off elevations to final tip elevations. No additional payment shall be made for withdrawn, damaged, rejected, or misplaced piles; any portion of a pile remaining above the cut off elevation. No additional payment shall be made for backdriving; cutting off piles; splicing; build-ups; or any cut -off lengths of piles. Partial

Fullerton Island Technical Specifications (Continued)

SECTION 01150 - MEASUREMENT AND PAYMENT

Payment will be based on the length of pile completed and accepted.

- H. **45' ALUMINUM GANGWAY, 1 LS**, (Line Item 4) – Payment shall be made for all costs associated with or incidental to furnishing and installing a 45 foot long Aluminum Gangway. Payment to include design of attachments, as needed, to attach gangway to reinforced concrete landing as shown on the plans. Partial Payment shall not be made. Payment will be based on the completion and acceptance of the line item.

- I. **CRUSHED AGGREGATE – NO. 1 SCREENINGS, 120 TONS**, (Line Item 11) - Payment shall be made for all costs associated with or incidental to all necessary equipment, tools, material, labor, supervision and transportation required to furnish, deliver, handle and install material to lines and grades as shown on the plans. Installation of weed block fabric as specified herein shall be incidental to this line item. Partial Payment shall not be made. Measurement for Payment will be based on the number of tons furnished and installed per truck tickets delivered to site and installed to the lines and grades as shown on the plans.

- J. **SIX SLIP FLOATING DOCK , 1 L.S.**, (Line Item 17) – Payment shall be made for all costs associated with or incidental to all necessary equipment, tools, material, labor, and supervision required to design, fabricate, furnish, deliver, handle and install a six (6) slip floating dock with moorings as shown on the plans. Contractor to furnish and install main dock, gangway float, finger piers, mooring cleats, pile guides and pile rollers. Partial Payment shall not be made. Payment will be based on the completion and acceptance of the line item.

END OF SECTION 01150

Fullerton Island Technical Specifications (Continued)

SECTION 01300 - SUBMITTALS

PART 1 – GENERAL

1.1 REQUIRED SUBMISSIONS

- A. Per the Construction Schedule section of the General Conditions, the Contractor shall submit to the County for acceptance a short-term schedule in the form of a bar chart indicating initial activities of the Project at least seven (7) calendar days after Contract Award and prior to the Pre-Construction Conference and before beginning any work activities,
- B. At the Pre-Construction Conference, the Contractor shall provide the County with the following:
 - 1. Letter of Understanding: The Contractor will confirm that he has read, understands, and will abide by all terms and conditions of this contract and all of the permits, plans and technical specifications specifically the requirements for construction of the boat dock facility, time requirements, liquidated damages and any applicable ordinances, statutes, laws, rules, regulations and standards (i.e., OSHA), which may affect this project and that he shall take responsibility for ensuring that its subcontractors have the same understanding and agree to abide by the same terms and conditions.
 - 2. Copies: All required licenses, permits and certifications.
 - 3. Contact List: The Contractor shall provide the County with 24 hour contact information for Prime Contractor and all subcontractors proposed for the work. Any changes to Contact List shall be submitted to County within 24 hours for duration of Contract.
 - 4. Environmental Protection Plan: See 1.2 of Tech Specs
 - 5. Quality Assurance (QA) Plan: See 1.3 of Tech Specs
 - 6. Safety Plan: See 1.4 of Tech Specs
 - 7. Operations Plan: See 1.5 of Tech Specs

1.2 ENVIRONMENTAL PROTECTION PLAN

- A. Environmental Protection Plan: The Contractor shall prepare an Environmental Monitoring and Protection Plan addressing the prevention of environmental damage and pollution resulting from all operations under this contract. The Plan will be discussed at the Pre-Construction Meeting and the County may, at their discretion, specify revisions to be incorporated by the Contractor. County approval of the Plan shall be a required prerequisite to the start of construction.

Fullerton Island Technical Specifications (Continued)

SECTION 01300 – SUBMITTALS

The Contractor's Project Manager (or designee) shall be responsible for the implementation of the Plan and shall attend the Pre-Construction Meeting. This item and the associated work shall be performed at the expense of the Contractor.

1. The Environmental Protection Plan shall be dated and endorsed by the individual in charge of the construction and shall include, but not be limited to, the following:
 - a. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
 - b. Methods for Protection of Features and Habitats to be Preserved within Authorized Work Areas. The Contractor shall prepare a listing of methods to protect existing resources, i.e. all vegetation, landscape features, mangroves, air and water quality, seagrass, fish and wildlife (West Indian Manatee, Sea turtle species, Gopher tortoise), soil, historical, archeological and cultural resources.
 - c. Procedures to be implemented to provide the required environmental protection and to comply with the applicable permits, laws, and regulations. The Contractor shall provide written assurance that immediate corrective action will be taken to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
 - d. Identification: A statement identifying person(s) who will be responsible for implementation of the Environmental Protection Plan. The Contractor personnel responsible shall report directly to the Contractor's top management and shall have the authority to act for the Contractor in all environmental protection matters.
 - e. A statement acknowledging that the Contractor is responsible for environmental protection, including all of the Contractor's personnel and subcontractors.
2. Turbidity Control Plan: The Contractor is responsible for maintaining turbidity controls in accordance with Florida Department of Environmental Protection Permit #50-0308809-001, and United States Army Corps of Engineers Permit #SAJ-2011-03379(IP-EGR). The Environmental

Fullerton Island Technical Specifications (Continued)

SECTION 01300 – SUBMITTALS

Protection Plan shall address Turbidity Control and shall include methods for deployment and securing turbidity curtains during construction activities. The Turbidity Plan shall describe all activities required by the contract and any and all associated permit conditions, statutes, regulations and licenses. The Turbidity Plan shall incorporate a Quality Control section for each activity noting any and all Quality Control measures.

The Contractor shall inspect turbidity curtains daily to ensure proper functioning and shall retrieve the turbidity curtains as part of site restoration. Turbidity control requirements for this contract are the responsibility of the Contractor and incidental to the pay item for mobilization.

B. Resources Protection:

1. Property and Vegetation Protection: The County shall identify all property resources to be preserved within the Contractor's work areas. The Contractor shall not remove, cut, deface, injure, or destroy land resources including, but not limited to trees, shrubs, grasses, top soil, structures, and land form unless directed to do so by the County in the plans. The Contractor shall be responsible for the replacement of any damaged or destroyed property or vegetation, to the satisfaction of the County. Failure to replace damaged or destroyed property or vegetation by the Contractor shall result in replacement by the County; and the cost of replacement shall be deducted from monies due or to become due to the Contractor. The Contractor shall be liable for any non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or subcontractors.
2. Protection of Fish and Wildlife Resources: No intentional harassment, killing, or disturbing of wildlife by the Contractor or his employees is allowed. In the event any wildlife is disturbed or injured, the Contractor shall notify the County immediately.
3. Avoidance of Protected Species: The Contractor shall avoid impacts to any threatened or endangered species including gopher tortoises, manatees, sea turtles, and other marine mammals. Barge related construction activity shall be limited to daylight hours only. Vessels, barges, and equipment shall be operated in a manner to avoid manatees

and other endangered species when observed. The contractor shall instruct all personnel associated with construction of the project about the presence of manatees in the vicinity of project and unloading areas and

Fullerton Island Technical Specifications (Continued)

SECTION 01300 – SUBMITTALS

the need to avoid collisions with these animals. All personnel should be advised there are civil and criminal penalties for harming, harassing, or

killing endangered species or damaging reefs. The contractor shall immediately stop work and notify the County and Florida Fish and Wildlife Conservation Commission (FWC) of any collision with, or injury to, manatees or other endangered species or reef.

- a. Manatee Protection: The Contractor shall implement manatee protection in accordance with Florida Department of Environmental Protection Permit # 50-0308809-001 and United States Army Corps of Engineers Permit # SAJ-2011-03379 (IP-EGR).
 - b. Identification: A statement identifying person(s) who will be responsible for manatee observation during all in water work. Permits require the manatee observer to be approved by FWC at least two weeks before construction begins.
4. Pollution Prevention: The Contractor shall continuously monitor and manage all construction activities to comply with the following environmental requirements for pollution prevention:
- a. Pollution Control Facilities: The Contractor shall maintain constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities continue.
 - b. Air: The Contractor shall make all possible efforts to minimize air pollution. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall comply with all applicable air pollution standards.
 - c. Noise: The Contractor shall make all possible efforts to minimize noise. All hauling and excavating equipment, including excavations and booster pumps, used on this work shall be equipped with satisfactory mufflers or other noise abatement devices. The Contractor shall conduct these operations so as to comply with all Federal, State, and local laws pertaining to noise. The use of horns, whistles, signals, shall be held to the minimum necessary in order to ensure as quiet an operation as possible while maintaining safety on the job site.
 - d. Solid Wastes: Solid wastes (trash) shall be placed in containers, which the Contractor shall empty on a regular schedule. All handling and disposal shall be conducted to prevent contamination. No steel, cables, wire, pipe, drums or any other debris shall be

Fullerton Island Technical Specifications (Continued)

SECTION 01300 – SUBMITTALS

disposed overboard into the water.

- e. Fuel Dispensing: Secondary containment which is capable of holding 110 % of tank contents must be provided for each fuel storage tank and placed on a level surface. Fuel dispensing areas shall have available a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners directly below the bib. Edges of the pans shall be 8-inch minimum in depth to ascertain that no contamination of the ground takes place. Pans shall be emptied immediately after every dispensing of fuel. Should any spilling of fuel occur, the Contractor shall immediately excavate the contaminated ground and deliver it to an approved processing facility.
 - f. Oil and Hazardous Material Spills and Containment: All hazardous material spills, including hydraulic fluid spills, shall be immediately reported to the County. All hazardous material spills shall be immediately cleaned up in accordance with all applicable laws and regulations.
 - g. Sanitary Facilities: The Contractor shall supply and maintain temporary sanitary facilities, as needed for the use of employees and subcontractors. The facilities shall be serviced regularly. The facilities shall be removed at the end of the project.
- C. Historical, Archeological, and Cultural Resources: If during construction activities, the Contractor observes or encounters items that may have historical or archeological value; such items shall be reported immediately to the County so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition is required. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees and subcontractors from trespassing on, removing, or otherwise damaging such resources. The Contractor shall report any observed unauthorized removal or destruction of such resources by any person to the County.

1.3 QUALITY ASSURANCE (QA) PLAN

- A. The Contractor shall be solely responsible for assuring the quality of all work conducted by the Contractor or their subcontractors in association with the contract for this project. The Contractor shall designate a Quality Assurance (QA) Officer for this contract, and the QA Officer shall assume responsibility for compliance with all requirements of this contract including permit conditions, easements, statutes, laws and applicable regulations. The Contractor shall prepare a Quality Assurance Plan specifying Quality Control (QC) procedures for all critical components of the work. The Contractor shall provide the County

Fullerton Island Technical Specifications (Continued)

SECTION 01300 – SUBMITTALS

access to all QC procedures, data, and reports at any time at the request of the County. The QA Plan shall include survey methods.

The QA Plan will be discussed at the Pre-Construction Meeting and the Contractor shall revise the QA Plan at the discretion of the County. The Contractor shall maintain the QA Plan and all QC procedures in accordance with any changes made by the County throughout the term of the contract.

B. DAILY REPORTING REQUIREMENTS

1. Contractor's Daily Quality Control Report: The Contractor shall prepare Daily Reports to record all work activity, weather conditions, and personnel, materials delivery and equipment onsite. The Contractor shall use the Daily Report Forms in Attachment C and submit Daily Reports to the County by noon the following day.

1.4 SAFETY PLAN

- A. The Contractor shall specify all safety inspection procedures and designate personnel responsible for supervising accident prevention activities and insuring compliance with safety measures. The Contractor shall provide a Safety Plan which shall include but not be limited to the following:
 1. Letter of Appointment: Designating a Safety Officer(s), describing responsibilities, providing qualifications, and delineating the line of authority and organizational reporting requirements of the Safety Officer.
 2. OSHA Standards: The Contractor shall review the latest Corps of Engineers Manual, General Safety Requirements EM 385-1-1, and the latest Occupational Safety and Hazard Agency (OSHA) standards and become fully knowledgeable of the personal protective equipment that must be provided workers and shall be familiar with the safety standards applicable to the prevention of accidents during the construction of this project and shall comply with all applicable provisions.
 3. Medical Emergencies Plan: The criteria for designating a medical emergency and the procedures to be followed shall be specified by the Contractor. These procedures shall include local information relative to emergency treatment facilities and methods of transporting personnel if necessary.
 4. Hurricanes, Severe Storms, and Tropical Storms Plan: The Contractor shall monitor the NOAA marine weather broadcasts and other local commercial weather forecasting services during construction operations. The Contractor shall notify the County at the time of any decision to move equipment in preparation for potential storms. The Contractor shall submit

Fullerton Island Technical Specifications (Continued)

SECTION 01300 – SUBMITTALS

to the County the following information in the hurricane and storm procedures plan:

- a. Weather Conditions for Terminating Operations: The Contractor shall provide a list of the equipment for use on this project and specify the conditions and schedule (e.g. wind speed, wave height, etc.) under which operations will be terminated and equipment will be secured.
 - b. Prioritized Methods for Storm Preparations: The Contractor shall provide a schedule and prioritized list of actions to be taken in the event of an impending storm. The Contractor shall specify how each piece of equipment will be secured in place or moved to a safe location. The Contractor shall indicate action upon the following events:
 - i. Action to be taken within 24 hours of a severe or tropical storm.
 - ii. Action to be taken within 72 hours of an impending hurricane.
5. Fire Extinguisher: The Contractor is specifically required to provide a fire extinguisher on all mobile construction equipment with a basic minimum extinguisher rating of 80-B:C to 120-B:C.
 6. Backup Alarms: The Contractor shall operate and maintain backup alarms on all land based mobile construction equipment.
 8. Accidents: All accidents causing personal injury or property damage shall be reported to the County immediately. The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the performance of the work, on or adjacent to the site, which causes death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone of the County.

1.5 OPERATIONS PLAN

An operations plan that describes the order of work required for the Contractor to perform within the Limits of Construction and at excavation and staging sites. Operations plan shall address maintenance of traffic, include methodologies and type and amount of equipment and manpower required to construct the boat dock, sidewalk, kiosk, picnic area, and shade shelter to the lines, grades and elevation as shown on the

Fullerton Island Technical Specifications (Continued)

SECTION 01300 – SUBMITTALS

contract plans. The Contractor shall not begin construction until the County has approved the Operations Plan.

- A. Maintenance of Traffic: In needed, the Contractor shall be responsible for preparing Maintenance of Traffic Plan. The Contractor shall submit the Traffic Plan at the Pre-construction Conference. The Traffic Plan shall address traffic maintenance at the project area.
- B. Construction Methodology: The methodology shall include all methods and equipment the Contractor will use to construct all components of the Fullerton Island project with minimal disruption to ICW waterway navigation, while protecting adjacent resources (seagrasses and mangroves).
- C. Staging Plan: The Staging Operation Plan shall include security and signage, protection of existing utilities and resources, traffic maintenance, equipment list, construction schedule, barge access, methodology for loading barges and post construction site restoration the Contractor will perform during the project.
- D. Work Progress Schedule: Conforming to the Construction Schedule of the General Conditions.
- E. Disposal Route Aids: The Contractor shall obtain approval from the U.S. Coast Guard for all buoys and disposal aid markers to be placed in the water. Disposal aid markers shall be affixed with a light prior to installation. Disposal aid markers and lights shall not be colored or placed in a manner that they will obstruct or be confused with navigation aids.
- F. Notice to Mariners: Prior to commencement of work on this contract, the Contractor shall notify the Commander of the US Coast Guard South Florida District of notice of intent to fill and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least two weeks prior to commencement of filling. A copy of the notification shall be provided to the County.

END OF SECTION 01300

Fullerton Island Technical Specifications (Continued)

SECTION 01505 - MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This section covers the work necessary to move in and move out personnel and equipment, set up and remove temporary facilities, place and remove limits of construction marking, and site restoration, and removal of pilings for turbidity curtains.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide all materials and equipment required to accomplish the work as specified.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor shall perform the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

Preparatory work and operations in mobilizing shall include limits of construction marking, deployment of turbidity barriers, silt fencing, implementation of erosion and sediment control best management practices (BMPs), and securing the project site.

The costs of bonds and any required insurance and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall be included in and incidental to the pay item for mobilization, and shall be provided by the Contractor at no additional cost to the County.

- B. The Contractor shall be familiar with the weight of all equipment and weight restrictions of all roadways and bridges that are necessary to mobilize to the excavation, staging and work areas.
- C. The Contractor shall implement best management practices for erosion, turbidity, and other pollution control to prevent violations of state water quality standards at all areas.
- D. Some obstructions may not be shown. Bidders are advised to carefully inspect the existing facilities before preparing their proposals. The removal and

Fullerton Island Technical Specifications (Continued)

SECTION 01505 – MOBILIZATION AND DEMOBILIZATION

replacement of minor obstructions shall be anticipated and accomplished, even though not shown or specifically mentioned.

3.2 CONTAMINATION PRECAUTIONS

- A. Avoid contamination of the project areas. Do not dump waste oil, rubbish, or other similar materials on the ground.

3.3 CLEANUP OF CONSTRUCTION AREAS

- A. Upon completion and acceptance of work, remove from staging and work areas all debris, unused materials, temporary construction buildings, and other miscellaneous items resulting from or used in the operations. Replace or repair any facility which has been damaged during the construction work. Restore the areas to original condition. Restoration of project site and staging areas shall be the Contractors responsibility and included in and incidental to the pay item for mobilization and shall be provided by the Contractor at no additional cost to the County.

END OF SECTION 01505

END OF DIVISION ONE

Fullerton Island Technical Specifications (Continued)

DIVISION TWO - SITE WORK

SECTION 02223 – EXCAVATION, BACKFILLING AND COMPACTING

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Excavate/backfill and fill to line, grade and configuration as shown in the plans and specifications for proposed concrete sidewalks and concrete foundations.
- B. Compact fill materials in an acceptable manner as stated herein.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM) latest edition.
- B. American Association of State Highway and Transportation Officials (AASHTO) latest edition.

1.3 QUALITY ASSURANCE

- A. The Contractor shall be required to retain a materials testing laboratory acceptable to the Count and certified by Palm Beach County to perform all material testing. Contractor shall pay for initial test in a specific location; if failure occurs, Contractor also shall pay for all re-testing. In the event County chooses to perform additional testing Contractor shall cooperate with the County's testing laboratory and permit full rights of entry and inspection. Rretainage of a secondary testing laboratory by County will be paid for by the County.

1.4 SUBMITTALS

- A. The Contractor shall supply the County copies of all laboratory test results.

PART 2 – PRODUCTS

1.1 MATERIALS

- A. Topsoil shall be excavated material, graded free of roots, rocks larger than one inch, debris, large weeds and meeting the requirements of these specifications.
- B. Subsoil shall be excavated material, graded free of lumps larger than six inches, rocks larger than three inches and debris.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Identify all lines, elevations and grades necessary to construct sidewalks and footings as shown in the plans and specifications.

Fullerton Island Technical Specifications (Continued)

SECTION 02223 – EXCAVATION, BACKFILLING AND COMPACTING

- B. Carefully protect benchmarks, property corners, monuments or other reference points.

3.3 GRADING

- A. Areas exposed by excavation or stripping and on which subgrade preparations are to be performed shall be scarified to minimum depth of 8" and compacted to a minimum of 95% of optimum density, in accordance with AASHTO T-180, at a moisture content of not less than 1% below and not more than 3% above the optimum moisture content. Areas of failure shall be excavated and recompactd in accordance with the Drawings.
- B. Fill materials used in preparation of subgrade shall be placed in lifts or layers not to exceed 12" loose measure and compacted to a minimum density of 95% of optimum density, in accordance with the Drawings.

3.4 COMPACTION

- A. Maintain optimum moisture content of fill materials to attain required compaction density.
- B. A minimum of three (3) compaction test will be required under proposed sidewalk areas.
- C. If compaction requirements are not complied with at any time during construction process, the Contractor shall remove and re-compact deficient areas until proper compaction is obtained at no additional expense to the County.

3.6 FINISH GRADING

- A. Finish grades shall be finished in accordance with the lines, grades, and elevations shown. The degree of finish for graded areas shall be within plus/minus 0.1 foot of the grades and elevations indicated.
- B. Finish grades for all upland areas in the picnic area after settlement shall be four (4) inches below top of adjacent walks, edges of pavement and abutments to allow for placement of crushed shell.

END OF SECTION 02223

Fullerton Island Technical Specifications (Continued)

SECTION 02900 – LANDSCAPING

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment, and services included but not limited to all related work to complete the landscape work, as indicated on the plans. Including but not necessarily limited to the following:
1. Installing crushed shell.
 2. Installing container grown plants.
 3. Protecting existing vegetation.

1.2 CRUSHED SHELL

- A. The Contractor shall use #1 Screening from Palm Beach Aggregates or equivalent. Materials shall be composed of hard, strong, durable particles, either naturally occurring, such as natural sands, or resulting from the crushing or processing of parent rock, to include natural sand and rock, or other approved inert materials with similar characteristics.

Processed screenings from Palm Beach Aggregates or any other fully approved sources of coarse aggregate shall conform to the following gradation requirements:

Sieve Size	Percent Passing
3/8 in.	100%
No. 8	85 to 100%
No. 16	55 to 97%
No. 30	25 to 70%
No. 50	5 to 35%
No. 100	0 to 7%
No. 200	maximum 4%

Material shall not contain excessive quantities of other deleterious substances, such as roots, cans, debris, etc. The aggregate must be suitable for designated use, as determined by the County.

- B. The Contractor shall remove all mulch, rock, weeds and other debris that prevent a smooth level surface and finish grade the upland picnic area. The finish grade after settlement shall be four (4) inches below top of adjacent curbs, walks, edges of pavements and abutments.

Fullerton Island Technical Specifications (Continued)

SECTION 02900 – LANDSCAPING

- C. The Contractor shall install a layer of 3.2 oz. White Woven Ground Cover from Factory Direct Landscape & Greenhouse Supply or equivalent throughout picnic area to block weeds and anchor the fabric with 11-Gage Anchor Pins 6" x 1" x 6" .
- D. Crushed shell shall be spread evenly on top of landscape fabric to a depth of four (4) inches adjacent and to the top of the concrete sidewalk throughout the picnic area, and around the existing trees and picnic benches as shown on the plans.

1.3 CONTAINER GROWN PLANTS

- A. Use nursery grown plant material that complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".
- B. Ensure that all plants are the proper size and grade and are true to type and species.
- C. The County will not accept any container grown plants with roots which have become pot-bound. Fully cut and open all containers in a manner that will not damage the root system. Do not remove container grown plants from the container until immediately before planting to prevent damage to the root system.
- D. Water used in landscaping operations may be obtained from any approved source. Ensure that water is free of any substance which might be detrimental to plant growth.
- E. Excavate plant holes, center plants in the holes and backfill with native soil. Firmly rod and water-in the backfill so that no air pockets remain. Apply a sufficient quantity of water immediately upon planting to thoroughly moisten all of the backfilled earth. Keep plants in a moistened condition for the duration of the planting period.
- F. Upon completion of planting, all excess deleterious materials and debris shall be removed from the site or disposed of as directed by the County.
- G. Inspection of work to determine completion will be made by the County at the conclusion of all planting and at the request of the Contractor.

END OF SECTION 02900

END OF DIVISION TWO

Fullerton Island Technical Specifications (Continued)

DIVISION THREE - CONCRETE

SECTION 03150 - CAST-IN-PLACE CONCRETE

PART 1. – GENERAL

1.1 WORK INCLUDED

- A. Formwork, shoring, bracing and anchorage.
- B. Concrete reinforcement and accessories.
- C. Cast-in-Place concrete.

1.2 QUALITY ASSURANCE

- A. Cast-in-Place concrete used shall be Class I (3,000 psi in 28 days) in accordance with F.D.O.T. Standard Specification Section 346.
- B. Codes and Standards - Comply with local governing regulations if more stringent than herein specified.
- C. Contractor to use an FDOT approved mix design for all cast-in-place concrete. Contractor to submit FDOT approved mix design to County for review and approval. Do not use concrete mix designs without prior approval from the County.

PART 2. - PRODUCTS

2.1 FORMS

- A. Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
- B. Contractor may use flexible spring steel forms or laminated boards to form radius bends as required.
- C. Coat forms with a non-staining form release agent that will not discolor or deface the surface of the concrete.
- D. Earth forms will not be allowed.

2.2 WELDED WIRE MESH

- A. Welded plain cold-drawn steel wire fabric, ASTM A185.

Fullerton Island Technical Specifications (Continued)

SECTION 03150 CAST IN-PLACE CONCRETE

2.3 REINFORCING BARS

- A. Deformed steel bars, ASTM A 615, Grade 60, unless otherwise indicated.

2.4 EXPANSION JOINT MATERIALS

- A. Provided as specified on the Plans.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions under which concrete is to be installed and notify the County in writing of conditions detrimental to the proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. Remove loose material from the compacted subbase surface immediately before placing concrete. Proof-roll prepared subbase surface to check for unstable areas and need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving.

3.3 FORM CONSTRUCTION

- A. Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- B. Check completed form work for grade and alignment to the following tolerances:
 - 1. Top of forms not more than 1/8" in 10' deviation in alignment.
 - 2. Vertical face on longitudinal axis, not more than 1/4" in 10'.

3.4 REINFORCEMENT

- A. Locate, place and support reinforcement as shown on the Drawings.

3.5 CONCRETE PLACEMENT

Fullerton Island Technical Specifications (Continued)

SECTION 03150 CAST IN-PLACE CONCRETE

- A. Do not place concrete until subbase and forms have been checked and approved by Engineer for line and grade. Moisten subbase if required to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- B. Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels and joint devices.
- C. Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2-hour, place a construction joint.

3.6 CONCRETE TESTING

- A. Testing Laboratory: The Contractor shall be required to retain a materials testing laboratory acceptable to the Count and certified by Palm Beach County to perform all concrete testing.
- B. Extent of Tests: Testing laboratory shall take samples and make tests as hereinafter listed for each 50 yards of fresh concrete or fraction thereof placed in project but not less than one set for each day's concreting.
 - 1. Compression and Strength Tests: Each test shall consist of four (4) standard cylinders; one (1) cylinder to be tested at the age of 7 days and two (2) cylinders at the age of 28 days. One (1) cylinder to be held in reserve. Samples from which compression test specimens are molded shall be secured in accordance with ASTM C 172. Specimens made to check adequacy of design for strength of concrete, or as a basis for acceptance of concrete, shall be made and laboratory cured in accordance with ASTM C 31. Additional tests of specimens cured entirely under field conditions may be utilized to check adequacy of curing and protection of concrete as directed. Strength tests shall be made in accordance with ASTM C 39.
 - 2. Slump Tests: Tests for slump shall be made at place of deposit and in accordance with ASTM C 143. Tests shall be made periodically where cylinders are made, and as often as required when a change in consistency of concrete mix is noted. Unless

Fullerton Island Technical Specifications (Continued)

SECTION 03150 CAST IN-PLACE CONCRETE

otherwise noted or specified, slump shall be maximum 5", minimum 3". Slump shall be reported on test reports to the County.

3. Air-Entrainment Tests: At least two tests will be made at place of deposit for each day's placing and as often as required when a change in consistency of concrete mix is noted. Tests shall be made in accordance with ASTM C 138 or C 173 and reported on test reports.
- C. Enforcement of Strength Requirements: When ultimate compressive strength of a series of cylinder tests fails to meet requirements of ACI 318-83, Section 4.8.2.3, steps shall be taken as outlined in Section 4.8.2.4. In addition, the County may order additional curing for portion of structure where questionable concrete has been placed. In event that such additional curing does not give strength required, as determined by load tests made in accordance with ACI 318-83, or cored cylinder tests, and if such tests indicate necessity, defective parts shall be removed and replaced, or shall be reinforced as directed by the County, at Contractor's expense, including expense of tests. Acceptability of concrete shall be based on requirements set forth in ACI 318-83.
- D. Test Reports: Except as otherwise directed, a minimum of **TWO COPIES** of test reports shall be sent directly to the County by laboratory.

3.7 JOINTS

- A. General - Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of the concrete, unless otherwise indicated. Construct joints as shown or, if not shown, use standard metal key-way section forms. Construct transverse joints at right angles to the centerline, unless otherwise indicated.
- B. Weakened-Plane (Contraction) Joints - Provide weakened-plane (contraction) joints, sectioning concrete into areas as shown on the drawings or every five (5) linear feet for walks. Construct weakened-plane joints for a depth to at least 1/4 concrete thickness, as follows:
 1. Sawn Joints - Form weakened-plane joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints for a depth equal to at least 1/4 concrete thickness into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action.
 2. Dummy Tooled/Open-Type Joints - Open-type contraction joints shall be formed by staking a metal bulkhead in place and depositing the concrete on both sides. After the concrete has set

Fullerton Island Technical Specifications (Continued)

SECTION 03150 CAST IN-PLACE CONCRETE

sufficiently to preserve the width and shape of the joint, the bulkhead shall be removed. After the sidewalk has been finished over the joint, the slot shall be edged with a tool having a 2" radius.

- C. Construction Joints - Place construction joints at end of all pours and at locations where placement operations are stopped for a period of more than 1/2-hour, except where such pours terminate at expansion joints.
- D. Expansion Joints - Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated.
 - 1. Locate expansion joints at 50'-0" o.c., unless otherwise indicated.
 - 2. Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1" in width, and 1" below finished surface where joint sealer is indicated. If no joint sealer indicated, place top of joint filler flush with finished concrete surface.

3.8 CONCRETE FINISHING

- A. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce a uniform texture.
- B. After floating, test surface to trueness with a 10' straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.
- C. Work edges of slabs and formed joints with an edging tool, and round to 1/2" radius, unless otherwise indicated. Eliminate any tool marks on concrete surface.
- D. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
 - 1. Broom Finish, by drawing fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture acceptable to the County.
- E. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by the County.

Fullerton Island Technical Specifications (Continued)

SECTION 03150 CAST IN-PLACE CONCRETE

3.9 CURING

- A. Protect and cure finished concrete using moist-curing methods for initial curing whenever possible.

3.10 REPAIRS AND PROTECTIONS

- A. Repair or replace broken or defective concrete, as directed by the County.

END OF SECTION 03150

Fullerton Island Technical Specifications (Continued)

SECTION 03310 - CONCRETE PILING

PART 1 - GENERAL

1.1 SCOPE

- A. The work consists of furnishing of all piles, driving of production piles, splicing and cutting, including all labor, materials and equipment necessary to install concrete piles as shown on the Contract Drawings and specified herein.
- B. The County shall hire a geotechnical engineering/construction inspection firm as a pile driving Inspection/Observation Consultant to observe production pile installation, pile driving records, and to conduct other pile installation construction observation services as described in this specification.

1.2 REFERENCES

- A. Florida Department of Transportation (F.D.O.T.) Standard Specifications for Road and Bridge Construction, latest edition, including all supplements.
- B. American Concrete Institute (ACI) 318 Specifications, Building Code Requirements for Reinforced Concrete.
- C. American Institute of Steel Construction.
- D. American Society for Testing Materials (ASTM)

1.3 SUBMITTALS

- A. Prior to fabrication, furnish to the County for review and approval five (5) sets of shop drawings for the following:
 - 1. Piling detail.
 - 2. Concrete mix design.
 - 3. Anchor bolts and straps.
- B. Equipment to be used and the proposed method of installation.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Store piles in orderly groups above ground and blocked at predestinated points during storage to minimize bending stresses. Lift and handle piles at designated lifting points. Piles damaged due to mishandling will be rejected.

1.5 MEASUREMENT AND PAYMENT

- A. Measurement: Measurement for payment of the installed concrete piles shall be based on installed and accepted work accomplished as determined by the County.

Fullerton Island Technical Specifications (Continued)

SECTION 03310 CONCRETE PILING

B. Payment:

1. Price and payment will be full compensation for all work specified under this Section, including costs associated with or incidental to all necessary equipment, tools, material, labor, and supervision required to: deliver, handle, install, and cut off the piles and meet the applicable contract requirements. Payment for piles shall be on the basis of the lengths of the piles measured from cut off elevations to final tip elevations.
2. No additional payment shall be made for: withdrawn, damaged, rejected, or misplaced piles; any portion of a pile remaining above the cut - off elevation; backdriving; cutting off piles; splicing; build-ups; or any cut -off lengths of piles.

PART 2 - MATERIALS

2.1 CONCRETE PILING

- A. Shall be manufactured using Class V concrete in accordance with the F.D.O.T. Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise shown on the plans. Each pile shall be stamped or marked with its date of manufacture.
- B. Prestressed, precast piles may be moved at any time after the transfer of the prestressing force but shall not be driven until the concrete has reached its full specified compressive strength.
- C. At transfer of the prestressing force, the required concrete strength shall be at least 4,000 psi.
- D. Non-prestressed, precast piles shall not be driven until the concrete has reached its full specified compressive strength and shall not be removed from the forms until 50% of its full strength is attained.
- E. Methods of storage and handling shall be such as to eliminate danger of fracture by impact, or of undue bending stresses in transport. Piles shall be lifted by means of a suitable bridge or sling attached to pick-up points indicated by manufacturer.

PART 3 - EXECUTION

3.1 DRIVING OF PILES

- A. Concrete piles shall be driven to the bearing values or minimum penetrations shown on the Contract Drawings. The bearing values shall be determined by the following F.D.O.T formula:

Fullerton Island Technical Specifications (Continued)

SECTION 03310 CONCRETE PILING

$$R = \frac{2(E)}{S + 0.1 + 0.01(P)}$$

Where: R = Safe Bearing value in tons.

E = Energy blow of the hammer in foot-tons.

S = Average penetration per blow, in inches,
as recorded for the last 10 to 20 blows.

P = Weight of the pile as driven, in tons.

The value of E shall be determined as follows:

1. For single-action steam or air hammers:

$$E = W \times H$$

W = Weight of the striking part of the hammer, in tons.

H = Height of the hammer fall, in feet.

2. For differential-acting steam or air hammers:

E = Manufacturer's rated energy blow for the hammer for the particular speed of operation being used.

3. For combustion-type hammers:

E = Value established (or approved) by the County for the particular size and make of hammer.

Whatever type hammer is used, it shall deliver adequate energy per blow for the proper driving of the piling.

- B. All pile driving shall be observed, logged and recorded by the Contractor and the Pile Driving Inspection/Observation Consultant Engineer. Said records shall be maintained in accordance with the F.D.O.T. Standard Specifications for Road and Bridge Construction, latest edition. Piling shall not be driven without the Pile Driving Inspection/Observation Consultant being present. Contractor shall provide Pile Driving Inspection/Observation Consultant Engineer a minimum of 24 hour notice of intent to begin pile driving and shall notify Pile Driving Inspection/Observation Consultant Engineer of any delays in a timely manner.
- C. Piling shall not be driven more than 1/4-inch per foot from the vertical, with a maximum variation of the head of the pile from the position shown in the Contract Drawings of not more than three inches. The Contractor shall provide suitable guides to insure that the proper location of the piles is maintained.
- D. The total lengths of piling shown on the bidding documents are for the Contractor's information and reflect the County's best judgment as to the required total lengths of piles required to obtain the necessary bearing value. It is the Contractor's responsibility to attain the required bearing value of each pile.

Fullerton Island Technical Specifications (Continued)

SECTION 03310 CONCRETE PILING

- E. All piles shall be protected during driving by driving blocks and cushioning material adequate to prevent damage to the pile head under ordinary driving conditions. Piles shall be driven in such a manner as to not impair their strength and as will insure the pile retaining the initial driving resistance and full lateral support of the soil.
- F. Piles without proper lateral support will be rejected. Pile driver leads shall be of such a type that will hold the pile firmly in position and alignment and in axial alignment with the hammer.
- G. Cap blocks shall consist of one solid block of hardwood of proper shape and dimensions to fit the hammer. The grain of the block shall be parallel to the axis of the pile. Details of cap block arrangement shall be submitted to the County for approval.
- H. Piling within 100 feet of any existing structure shall be pre-drilled. The size of predrilled holes shall be such that the pile has lateral support of the soil. Piles shall be re-drilled if required by underground obstructions.
- I. All piles damaged, mislocated or driven out of alignment shall be withdrawn and replaced, or shall be cut off and abandoned and additional piles driven without additional cost to the County.
- J. Piling may be jetted to within 7 feet of final bearing, provided that each section is driven to final bearing in accordance with the criteria presented above.

3.2 PILE SPLICES

- A. **Splices shall not be permitted.** The Contractor is responsible for estimating the correct pile length.

3.3 REINFORCED CONCRETE LANDING

- A. Concrete landing shall be cast-in-place and shall be constructed in accordance with the details shown on the Contract Drawings.
- B. Place reinforcing steel and embedded items in conformance with the Contract Documents.
- C. Forms shall be place with care being taken to prevent leakage at joints. Forms shall remain in place at least five days. Upon removal of the forms, exposed surfaces of the concrete landing shall be properly finished.

3.4 QUALITY ASSURANCE

- A. All concrete piling shall conform to F.D.O.T. Standards and shall be manufactured, cured and driven in accordance with the referenced F.D.O.T.

Fullerton Island Technical Specifications (Continued)

SECTION 03310 CONCRETE PILING

Specifications (see F.D.O.T. Section 455 for prestressed concrete piling requirements).

3.5 PILE DRIVING INSPECTION/OBSERVATION CONSULTANT

- A. Pile Driving Inspection The pile driving Inspection/Observation Consultant shall maintain qualified inspection personnel on site during all pile driving operations. These inspectors will observe pile driving, maintain pile driving records, and will report any problems including pile damage, or possible pile damage to the County and the Contractor immediately.
- B. Pile-Driving Records The qualified Pile Driving Inspection/Observation Consultant shall maintain accurate driving records for each pile. The driving records shall, at a minimum, include the following data:
1. Project name and number
 2. Name of Contractor
 3. Type of pile and date of casting
 4. Sequence of driving in pile group
 5. Pile location in pile group
 6. Pile dimensions
 7. Ground elevation
 8. Elevation of tip after driving
 9. Final tip and cutoff elevations of piles after driving pile group
 10. Records of re-driving
 11. Type, make, model and rated energy of hammer
 12. Weight and stroke of hammer
 13. Type of pile driving cap used
 14. Cushion material and thickness
 15. Actual stroke and blow rate of hammer
 16. Pile driving start and finish times, and total driving time
 17. Time, pile-tip elevation, and reason for interruptions
 18. Number of blows for each 12 inches of penetration, and number of blows per 1 inch for the last 6 inches of driving
 19. Pile deviations from location and plumb
 20. Pre-boring, jetting, or special procedures used
 21. Pile axial capacity based on blow count
 22. Unusual occurrences during pile driving OR occurrences that may have caused pile damage.
- C. Post Installation Inspection: The Pile Driving Inspection/Observation Consultant's inspector shall inspect the portion of the pile above the waterline after installation. The inspector will check for damage to the pile during driving or handling. Damaged piles shall be withdrawn and replaced at no costs to the County. The Contractor shall provide boat (or other) access as necessary for the inspector to visually observe the pile and make measurements of spalls, cracks, etc.

SECTION 03310 CONCRETE PILING

3.6 TOLERANCES

- A. Piles shall be plumb with a tolerance of not more than 2".
- B. Piles shall be within 3" of required location.

END OF SECTION 03310

Fullerton Island Technical Specifications (Continued)

SECTION 03460 – FLOATING DOCK SYSTEM

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. The contract plans are general in nature and show basic floating dock layout with required dimensions and required cleat and fender locations. Any proposed deviation in dock layout, dock width, fender and cleat locations, joints between dock modules or location of anchorage, etc. shall be brought to the attention of the County during the shop drawing phase of the work and prior to the attention of the County during the shop drawing phase of the work and prior to fabrication for consideration and approval.
- B. Unless otherwise noted, floating piers, anchorages and connections shall be designed in accordance with ASCE report No. 50 “Small Craft Harbors”, 1969 or current edition.

1.2 SCOPE

- A. The work covered by this Section consists of furnishing all labor, materials, equipment, and performing all work associated with manufacture, delivery and installation of an Aluminum gangway and floating dock system. The gangway, floating dock system and all its accessories shall be a standard commercial product.
- B. The Contractor shall engage Techno Marine Manufacturing, Inc. or an equivalent propriety floating dock manufacturer to supply floating dock modules and components. The manufacturer or contractor shall engage a Specialty Engineer, who shall also be a Registered Professional Engineer in the State of Florida, to design the floating dock, piles, and aluminum gangway. Performance specifications are specified herein and in the geotechnical report.
- C. The floating dock system when assembled in the water should consist of:
 - 1. Floating dock sections;
 - 2. Mooring cleats;
 - 3. Rub rail/ fendering system;
 - 4. Corner bumpers/fenders;
 - 5. One pedestrian gangway ramp;
 - 6. Pile guides and pile rollers;

Fullerton Island Technical Specifications (Continued)

SECTION 03460– FLOATING DOCK SYSTEM

- C. The floating dock system will be connected to the boardwalk via an aluminum gangway connected to a reinforced concrete landing as shown on the drawings.

1.3 RELATED SECTIONS

- A. Section 03310 – Concrete Pilings

1.4 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

- A. AMERICAN SOCIETY OF CIVIL ENGINEERING (ASCE)

ASCE-7 (latest edition) Minimum Design Loads for Building and Other Structures
- B. AMERICAN WELDING SOCIETY STRUCTURAL WELDING CODE (Aluminum)
ANSI/AWS D1.2 (current edition)
- C. FLORIDA BUILDING CODE (latest edition)

1.5 SUBMITTALS

Shop Drawings

- A. Floating Dock System – Prior to fabrication or construction, the Contractor shall furnish sufficient information to describe the proposed floating dock system, and shall submit complete shop drawings and calculations for approval by the County. Dock and anchorage drawings (including pile type and required embedment) and calculations shall be affixed with the appropriate stamps and signatures of the Specialty Engineer (Registered Professional Engineer in the State of Florida responsible for proposed floating dock system).
- B. Shop drawings shall show the layout of the dock system, layout of complete mooring/anchoring system, details of all connections, structural members, anchorage connections (including pile type and required embedment) and all other details necessary and pertinent to the construction of the floating dock system.

1.6 DESIGN REQUIREMENTS AND MINIMUM DESIGN LOADS

- A. Float modules shall be structurally connected and will allow replacement without affecting the float modules. Connection methods that create structural failure of the float module when over stressed will not be allowed.

Fullerton Island Technical Specifications (Continued)

SECTION 03460– FLOATING DOCK SYSTEM

- B. Sufficient floatation shall be provided to support a live load of forty (40) pounds per square foot of deck area, with a minimum freeboard of not less than eight (8) inches.
- C. Freeboard under dead load only shall not be less than 17 inches or exceed 20 inches. At the time of installation, freeboard under dead load only should be a minimum of 19 inches in order to meet the 18 inch minimum freeboard at the end of one (1) year from the date of job acceptance. The Contractor should exercise caution to insure that all dead loads are accurately determined and included in buoyancy calculations. These loads should include appropriate safety factors if used and any specific manufacturing considerations that will affect the final freeboard.
- D. Dead loads shall consist of the floats, structural components, framing, walers, decking, railings, attachments, and all other permanently attached equipment such as utilities, boxes, fire protection equipment, etc.
- E. Special floats must be designed to support the additional concentrated loads as imposed by gangways, or other equipment. Floats with special loading shall have the same freeboard as floats with no such loading, so that there will be residual stresses or tilting when such floats are interconnected.
- F. Walking surface of floats shall be level and flush with respect to the adjacent floats.
- G. Floats shall be designed to float level under dead load only. The decks of the floats shall be within the following tolerances of being level:
 - Maximum transverse slope for main floats: one (1) inch per ten (10) feet of width;
 - Maximum longitudinal slope: one (1) inch per ten (10) feet.
- H. Flotation units shall be located within the structure so as to be capable of supporting a 300-pound point load moving in any area on a float without excessive rolling or tilting on the dock. When a 400-pound load is applied one foot from the end of the finger, that finger will lose no more than four (4) inches of freeboard. When a 200-pound load is applied to an outer corner of the finger, there should be no more than two (2) inches freeboard differential per three (3) feet of width between the outer corners of the finger. This should be done once the system is totally connected and in its final intended condition.
- I. Float and Anchorage Systems – Float and anchorage systems shall be designed for the following load cases as a minimum:
 - 1. The uniform wind load for determining lateral loadings on an independent pier or pier system from any direction will be 30 psf on all projected surfaces, assuming 100 percent boat occupancy. Wind loads shall be

Fullerton Island Technical Specifications (Continued)

SECTION 03460– FLOATING DOCK SYSTEM

calculated in directions both perpendicular to and parallel to the main pier and the maximum wind loadings shall be used for design of piers and anchorages. Wind loads to be determined based on the current edition of ASCE-7 (latest edition) criteria. The uniform wind load for determining lateral loads shall be 140 mph (3 second gust) from any direction assuming zero boat occupancy.

2. Current to be considered negligible.
 3. Floating docks and pilings shall be designed for a minimum wave load resulting from a 1 foot wave with a 2 second period both occupied and unoccupied.
 4. Load cases should be combined based upon the probability of simultaneous occurrence of the events.
 5. Anchorage piles shall be designed to resist a lateral load of 3 kips at EL= 6'5 feet NAVD or the calculated lateral load (wind load plus wave load) at the elevation of dock to pile connection resulting from the maximum surge level (100 year storm high water elevation of +7.0 feet NAVD) plus design wave plus freeboard, whichever is greater.
 6. Wind load calculations shall be based on an average vessel profile height equal to 50% of the design vessel length.
 7. Calculations are to be performed for wind and wave loads both parallel to and perpendicular to the slips.
 8. Full wind and wave loads shall be applied to all exposed vessels. Sheltering effects may not be permitted.
 9. Allowable material stresses shall be based on the latest edition of the Florida Building Code.
- J. Gangway – Gangway structural members shall be made of aluminum alloy 6061-T6 only, with a truss design. Miscellaneous/accessory aluminum may be 6063-T5. The gangway shall be designed to withstand a vertical live load of 100 psf and checked for 650 lb point load acting anywhere on the deck of the structure. The maximum load deflection shall be L/300.
- K. Design Calculations – All design calculations shall assume that all slips are occupied and all reasonable dead loads have been incorporated into the system. Once the loads are determined by the applicable codes listed above, the design and calculations shall be prepared in accordance appropriate specifications and guidelines. All engineering and calculations shall be done in accordance with these guidelines using the appropriate allowable capacities and safety factors. Six (6) sets of shop drawings and calculations are to be signed

Fullerton Island Technical Specifications (Continued)

SECTION 03460– FLOATING DOCK SYSTEM

and sealed by the Specialty Engineer and submitted to the County for review and approval.

In addition to sizing all members for these codes and specifications, the following calculations shall be submitted as a minimum for the dock system:

1. Anchorage attachment points to insure reactions shall be appropriately and rationally distributed throughout the system. This includes pile design and required pile embedment.
2. Finger lateral loads from wave and wind in the unshielded condition for each finger length. Calculations will provide transfer assumptions for both cantilever and non-cantilever type fingers, including finger-to-walk connections.
3. Overall system loads under full occupancy with consideration for deflections of the system and its effects on anchor loading.
4. Vertical loading due to wave action and live load requirements including both walkways and fingers
5. Anchorage systems capacity for individual and overall load considerations.
6. Maximum moment acting on pile should be checked against the ultimate capacity of the pile for the design case.
7. For the purposes of controlling cracks, there should be no tensile stresses developed in the piles resulting from the application of 100% of the wave load plus 70% of the wind load.

1.7 DELIVERY

- A. The Contractor shall take care in establishing handling methods to avoid damage to floats during form removal, storage, assembly, and installation. Storage of floatation units shall be on level surfaces, and it shall be the responsibility of the Contractor to determine how high to stack units to avoid damage. Care shall be taken to avoid damage caused by over-stacking. Floats shall be protected against damage from any cause. Materials delivered and stored at either the manufacturing facility, staging area, or job site shall be properly stored on dunnage or by other appropriate means to prevent direct contact with the ground and unnecessary damage. Any damaged units shall be rejected and removed from the assigned job.

PART 2 – PRODUCTS

2.1 MATERIALS

Fullerton Island Technical Specifications (Continued)

SECTION 03460– FLOATING DOCK SYSTEM

- A. Floating dock – consisting of one (1) 6' x 80' main section and three (3) 4' x 30' finger piers for mooring.
- B. Stainless steel hardware – All stainless steel hardware shall be 316 SS.
- C. Fasteners: All nuts and bolts used to fasten the dock modules, floats, moorings, etc. shall be made of 316 stainless steel and shall have a minimal nominal diameter of 5/8 inch with an exception of the nuts and bolts for the floats, which shall be a minimum diameter of 5/16 inch. All screws shall be made of 316 stainless steel except for screws for the decking (grade 304L).
- D. Mooring cleats – 30 each cast aluminum alloy A356 or 18" HDG ship cleats, all with 316 SS attachment bolts. Cleat and connection to dock shall be capable of resisting mooring load of 4,500 pounds.
- E. Rub rail – Contractor shall install a 4" minimum wide rub rail.
- F. Corner bumpers – 11 each.
- G. One pedestrian gangway ramp - 4' x 45' aluminum gangway designed for 100 lbs per square foot live load with slip-resistant aluminum walking surfaces and ADA interior handrail.
- H. Pile rollers – Pile Guides shall have UMMW rollers on all 4 sides of guide.
- I. Aluminum structure: The structural frame of the floating dock elements and gangway shall be made exclusively of extrusions of marine-grade, aluminum alloy, type 6061-T6. Miscellaneous/accessory aluminum may be 6063-T5. No other metals or aluminum alloy types will be considered.

All welding shall be done using the MIG (Metal Inert Gas) process. All welds shall conform to AWS D1.2 or CWB 47.2.

A drawing of the dock and gangway elements must be submitted with the proposal to show the different sections of each extrusion.

- J. Connectors: The connections at the interface of dock modules shall be specified by the Specialty Engineer. The connectors must be designed as the weakest points in the dock structure in order to ensure frame integrity.
- K. Floats: Flotation modules shall be embedded in the structure or bolted to the structure by means of stainless steel bolts of 5/16 inch diameter minimum. Flotation modules as well as their connections shall be designed to withstand the lateral loads generated by design wave. Flotation modules shall be maintenance free.

Fullerton Island Technical Specifications (Continued)

SECTION 03460– FLOATING DOCK SYSTEM

The foam enclosed in the floats shall not absorb more than 3.0lbs/ft³ of water when completely submerged for seven days as per ASTM – D256. The floats must meet or exceed requirements of Hunt absorption test. Damaged floats must be easily replaceable independently of the dock structure.

- L. Decking: The decking shall have a finished thickness of 25 mm (1 in). The gap between deck planks shall be no less than 3 mm (0.125 in) and no more than 5 mm (0.1875 in).

The deck boards shall be fastened with a minimum of #10 stainless steel grade 304L screws into the aluminum stringers. The deck boards must be easily removable only using a screwdriver.

The decking material shall be TwinFinish Solid Plank TimberTech Gray composite material or an approved equal acceptable to the County.

2.8 PILING

Refer to SECTION 03310 – CONCRETE PILING

PART 3 – EXECUTION

END OF SECTION 03460

Fullerton Island Technical Specifications (Continued)

DIVISION FIVE - METALS

SECTION 05500 – METAL FABRICATIONS

PART 1 – GENERAL

1.1 SCOPE

- A. Work consists of all miscellaneous metal items which are not particularly related to each other, nor other sections of these Technical Specifications. Provisions and installation of these miscellaneous metal items shall be responsibility of the Contractor unless otherwise specified.
- B. Furnish, fabricate and install all miscellaneous metalwork and appurtenances shown on the Contract Drawings and specified herein.

1.2 WORK INCLUDED

- A. Without restricting volume or generality of above "Scope", work to be performed under this Section shall include, but is not limited to, the following:
 - 1. Shelter Bench Supports

1.3 SUBMITTALS - SHOP DRAWINGS

- A. Submit shop drawings of all miscellaneous metal items to the County for review and acceptance prior to fabrication. Shop drawings shall indicate fabrication, assembly and erection details; size of all members; fastenings, supports and anchors; patterns; clearances; and all necessary connections to work of other trades.

Part 2 – PRODUCTS

2.1 FASTENERS

- A. Bolts, screws, nuts, washer's anchors and other fasteners shall be first quality and shall conform to the material specifications named herein. All necessary bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be furnished by the Contractor in accordance herewith.
- B. Anchor bolts shall have suitable washers and, where so required, their nuts shall be hexagonal. Stainless steel and silicon bronze bolts shall have a raised letter or symbol on the bolts indicating the manufacturer.
- C. Concrete and masonry inserts shall be drill-in type as manufactured by Phillips Drill Company, Hilti, or approved equal. Powder or gun-driven, fiber, and plastic inserts shall not be used unless specifically noted. Concrete inserts shall be

Fullerton Island Technical Specifications (Continued)

SECTION 05500 – METAL FABRICATIONS

designed to support safely the maximum load that can be imposed by the bolts used in the inserts.

- D. All bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be type 316 stainless steel unless otherwise indicated or specified.
- E. All dissimilar metals shall be connected with appropriate fasteners and shall be insulated with a dielectric or approved equal. Unless otherwise specified, aluminum shall be fastened with Type 316 stainless steel bolts and insulated with micarta, nylon, rubber, or approved equal.
- F. Anchor bolts shall be set accurately and be carefully held in suitable templates of approved design. Drill-in type anchors shall not be substituted for anchor bolts.

PART 3 - EXECUTION

3.1 FABRICATION

- A. All workmanship shall be first class and conform to recognized and accepted best practice. Finished members shall be absolutely straight and free from open joints and distortions of any kind. All shearings shall be neatly finished.
- B. All necessary fillets, connections, brackets, posts and other details not shown on the Contract Drawings, but necessary for the work, shall be furnished by the Contractor.

3.2 ALUMINUM

- A. Aluminum fabrication shall meet the applicable requirements of the Aluminum Construction Manual, Specifications for Aluminum Structures.

3.3 INSTALLATION

- A. Erect all items plumb, properly spaced, true to line and dimension. Work not conforming to these requirements shall be removed and replaced to conform to the specifications and Contract Drawings.
- B. Installation and erection shall conform to the best practice with each item set plumb, level, true to line and securely anchored in its proper place.

END OF SECTION 05500

END OF DIVISION FIVE

DIVISION SIX - CARPENTRY

SECTION 06110 - CARPENTRY

PART 1- GENERAL

1.1 SCOPE

- A. Work consists of all carpentry work as required to complete the work indicated on the Drawings and specified herein.

1.2 QUALITY ASSURANCE

- A. Lumber Standard: Comply with American Softwood Lumber Standard PS 20 for each indicated use, including moisture content and actual sizes related to the indicated nominal sizes, except as otherwise indicated.

1.3 PRODUCT HANDLING

- A. Keep carpentry materials dry during delivery, storage and handling. Store lumber in stacks with provision for air circulation within stacks. Protect bottom of stacks against contact with damp surfaces. Protect exposed materials against weather.

PART 2- PRODUCTS

2.1 LUMBER

- A. Provide No. 1 grade, Southern Pine, SPIB complying with the specified requirements for dimension lumber for all lumber.

2.2 WOOD TREATMENT (AGAINST DECAY AND INSECT ATTACK)

- A. All treated exterior wood materials shall be treated in accordance with AWPA UC4B Standard, unless noted otherwise.

2.3 ANCHORAGE AND FASTENING MATERIALS

- A. All exposed fasteners such as threaded rods, bolts, nuts, washers, and rind shanked nails shall be stainless steel (Class 1, 316 alloy).

PART 3 - EXECUTION

3.1 GENERAL

- A. Discard units of material which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned or too small to fabricate the work with a minimum of joints or the optimum jointing arrangement.

Fullerton Island Technical Specifications (Continued)

SECTION 06130 – CARPENTRY (Continued)

- B. Fit carpentry work to other work. Scribe and cope as required for accurate fit.
- C. Set carpentry work accurately to required levels and lines with members plumb and true.
- D. Securely attach carpentry work to substrates by anchoring and fastening as shown and as required by recognized standards and codes.
 - 1. Provide washers under bolt heads and nuts in contact with wood.
 - 2. Countersink deck screws so that the top of the fasteners is flush with the surface of the wood on exposed carpentry work.
 - 3. **Do not** countersink bolt holes.
- E. Set wood framing accurately to required lines and levels. Provide framing members of sizes and on spacing shown. Cut, join and tightly fit framing around other work. Do not splice structural members between supports unless otherwise detailed.
- F. Anchor and/or attach members as shown on plans.

3.2 FASTENERS

- A. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required. Do not drive threaded friction type fasteners; turn into place. Tighten bolts and lag screws at installation and re-tighten as required for tight connections prior to closing in or at completion of work.
- B. Attach to substrates securely with anchor bolts or other attachment devices as shown and as required to support applied loading.

3.3 WOOD FRAMING

- A. Provide wood framing where shown. Erect on lines shown, to true planes, plumb, level and rigidly secured. Use framing members of size and spacing as indicated on the Drawings.

3.5 JOIST FRAMING

- A. Provide joist sizes and spacings indicated.
- B. Install with crown edge up and support ends of each member with not less than 1-1/2" of bearing on wood.

Fullerton Island Technical Specifications (Continued)

SECTION 06130 – CARPENTRY (Continued)

- C. Do not notch in middle third of joists, and do not exceed 1/6 of depth of member for depth of notches in top or bottom of joists. Limit end notches to 1/3 of depth of member.
- D. Do not bore holes closer than 2" from top or bottom of joists, and limit diameter to 1/3 of depth of member.

3.2 INSTALLATION

- A. General: Comply with AITC 105 "Recommended Practice for the Erection of Structural Timber Framing". Install miscellaneous aluminum connectors, anchors, and accessories as indicated.
- B. Cutting: Avoid extra and excess cutting (after fabrication).
 - 1. Coat cross cuts with end sealer.
 - 2. Where treated members must be cut during erection, apply a heavy brush coat of the same treatment, complying with AWPA Standards.
- C. Handle and temporarily support members to prevent visible surface damage.
- E. Repair damaged surfaces and finishes after completion of erection, or replace damaged members as directed where damage is beyond satisfactory repair.

3.6 PROTECTION

- A. Protect wood frame construction during the remainder of the construction period.

END OF SECTION 06110

END OF DIVISION SIX

Fullerton Island Technical Specifications (Continued)

DIVISION SEVEN – THERMAL AND MOISTURE PROTECTION

SECTION 07415 – PREFORMED METAL ROOF AND FLASHINGS

PART 1 – GENERAL

1.1 SCOPE

- A. Work consists of all preformed metal roofing and flashings and related items necessary to complete the work indicated on the Drawings and described in this Section. All contract documents, i.e. Drawings, Specifications, Alternates, General Conditions, Addenda, etc. shall apply to this Section.

1.2 WORK INCLUDED

- A. Without restricting volume or generality of above “Scope”, work to be performed under this Section shall include, but it not limited to, the following items when indicated on the Drawings:
 - 1. All preformed metal roofing and related flashings.
 - 2. Water proofing underlayment.
 - 3. All anchors, fasteners, sealants and related items required to complete the work.

1.3 QUALITY ASSURANCE

- A. All preformed metal roofing and flashings shall be the product of one manufacturer. Products and/or systems produced by several manufacturers will not be acceptable.

1.4 REQUIREMENTS OF REGULATION AGENCIES

- A. The Contractor shall obtain and purchase all applicable permits and the work shall comply with all applicable permits, codes and ordinances. The Contractor shall arrange for all applicable inspections and tests required and the same shall be performed in the presence of all authorized representatives.

1.7 SUBMITTALS

- A. Shop Drawings: Submit Florida Product Approval or Miami-Dade County Product Approval for review and acceptance by the County.
 - 1. Drawings shall indicate and identify each component of the preformed metal roofing and related flashing systems.

Fullerton Island Technical Specifications (Continued)

SECTION 07415 – PREFORMED METAL ROOF AND FLASHINGS

2. Accessories, anchors, connectors, clips, screws and attachment to building construction shall be indicated. Show size of attachment devices and spacings of anchors, connectors, clips and screws. Show accurate architectural and/or engineering drawings, plans, elevations and sections indicating support and anchorage.

1.8 WARRANTY

- A. Prior to completion of the project, the Contractor shall submit a 2 yr. installer warranty.

PART 2 – PRODUCTS

2.1 PREFORMED METAL ROOFING

- A. Shall be similar or equal to Englert Series 1300 as manufactured by Englert, Inc. 1200 Amboy Avenue, Perth Amboy, NJ 08862, Telephone: (732) 826-8614. Subject to compliance with the requirements of the Technical Specifications and the information on the drawings, other manufacturers having acceptable products may be formally submitted to the County for review and acceptance.

2.2 FLASHINGS

- A. Shall be same material type and finish as the roof panel, but the temper may be reduced to facilitate forming.

2.4 ACCESSORY ITEMS

- A. Anchor Clips: Shall be concealed, non corrosive as recommended by the panel manufacturer. Fasteners supports and screws installed in clips shall be fully recessed so that no sharp edges come in contact with the roof material. Clips shall be designed to allow for expansion and contraction of the roof relative to the structure.
- B. Screws: For holding anchor clips to the structure shall be 316 stainless steel.
- C. Sealant: Used with roofing shall be applied between surfaces during assembly with a minimum amount exposed on the completed installation.
 1. Concealed sealant may be a non-curing, non-skinning butyl, polyisobutylene or polybutane tape of sufficient thickness to make full contact with both surfaces.
 2. Exposed sealant shall be a curing type with excellent weather and sunlight resistance. Apply in accordance with the sealant manufacturer's recommendations.

2.5 WATERPROOFING UNDERLAYMENT

Fullerton Island Technical Specifications (Continued)

SECTION 07415 – PREFORMED METAL ROOF AND FLASHINGS

- A. Shall be similar and equal to “Ice and Watershield” as manufactured by W.R. Grace & Co., 62 Whittemore Ave., Cambridge, MA 02140, or equal as approved by the County. Underlayment shall be a cold applied self-adhering, self-healing membrane composed of 0.004" high strength polyethylene film coated on one side with a thick layer of adhesive-consistency rubberized asphalt. Membrane shall be interwound with a disposable silicone coated release sheet.

PART 3 – EXECUTION

3.1 INSTALLATION OF WATERPROOFING UNDERLAYMENT

- A. Surface Preparation: Remove any dust, dirt, loose nails or other protrusions from roof deck and sweep thoroughly.
- C. Underlayment Membrane Application: Complete installation of underlayment shall be in strict accordance with the manufacturer’s written instructions.
- D. Application of preformed Metal Roofing and Flashings: After application of the underlayment, metal roofing and flashings may be applied immediately.

3.2 INSTALLATION OF PREFORMED METAL ROOF AND FLASHINGS

- A. Storage and Handling Protection: Shall be provided during fabrication, shipment, storage and erection. During shipment, finished surfaces shall be protected from abrasion by a removable plastic film between areas of contact. Job site storage shall be in a clean, dry area, out of direct contact with the ground, under cover or sloped for drainage, protected from abuse by traffic and from contamination by corrosive or staining materials. Stored materials and unfinished work shall be secured against wind damage. Installed panels shall be protected by other trades.
- B. Prior To Installation: The Contractor shall verify that the structure is ready to receive the work specified in this Section. He shall check field dimensions and alignment of structural members to assure that the roof panels and flashing will be straight and true. The County shall be notified of any and all conditions which may adversely affect the performance or appearance of the installed roof. Work shall not proceed in any areas where there are conditions that will affect the performance and appearance of the installed roof.
- C. Installation: All work shall be installed in accordance with approved shop drawings under the direct supervision of the manufacturer and/or his authorized representative and by experienced sheet metal craftsmen. Attachments and joints shall allow for expansion and contraction from temperature changes without distortion or elongation of fastener holes. Flashing shall be installed in strict accordance with the recommended practice in the AANRCA and SMACNA architectural sheet metal manuals, without fasteners in end laps and with

Fullerton Island Technical Specifications (Continued)

SECTION 07415 – PREFORMED METAL ROOF AND FLASHINGS

isolation from dissimilar materials. All work to be installed in strict accordance with the manufacturer's directions.

- D. Completed Work: Shall be plumb and true; free of scrapes and dents. Panel ribs shall be on the module indicated on the contract drawings and approved shop drawings within the tolerance allowed by the actual construction dimensions. Excess sealant shall be removed and touch-up paint applied to any areas where paint scrapes occur. Any panels which are badly damaged which in the judgment of the County cannot be repaired, shall be removed and replaced.

END OF SECTION 07415

END OF DIVISION SEVEN

DIVISION TEN - SPECIALTIES

SECTION 10100- MISCELLANEOUS SPECIALTY ITEMS

PART 1 - GENERAL

1.1 SCOPE

- A. Work consists of all miscellaneous specialty items which are not particularly related to each other, or other Sections of the Technical Specifications. Provisions and installation of these specialty items, as shown in the Drawings and specified in this Section, shall be the responsibility of the Contractor unless otherwise specified.

1.2 WORK INCLUDED

- A. Without restricting volume or generality of above "Scope", work to be performed under this Section shall include, but is not limited to, the following:
 - 1. Site Entrance Sign: The Contractor shall provide the entrance sign and concrete pile for assembly and installation as shown on the Drawings.
 - 2. Information Kiosk: The County shall provide the Contractor a Pre-Fabricated Information Kiosk by Wilderness Graphics, Inc. to be assembled and installed with concrete base as shown on the Drawings.
 - 3. Concrete Picnic Tables: The Contractor shall install the picnic tables in locations shown on the Drawings. All tables to be provided by the County.

1.3 SHOP DRAWINGS

- A. Submit Shop Drawings of Contractor supplied miscellaneous specialty items to the County for review and acceptance. Shop Drawings shall indicate fabrication, assembly and erection details; sizes of all members; fastenings, supports and anchors; patterns; clearances and all necessary connections to work of other trades.

PART 2 - PRODUCTS

2.1 SITE ENTRANCE SIGN

- A. Entrance Sign Post – Concrete piling.
- B. Entrance Sign Mounting Brackets – Aluminum Alloy 6061-T6.
- C. Entrance Sign: Shall be provided by the Contractor.

Fullerton Island Technical Specifications (Continued)

SECTION 10100 – MISCELLANEOUS SPECIALTY ITEMS

- D. All mounting hardware shall be marine grade 316 stainless steel.

2.2 INFORMATION KIOSK

- A. The County shall provide the Contractor a Pre-Fabricated Information Kiosk by Wilderness Graphics, Inc. to be assembled and installed with concrete base as shown on the Drawings. Reinforced Concrete Base to be supplied by Contractor.

2.3 PICNIC TABLES

- A. Picnic Tables – The County will furnish the concrete picnic table/benches for Contractor to install. The tables shall meet the requirements of the Americans with Disabilities Act (ADA) Accessibility Guidelines. Picnic tables will need to be picked up by the Contractor from the John Prince Park Maintenance Compound located at 4759 South Congress Avenue, Lake Worth, Florida. Approximate weight of a concrete picnic table is 3,000 lbs.

PART 3 - EXECUTION

3.1 SITE ENTRANCE SIGN

- A. Fabrication - The County will provide the County logo, the Town of Jupiter logo, the Florida Inland Navigation Department (FIND) logo, and the Florida Department of Transportation (FDOT) logo to the Contractor prior to the Contractor furnishing the sign.
- B. Installation - The sign, location, attachments and height of the sign are shown on the Drawings. Elevations are in NAVD. The Contractor shall install the concrete pile with a minimum pile penetration as shown on the Drawings.

3.2 INFORMATION KIOSK

- A. Installation - The signs, locations, and height of the signs are shown on the Drawings. Elevations are in NAVD.

The Contractor shall install the kiosk as shown on the Drawings.

General Installation Instructions are as follows:

- 1) Locate kiosk installation site.
- 2) Lay out (2) legs facedown.
- 3) Place H-frame on top of legs, lining up pre-drilled holes.
- 4) Remove 4 x 4 out of roof and place on top of legs, lining up pre-drilled holes.
- 5) Place leg blocks near end of legs, over pre-drilled holes.
- 6) Insert 10" bolts and washers and LIGHTLY tighten.
IMPORTANT - Be sure roof 4 x4 is flush with outside of legs.
- 7) Dig holes approximately 3 feet deep.
- 8) Stand assembly up in holes.

Fullerton Island Technical Specifications (Continued)

SECTION 10100 – MISCELLANEOUS SPECIALTY ITEMS

- 9) Slide roof over leg assembly.
- 10) Tighten all bolts.
- 11) Install 3/8 x 4" lags into legs through pre-drilled holes in truss.
- 12) Install hurricane clips (H25A) on center truss and 4x4.
- 13) Level, plumb, brace, and pour concrete (concrete with reinforcement to be supplied by Contractor)

Parts:

- (1) Roof
- (1) H-frame
- (4) 4"x6"x10'6"Legs
- (6) 1/2" x 10" Thru bolts
- (4) 3/8" x 4" Lag bolts w/washers
- (4) Hurricane clips (H25A) w/40-50 screws
- (2) 4" x 6" Spacer blocks
- (4) 3/8" x 6" Lag bolts for spacer blocks

3.3 PICNIC TABLES

- A. Installation - The picnic table locations are shown on the Drawings. The Contractor shall install the picnic tables in the locations and orientation as shown on the Drawings. Approximate weight of a concrete picnic table is 3,000 lbs. Contractor responsible for safe transportation from pick up site to final placement. Contractor to provide adequate support to protect concrete table from damage during transportation.

END OF SECTION 10100

END OF DIVISION TEN

ATTACHMENT A
PERMITS



Florida Department of Environmental Protection

Southeast District Office
400 N. Congress Avenue, Suite 200
West Palm Beach, FL 33401
561-681-6600

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

JUL 5 2012

Palm Beach County Department of Environmental Resources Management
c/o Robert Robbins, Director
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

Dear Mr. Robbins:

Enclosed is Environmental Resource Permit No. 50-0308809-001 issued pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.).

Appeal rights for you as the permittee and for any affected third party are described in the text of the permit along with conditions which must be met when permitted activities are undertaken. Please review this document carefully to ensure compliance with both the general and specific conditions contained herein. As the permittee, you are responsible for compliance with these conditions. **Please ensure all construction personnel associated with your activity review and understand the attached drawings and conditions.** Failure to comply with this permit may result in liability for damages and restoration, and the imposition of civil penalties up to \$10,000.00 per violation per day pursuant to Sections 403.141 and 403.161, F.S.

In addition, please ensure the construction commencement notice and all other reporting conditions are forwarded to the appropriate office as indicated in the specific conditions.

If you have any questions about this document, please contact me at 561/681-6638 or by email at Jill.M.King@dep.state.fl.us.

Sincerely,

Jill M. King
Environmental Manager
Submerged Lands & Environmental Resources Program

www.dep.state.fl.us



Permit Review Checklist

(a summary of the required monitoring and reporting activities for your project)

Pre-Construction Requirements

Activity	Date Due	Date Completed
<input type="checkbox"/> Contact DEP to schedule pre-construction meeting	Prior to construction	_____
<input type="checkbox"/> Submit Pre-Construction Notice Form to DEP	48 Hrs. Before Construction	_____
<input type="checkbox"/> Temporary Turbidity Screens/ Silt Fences/Barriers in place	Prior to construction	_____

Construction Requirements

Activity	Date Due	Date Completed
<input type="checkbox"/> Permit with all attachments kept at the work site	Permit shall be available on-site for DEP inspector at all times	_____
<input type="checkbox"/> Permanent Turbidity Screens/ Silt Fence Barriers/Structures in place	Structures should be inspected daily	_____
<input type="checkbox"/> Turbidity monitoring reports	Submitted as necessary	_____
<input type="checkbox"/> Annual Status Report submitted	Following June of each year until complete	_____
<input type="checkbox"/> Report changes to permitted drawings / plans / activities any changes	Contact DEP before	_____

Post-Construction Requirements

Activity	Date Due	Date Completed
<input type="checkbox"/> Completion and Certification (As-Built) Form signed & sealed by P.E. and sent to DEP	30 Days after Construction	_____
<input type="checkbox"/> Mitigation: Monitoring Schedule for Mangrove Creation area and Seagrass Creation area	Please see the attached monitoring schedule for your project	_____
<input type="checkbox"/> Mitigation: Success	Please see the attached monitoring schedule for your project	_____

<input type="checkbox"/> Permit Transfer Form submitted to DEP	Within 30 Days Sale of property (if property sold)	_____
----------------------------------------------------------------	----------------------------------------------------	-------

For the above criteria that require you to contact DEP – you should contact the Southeast District Branch Office, Environmental Resources Permitting Section, Compliance and Enforcement, 400 N Congress Avenue, Suite 200, West Palm Beach, FL 33401, Attention: Katie Collins. Phone: 561-681-6645, Fax: 561-681-6780.

PLEASE NOTE:

As the property owner/permittee, you are ultimately responsible for ensuring that the required conditions of your permit are complied with and timely reported to the Department. Please ensure that any designated contractors or agents acting on your behalf are familiar with these requirements.

Seagrass Creation Area Monitoring Schedule

As part of your permit requirements, 0.05 acres (immediate offset of seagrass impacts) and 4.59 acres (to be utilized for future mitigation projects specified in attached permit) of seagrass habitat shall be created within the Fullerton Island Restoration Project and monitored for a period of five years:

Activity	Date Due - Report Submitted	Date Completed
<input type="checkbox"/> 1 st Year – Baseline Report	30 Days after excavation has been completed	_____
<input type="checkbox"/> 1 st Year – 1 st Quarterly Report	90 Days later	_____
<input type="checkbox"/> 1 st Year – 2 nd Quarterly Report	90 Days later	_____
<input type="checkbox"/> 1 st Year – 3 rd Quarterly Report	90 Days later	_____
<input type="checkbox"/> 2 nd Year – Annual Report	1 Year from Baseline Report	_____
<input type="checkbox"/> 3 rd Year – Annual Report	1 Year from 2 nd Annual Report	_____
<input type="checkbox"/> 4 th Year – Annual Report	1 Year from 3 rd Annual Report	_____
<input type="checkbox"/> 5 th Year – Annual Report	1 Year from 4 th Annual Report	_____
<input type="checkbox"/> Mitigation Success Notice	Area must achieve a cover-abundance value of 1.0 for two out of three consecutive years	_____

Mangrove Creation Monitoring Schedule

As part of your permit requirements, a 0.54 acre mangrove creation area (to be utilized for future mitigation projects specified in attached permit) shall be created within the Fullerton Island Restoration Project and monitored for a period of five years:

Activity	Date Due - Report Submitted	Date Completed
<input type="checkbox"/> 1 st Year – Baseline Report	30 Days after seedling planting completed	_____
<input type="checkbox"/> 1 st Year – 1 st Quarterly Report	90 Days later	_____
<input type="checkbox"/> 1 st Year – 2 nd Quarterly Report	90 Days later	_____
<input type="checkbox"/> 1 st Year – 3 rd Quarterly Report	90 Days later	_____
<input type="checkbox"/> 2 nd Year – Annual Report	1 Year from Baseline Report	_____
<input type="checkbox"/> 3 rd Year – Annual Report	1 Year from 2 nd Annual Report	_____
<input type="checkbox"/> 4 th Year – Annual Report	1 Year from 3 rd Annual Report	_____
<input type="checkbox"/> 5 th Year – Annual Report	1 Year from 4 th Annual Report	_____
<input type="checkbox"/> Mitigation Success Notice	After 80% Coverage of mangroves has been achieved, less than 5 % coverage of exotics	_____



Florida Department of Environmental Protection

Southeast District Office
400 N. Congress Avenue, Suite 200
West Palm Beach, FL 33401
561-681-6600

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

Permittee/Authorized Entity

Palm Beach County Department of Environmental Resources Management
c/o Robert Robbins, Director
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

Project Name or Phase:

Palm Beach County-Fullerton Island Restoration

Authorized Agent:

Palm Beach County Department of Environmental Resources Management
c/o Carolyn Beisner
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

ERP Processor:

Jill M. King
Phone: 561-681-6638
Email: Jill.M.King@dep.state.fl.us

Environmental Resource Permit State-owned Submerged Lands Authorization -Granted

**U.S. Army Corps of Engineers Authorization -Separate Corps Authorization
Required**

Permit No.: 50-0308809-001

Permit Issuance Date: July 05, 2012
Permit Construction Phase Expiration Date: July 05, 2017

**Consolidated Environmental Resource Permit and State-owned Submerged Lands
Authorization Environmental Resource Permit**

Permittee:

**Palm Beach County Department of Environmental Resources Management
c/o Robert Robbins, Director
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743**

Permit No:

50-0308809-001

Project Name or Phase:

Fullerton Island Restoration Project

AUTHORIZATIONS

Project Description

The permittee is authorized to create 4.64 acres of seagrass habitat, create 0.54 acres of mangrove habitat, restore and enhance 0.29 acres of upland hardwood hammock, construct two rock jetties at the northern entrance to the island, and preserve 5.12 acres of existing mangroves by conducting the following activities listed below all within the Fullerton Island and within the Lake Worth Creek. The projects are located along the Lake Worth Creek, Loxahatchee River-Lake Worth Creek Aquatic Preserve, Class III Waters, Outstanding Florida Waters. Authorized activities are depicted on the attached exhibits.

The applicant shall conduct the following activities as part of the restoration and enhancement work:

Fullerton Island

- a) Create 4.64 acres of seagrass habitat by scraping down an existing spoil area that currently consists of spoil material and mostly exotic vegetation. This area shall be cleared of exotic vegetation and scraped down to an elevation of approximately - 4 ft. NAVD (of which, 0.05 acres of seagrass habitat shall be created to offset seagrass impacts that shall result from the construction of the rock jetties and dredging to create access to the inside of the island and dock),
- b) Create 0.54 acres of mangrove habitat that shall be created in two sections on the inside of the island by scraping down an existing spoil area that currently consists of spoil material and mostly exotic vegetation. This area shall be cleared of exotic vegetation and scraped down to an elevation of approximately - 1 ft. NAVD,

Permittee: Palm Beach County Fullerton Island Restoration

Permit No: 50-0308809-001

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- c) Conduct dredging of a 1,125.29-sq. ft. area as shown on the attached drawings at the north east end of the island to allow for access into the newly created seagrass lagoon within the island and dock area down to a depth of approximately - 6.0 ft. NAVD,
- d) Construct a 948.4-sq. ft. public dock at the north end of the island that shall consist of the following: a 4-ft. by 19.6-ft. ramp that shall connect to a 6-ft. by 85-ft. access walkway with three (3) 4-ft by 30-ft. finger piers that shall allow the mooring of up to 6 slips total at any one time for temporary day docking,
- e) Construct an observation tower that shall be approximately 16-ft. by 19-ft. (304-sq. ft.) that shall include an 8-ft. by 22-ft. (176-sq. ft.) section for stairs,
- f) Restore and enhance 0.29 acres of existing upland hardwood hammock by clearing exotic vegetation and scraping down the area to appropriate elevations, and
- g) Install two rock jetties/groin systems that shall be installed at a 2:1 slope that shall cover approximately 1,777.3 sq. ft. total located in two sections on the north and south side of the proposed ingress/egress channel to the inside of the island and dock.

The submerged bottom at the project site consists of a variety of habitats consisting of barren sand bottom and varying patches of seagrass of mixed *Halodule wrightii* and *Halophila johnsonii* species. The permittee has selected the area of least impact with respect to the proposed rock jetties and dredge area. The proposed dock shall be located in an area that is currently an upland spoil area containing primarily exotics.

The project shall result in impacts to (0.02 acres) of seagrass resources through the dredging for the ingress/egress to the island and rock jetties/groin system. These impacts shall be mitigated for through the creation of 0.05 acres of seagrass habitat as a result of the scrapedown of upland areas within the Fullerton Island just south of the proposed dock area as shown on the attached drawings (Figure 7). The construction, methodologies, and monitoring information for this mitigation area is depicted in the specific conditions below and attached Fullerton Island Restoration Mitigation Plan. No other impacts to submerged or emergent resources are authorized through any other portion of this project.

All construction equipment/tools and materials shall be transported to and from the site via barge and upland roadways and all equipment/tools and materials shall be stored on the barge and uplands. The staging areas are depicted on the attached drawings. During construction on the upland areas and habitat restoration areas, silt fences shall be installed where necessary to protect adjacent wetlands and surface waters.

During construction of the seagrass restoration areas and all other projects proposed on the inside of the island, two earthen plugs shall be left in place and will be removed upon completion of the final grading. With respect to the dredging, rock jetties, and all projects proposed on the inside of the island, turbidity curtains and/or silt fences with weighted

Permittee: Palm Beach County Fullerton Island Restoration

Permit No: 50-0308809-001

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skirts shall be installed prior to the commencement of any work. The curtains shall extend to within one foot of the bottom and shall be installed in a manner that does not affect or interfere with navigation. Turbidity shall be monitored throughout all portions of the project.

Any construction vessels shall operate within waters of sufficient depth to preclude bottom scouring and prop dredging of resources. Material removed for the ingress/egress area shall be mechanically dredged using clamshell bucket from a shallow draft barge. Dredge material removed by mechanical operations shall be placed directly in a self-contained barge with containment rails to hold the spoil and prevent return water from entering surface waters. All dredged/excavated material shall then be transported to the permittee's Jupiter Venture/Hatcher Restoration Project to construct a berm.

Return water shall not be discharged into any waterbody during transport, or unloading activities. The temporary spoil containment area shall be constructed to contain all off loaded spoil material and prevent the escape of dredged material and associated effluent into surface waters. The severed material shall be utilized for public purposes and therefore no severance fees were collected for the material.

Palm Beach County and the Town of Jupiter have requested upfront mitigation for the portions of this project that shall create 4.59 acres of seagrass habitat and 0.54 acres of mangrove habitat. They have requested that this seagrass and mangrove restoration area be considered mitigation for future Palm Beach County and Town of Jupiter projects that have been specified in Attachment 3 Palm Beach County and Town of Jupiter Future Projects associated with Fullerton Island Restoration. Palm Beach County and the Town of Jupiter must apply to the Department and other appropriate agencies to obtain the proper permits for these future projects. The success of this restoration/mitigation area shall be evaluated and determined throughout the course of the monitoring and at the time any application is filed by Palm Beach County and/or the Town of Jupiter for these future potential impact related projects.

The standard manatee conditions will be adhered to during all in water work.

The project described above may be conducted only in accordance with the terms, conditions and attachments contained in this permit. The issuance of this permit does not infer, nor guarantee, nor imply that future permits or modifications will be granted by the Department.

State-owned Submerged Lands Authorization

The activity is located on submerged lands owned by the State of Florida. It therefore also requires authorization, from the Board of Trustees of the Internal Improvement Trust Fund, pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.002 Florida Statutes (F.S.) 253.77, Florida Statutes (F.S.)

Permittee: Palm Beach County Fullerton Island Restoration

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As staff to the Board of Trustees, the Department has determined that the activity qualifies for a Letter of Consent, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

Federal Authorization

A copy of this permit has been sent to the U.S. Army Corps of Engineers (USACE). The USACE may require a separate permit. Failure to obtain any required federal permits prior to construction could subject you to enforcement action by that agency.

Coastal Zone Management

This permit also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Management Act.

Water Quality Certification

This permit constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this project may be required by other federal, state or local entities including but not limited to local governments and homeowner's associations. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

In addition, you are advised that your project may require additional authorizations or permits from the municipality/county in which the project is located. Please be sure to contact the local county building and environmental department to obtain these required authorizations.

PROJECT LOCATION

The activities authorized by this Permit are located in the Lake Worth Creek, within and adjacent to Fullerton Island, Loxahatchee River-Lake Worth Creek Aquatic Preserve, Class III Waters, Outstanding Florida Waters, Jupiter (Sections 6 and 31, Townships 40 and 41 South, Range 43 East), in Palm Beach County (Approximate Center of Island Latitude N 26° 56' 24.21", Longitude W 80° 5' 15.73").

PERMIT /STATE-OWNED SUBMERGED LANDS CONDITIONS

The activities described herein must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The General Consent Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

Permittee: Palm Beach County Fullerton Island Restoration

Permit No: 50-0308809-001

Page 4 of 19

You are advised to read and understand these conditions and drawings prior to commencing the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings. If you are utilizing a contractor, the contractor also should read and understand these conditions and drawings prior to commencing the authorized activities. Failure to comply with these conditions, including any mitigation requirements, shall constitute grounds for revocation of the Permit and appropriate enforcement action by the Department.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit/certification/authorization and state-owned submerged lands authorization, as specifically described above.

SPECIFIC CONDITIONS

PROJECT DRAWINGS & FORMS

(1) The project drawings, sheets 1 through 13; the 3-page Attachment 2 Fullerton Island Restoration Mitigation Plan; the 6-page Attachment 3 Palm Beach County and Town of Jupiter Future Projects associated with Fullerton Island Restoration; the attached 2-page permit checklist; DEP forms: 62-343.900(3), (4), (5), and (7) F.A.C., which can be downloaded at <http://www.dep.state.fl.us/water/wetlands/erp/forms.htm>, and the 2-page "Standard Manatee Conditions for In-Water Work, 2011", become part of this permit. If the applicant does not have access to the Internet, please contact the Department at (561) 681-6656 to request the aforementioned forms and/or document(s).

(2) If the attached permit drawings conflict with the specific conditions, then the specific conditions shall prevail.

PRE-CONSTRUCTION MEETING

(3) After selection of the contractor to perform the authorized activities and prior to the initiation of any work authorized by this permit, the permittee (or authorized agent) and the contractor shall attend a pre-construction conference with a representative of the Department. The permittee shall contact the Department in writing to schedule the conference. Department of Environmental Protection, Southeast District, Submerged Lands & Environmental Resources Program, Compliance/Enforcement Section, Attention: Katie Collins, 400 N. Congress Ave., Suite 200, West Palm Beach, Florida 33401 (phone: 561/681-6645).

CONSTRUCTION PERSONNEL

(4) The permittee shall be responsible for ensuring that the permit conditions are explained to all construction personnel working on the project, and for providing each contractor and subcontractor with a copy of this permit before construction begins.

PROJECT LIMITS

(5) The work authorized by this permit shall not be conducted on any property, other than that owned by the permittee, without the prior written approval of that property owner.

RESOURCE IMPACTS-SEAGRASSES

(6) The project shall result in impacts to (0.02 acres) of seagrass resources as a result of the rock jetties/groin system and dredging for ingress/egress to the island and dock. These impacts shall be mitigated for through the creation of 0.05 acres seagrass habitat as a result of the scrapedown of upland areas inside the island of the project as shown on the attached drawings. The construction, methodologies, and monitoring information for this mitigation area are depicted in the attached Fullerton Island Restoration Mitigation Plan. No other impacts to submerged seagrass resources are authorized through any other portion of this project.

CONSTRUCTION METHODOLOGIES-DREDGING

(7) All watercraft associated with the dredging shall only operate within waters of sufficient depth so as to preclude bottom scouring, prop dredging, or damage to the submerged bottom or submerged resources. During all construction activities, there shall be a minimum of 1-foot clearance between the draft of the construction vessel to the submerged lands and/or to the top of any submerged resource.

(8) There shall be no storage or stockpiling of tools and materials (i.e., lumber, pilings, debris), along the shoreline adjacent to waters of the state. All cleared vegetation, excess lumber, scrap wood, trash, garbage, and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

(9) All areas to be dredged shall be in accordance with the attached permit drawings and shall not exceed the areas and depths indicated on those drawings.

(10) Prior to the initiation of any work authorized by this permit, floating turbidity curtains with weighted skirts that extend to within one foot of the bottom shall be placed around the project site. The curtains shall be maintained and shall remain in place for the duration of the project construction to ensure that turbid discharges do not occur outside the boundaries of the floating turbidity screens. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent turbid discharges.

(11) Turbidity levels outside the construction area shall not exceed 0 NTU's above ambient levels. The following measures shall be taken immediately by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed ambient turbidity levels of the surrounding Outstanding Florida Waters:

- a. Notify the Department at 561-681-6645 at the time the violation is first detected.
- b. Immediately cease all work contributing to the water quality violation.
- c. Stabilize all exposed soils contributing to the violation. Modify the work procedures that were responsible for the violation, install more turbidity containment devices, and repair any non-functional turbidity containment devices.
- d. Perform turbidity monitoring.
- e. Resume construction activities once turbidity levels outside turbidity curtains fall below background levels.

(12) Turbidity Monitoring. Water turbidity levels shall be monitored and recorded at least every 4 hours during construction activities or upon the occurrence of other circumstances that might create water quality violations on site. Samples shall be taken one foot above the bottom, mid-depth, and one-foot below the surface at monitoring stations located as follows:

- a. Approximately 100 feet up-current of the work sites and clearly outside the influence of construction activities. (This shall serve as the natural background sample against which other turbidity readings shall be compared.)
- b. Directly outside the turbidity curtains surrounding the work sites and within the densest portion of any visible turbidity plume. (This sample shall serve as the compliance sample.)

(13) Turbidity Monitoring Reports. During construction, the permittee or permittee's contractor shall submit daily monitoring reports on a weekly basis containing the turbidity data gathered to the Department of Environmental Protection, Southeast District Office, Submerged Lands & Environmental Resources Program, Compliance/Enforcement Section, Attention: Katie Collins 400 N. Congress Ave., Suite 200, West Palm Beach, Florida 33401 (phone: 561/681-6645). The reports shall contain the following information:

- a. permit number
- b. project name
- c. dates of sampling and analysis
- d. turbidity sampling results
- e. description of data collection methods

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- f. a map indicating the sampling locations
- g. time of day profile was taken
- h. depth of water body
- i. weather conditions at times of sampling
- j. tidal stage and direction of flow
- k. wind direction and velocity
- l. water temperature

Furthermore, each monitoring report shall include a statement by the individual responsible for implementation of the sampling program attesting to the authenticity, precision, limits of detection, and accuracy of the data.

Monitoring reports shall be submitted to the Department of Environmental Protection, Southeast District Office, Submerged Lands & Environmental Resources Program, Compliance/Enforcement Section, Attention: Katie Collins, 400 N. Congress Ave., Suite 200, West Palm Beach, Florida 33401 (phone: 561/681-6645). Failure to submit reports in a timely manner constitutes grounds for revocation of the permit. When submitting this information to the DEP, the following wording shall be included at the top of each page or as a cover page to the submittal: "This information being provided in partial fulfillment of the monitoring requirements in Permit No. 50-0308809-001."

(14) Dredging shall be conducted from a shallow draft barge with a fully loaded draft of no more than 4 feet. The material shall be mechanically dredged by a clamshell dredge bucket and deposited directly into a fully-lined barge with containment rails to hold the spoil and prevent return water from entering surface waters. Return water shall not be discharged into the Lake Worth Creek and all spoil materials shall be temporarily stored on the barge or within upland areas, in accordance with the attached permit drawings. The spoil containment areas shall be constructed to contain all off loaded spoil material and prevent the escape of dredged material and associated effluent into surface waters.

(15) The material shall be permanently stored and utilized at the permittee's Jupiter Venture/Hatcher Restoration Project to construct a berm. If the material is utilized for any other purpose, please contact the Department prior to disposal at any other location.

DOCK

(16) This permit authorizes the construction of a 948.4-sq. ft. public dock at the north end of the island that shall consist of the following: a 4-ft. by 19.6-ft. ramp that shall connect to a 6-ft. by 85-ft. access walkway with three (3) 4-ft by 30-ft. finger piers that shall allow the mooring of up to 6 slips total at any one time for temporary day docking, in accordance with the attached permit drawings.

(17) Vessels utilizing this structure shall maintain a minimum of one foot clearance between the deepest draft of the vessel with the engine in the down position and the top of submerged resources or submerged bottom so as to preclude bottom scouring or prop dredging.

(18) The slips shall not be occupied by liveaboards. A liveaboard vessel shall be defined as a vessel docked at a facility that is inhabited by a person or persons for any 5 consecutive days or a total of 10 days within a 30-day period.

(19) All new pilings used in the construction of the dock shall be either concrete or wood. Wooden pilings shall be wrapped with an impervious membrane one-foot above the mean high water line to one-foot below the substrate.

(20) There shall be no fish cleaning stations authorized by this permit. No overboard discharges of trash, human or animal waste, or fuel shall occur at this facility.

(21) The following activities are prohibited at the facility: (a) boat maintenance or repair activities requiring removal of a vessel from the water or removal of any major portions of the vessel, including the engine, for purposes of routine repair or maintenance on site; (b) hull cleaning involving the scraping or jet washing of fouling organisms; (c) hull painting; (d) any discharges or release of oils or greases associated with engine and hydraulic repairs; or (e) any discharges or release of metal based bottom paints associated with hull scraping, cleaning, and painting. The following activities are authorized at the facility: (a) removal of a vessel that is necessitated by emergency conditions which have resulted in or can result in the sinking of a vessel or (b) minor repairs and boat maintenance that will not cause or contribute to the release of water pollutants (these activities must be performed by the vessels owner or qualified marine mechanics).

RESTORATION/MITIGATION AREAS

(22) All wetland areas and water bodies outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, scouring and/or dewatering. Methods for controlling erosion and turbidity shall include, but are not limited to the use of staked hay bales; staked filter cloth; sodding, seeding, and mulching; staged construction; and the development of silt fences around the immediate project site. Staked filter cloth shall be positioned at the edge of the permitted fill slopes where they are adjacent to wetlands in order to prevent turbid run-off and erosion. Erosion barriers shall be installed prior to any excavation or placement of fill material and shall be maintained in effective condition at all locations until construction is completed and disturbed areas are stabilized. Thereafter, the permittee must remove the barriers. The permittee shall be responsible for ensuring that erosion control devices and procedures are inspected and maintained daily during all phases of construction authorized by this permit. Once these conditions are met, the erosion control devices shall be removed within 14 days.

MITIGATION MONITORING AND SUCCESS CRITERIA-SEAGRASS

(23) The permanent impacts to seagrass resources (0.02 acres) that shall result from installation of the rock jetties and dredging for ingress/egress to the island and dock shall be mitigated for through the creation of 0.05 acres of seagrass habitat in the northern inner portion of the island, just south of the proposed dock as shown on the attached drawings.

(24) The mitigation shall be conducted in strict accordance with the attached Attachment 2 Fullerton Island Restoration Mitigation Plan and shall consist of the creation of seagrass habitat through the selective clearing of exotic vegetation, followed by excavation to -6-ft. NAVD to match the existing elevation of the areas outside of the island, and finally natural recruitment of seagrass species from the adjacent Lake Worth Creek seagrass beds.

(25) Within 30 days after completing the excavation, the permittee shall submit to the Department a baseline ("time zero") report. The report shall include the details of the clearing and excavation. The report shall contain photographs, taken from referenced locations, to represent the entire site. Additionally, a drawing shall be included to show the location and direction of the camera. Subsequent monitoring reports shall be submitted quarterly for the first year, and annually for a period of 4 additional years after the first year (five years total), the first report being due 3 months after the baseline report. Annual monitoring shall coincide with the National Marine Fisheries Service's recommended seagrass survey window (June 1-September 30). The annual reports shall include any natural recruitment of seagrasses, a list of all species observed, the percent-coverage of the different species observed, and explanations if survivorship is trending toward failure. The reports shall include photographs from the locations referenced in the baseline report. The reports shall be sent to the Department of Environmental Protection, Southeast District, Submerged Lands and Environmental Resources Program, Compliance/Enforcement Section, Attention: Katie Collins, 400 North Congress Avenue, Suite 200, West Palm Beach, Florida 33401 (phone: 561/681-6645).

(26) In order for the mitigation to be deemed successful, the mitigation area must achieve a cover-abundance value of 1.0 (based on the current cover-abundance of the impact area using the Braun-Blanquet Technique) for two out of three consecutive years.

(27) The responsibility to determine if the mitigation is meeting the permit-specified success criteria shall not fall solely on the Department. Within the first 2 years after excavation, if the permittee becomes aware that the project is not meeting the success criteria and probably will not meet the criteria based on site observations, then the permittee shall notify the Department at the address in Specific Condition Number 25. The permittee shall then submit an alternative mitigation plan to the Department for review and approval.

(28) The mitigation shall be determined to be successful when the requirements of Specific Conditions Numbers 24, 25 and 26 of the permit have been met.

(29) Mitigation activities shall be commenced by the permittee within 2 years from the date of issue of this permit.

(30) Palm Beach County and the Town of Jupiter have requested upfront mitigation for the portion of the project that shall create 4.59 acres of seagrass habitat and the creation of 0.54 acres of mangrove habitat. They have requested that this seagrass creation area and mangrove creation area be considered mitigation for future Palm Beach County and the Town of Jupiter projects that have been specified in Attachment 3 Palm Beach County and Town of Jupiter Future Projects associated with Fullerton Island Restoration. Palm Beach County and/or the Town of Jupiter. These entities shall apply to the Department and other appropriate agencies to obtain the proper permits for these future projects. The success of this restoration/mitigation area shall be evaluated and determined throughout the course of the monitoring and at the time any application is filed by Palm Beach County and/or the Town of Jupiter for these future impact related projects. The permittee shall be put on notice that this mitigation may not be utilized for any other project that has not already been identified in this permit and that this up front mitigation may not be sufficient and additional mitigation may be required once the future project and impacts have been determined.

(31) The upfront mitigation for creation of 4.59 acres of seagrass habitat and the creation of 0.54 acres of mangrove habitat shall be monitored in accordance with the conditions listed 24, 25, and 26 and in accordance with the attached Fullerton Island Restoration Mitigation Plan for the mangrove creation portion of the project. The monitoring for this creation/restoration shall be the responsibility of Palm Beach County as it is their mitigation to be utilized at a future date.

FISH & WILDLIFE

(32) Within 30 days prior to slip occupancy, the permittee shall install permanent educational manatee signs in accordance with Florida Fish and Wildlife Conservation Commission (FWC) guidelines, including FWC approval for the number, type, and location of signs. Permittee agrees to replace the signs in the event the signs fade, become damaged or outdated, and maintain these signs for the life of the facility. The guidelines for installation can be found at <http://www.myfwc.com>, or can be obtained by contacting the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section at: 620 South Meridian Street, 6A, Tallahassee, Florida 32399-1600 (telephone 850/922-4330).

(33) During all in-water work, the permittee shall comply with the standard manatee protection construction conditions listed in the attached 2-page "Standard Manatee Conditions for In-Water Work, 2011".

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DIVISION OF HISTORICAL RESOURCES

(34) If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at 850/245-6333 or 800/847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

AS-BUILT SURVEY

(35) Within 60 days after completion of construction, the permittee shall submit record drawings (as-builts) to the office listed in specific condition number 3. The drawings shall be in a format that will facilitate a direct comparison of the permitted activities and the work actually constructed.

GENERAL CONDITIONS

(36) All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.

(37) This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by the Department staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

(38) Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications

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described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

(39) The permittee shall notify the Department of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the Department an **"Environmental Resource Permit Construction Commencement" notice (Form No. 62-343.900(3), F.A.C.)** indicating the actual start date and the expected completion date.

(40) When the duration of construction will exceed one year, the permittee shall submit construction status reports to the Department on an annual basis utilizing an **"Annual Status Report Form" (Form No. 62-343.900(4), F.A.C.)**. Status Report Forms shall be submitted the following June of each year.

(41) Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied **"Environmental Resource Permit As-Built Certification by a Registered Professional" (Form No. 62-343.900(5), F.A.C.)**. The statement of completion and certification shall be based on on-site observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the Department that the system is ready for inspection. Additionally, if deviation from the attached drawings is discovered during the certification process, the certification must be accompanied by a copy of the attached permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.

(42) The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (16) above, has submitted a **"Request for Transfer of Environmental Resource Permit Construction Phase to Operation Phase" (Form No. 62-343.900(7), F.A.C.)**; the Department determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the Department in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications Within the South Florida Water Management District - August 1995, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following

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inspection and approval of the permitted system by the Department, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 62-343.110(1)(d), F.A.C., the permittee shall be liable for compliance with the terms of the permit.

(43) Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.

(44) For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the Department along with any other final operation and maintenance documents required by sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications Within the South Florida Water Management District - August 1995, prior to lot or unit sales or prior to the completion of the system, whichever occurs first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State where appropriate. For those systems which are proposed to be maintained by the county or municipal entities, final operation and maintenance documents must be received by the Department when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.

(45) Should any other regulatory agency require changes to the permitted system, the permittee shall notify the Department in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.

(46) This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C.

(47) The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

(48) The permittee is advised that the rules of the South Florida Water Management District require the permittee to obtain a water use permit from the South Florida Water Management District prior to construction dewatering, unless the work qualifies for a general permit pursuant to subsection 40E-20.302(4), F.A.C., also known as the "No Notice" rule.

(49) The permittee shall hold and save the Department harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.

(50) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.

(51) The permittee shall notify the Department in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of section 62-343.130, F.A.C. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

(52) Upon reasonable notice to the permittee, Department authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

(53) If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate Department office.

(54) The permittee shall immediately notify the Department in writing of any previously submitted information that is later discovered to be inaccurate.

NOTICE OF RIGHTS

This Permit is hereby final unless a sufficient petition for an administrative hearing is timely filed under Sections 120.569 and 120.57 of the Florida Statutes (F.S.) as provided below. The procedures for petitioning for a hearing are set forth below.

Mediation is not available.

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Because the administrative hearing process is designed to re-determine final agency action on the application, the filing of a petition for an administrative hearing may result in a modification of the permit or even a denial of the application. If a sufficient petition for an administrative hearing or request for an extension of time to file a petition is timely filed, this permit automatically becomes only proposed agency action on the application, subject to the result of the administrative review process. Accordingly, the applicant is advised not to commence construction or other activities under this permit until the deadlines noted below for filing a petition for an administrative hearing, or request for an extension of time has expired.

Under Rule 62-110.106(4), Florida Administrative Code (F.A.C.), a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. If a request is filed late, the Department may still grant it upon a motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect.

In the event that a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Any

intervention will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

In accordance with Rule 62-110.106(3) F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under section 120.60(3) of the Florida Statutes must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first.

Under section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition for an administrative hearing within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action; and

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action;

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C. Under Sections

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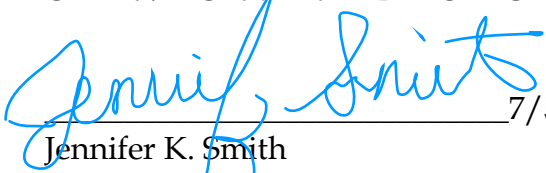
120.569(2)(c) and (d), F.S., a petition for administrative hearing must be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed.

This action is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above. Upon the timely filing of a petition this order will not be effective until further order of the Department.

This permit constitutes an order of the Department. The applicant has the right to seek judicial review of the order under Section 120.68, F.S., by the filing of a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department. The applicant, or any party within the meaning of Section 373.114(1)(a), F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1), F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the final order is filed with the Clerk of the Department.

Executed in Palm Beach County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION


7/5/12
Jennifer K. Smith
Program Administrator
Submerged Lands & Environmental
Resource Program

Permit Review Checklist, 2 pages

Exhibit 1, Project Drawings and Design Specs., 13 pages

Exhibit 2, Attachment 2 Fullerton Island Restoration Mitigation Plan, 3 pages

Exhibit 3, Attachment 3 Palm Beach County and Town of Jupiter Future Projects associated with Fullerton Island Restoration, 6 pages

Exhibit 4, "Standard Manatee Conditions for In-Water Work, 2011", 2 pages

Exhibit 5, "Florida Exotic Pest Plant Council's 2009 List of Invasive Plant Species", 4 pages

Commencement notice /62-343.900(3)*

Annual status report/62-343.900(4)*

As-built certification/62-343.900(5)*

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Transfer construction to operation phase/ 62-343.900(7)*

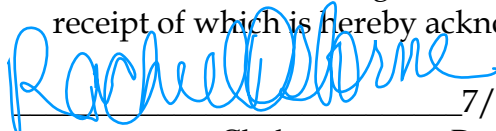
*Can be downloaded at: <http://www.dep.state.fl.us/water/wetlands/erp/forms.htm>

Copies furnished to:

Town of Jupiter, Andrew Lukasik, 210 Military Trail, Jupiter, FL 33458-5786
FDEP Compliance and Enforcement, Katie Collins, Katie.Collins@dep.state.fl.us
USACOE, Eric Reusch, Eric.G.Reusch@usace.army.mil
NOAA-Jocelyn Karazsia, Jocelyn.Karazsia@noaa.gov
FFWCC, Bureau of Imperiled Species Management, Kristen Sella,
Kristen.Sella@MyFWC.com
FFWCC, Bureau of Imperiled Species Management, Erin McDevitt,
erin.mcdevitt@myfwc.com
Palm Beach County ERM, Carolyn Beisner, CBeisner@pbcgov.org
Palm Beach County ERM, Julie Bishop, JBishop@pbcgov.org

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk 7/5/12
Date

Fullerton Island Restoration Project

Permit Drawings

- Figure 1: Project boundary on USGS Quadrangle map
- Figure 2: Location Map
- Figure 3: Existing FLUCCS map
- Figure 4: Proposed FLUCCS map
- Figure 5: USDA soil types
- Figure 6: Site Plan

- Figure 7: Turbidity control, Silt fence, Dirt Plug & IWW

- Figure 8: Transect Locations

Figure 9: Excavation Cross-sections

- T-1: North-south transect through opening to boat basin (25' wide at bottom, 53' wide from top of rock to top of rock with 2:1 slope)
- T-2: East-west transect through hammock, stabilization (rip rap), boat basin and shoreline
- T-3: East-west transect through existing mangroves, created seagrass and created mangrove areas
- T-4: East-west transect through existing mangroves, existing oak hammock, created seagrass area, and created mangrove area

- Figure 10: Dock Basin, Bathymetry & Seagrass Impacts

- Figure 11: Observation Tower

- Attachment 1: Legal Description and Warranty Deed

Calculations

- Upland excavated material: 65,000 CY
- Impacts to wetlands (existing seagrass and mangrove areas): 0.02 acre
- Rock : 2,500 tons

Elevations:

- MHW = -0.13' NAVD
- MLW = -2.09' NAVD
- Design
 - Mangroves = -1' NAVD
 - Seagrass = -4' NAVD
 - Boat basin = -6' NAVD
 - Rock jetties = +2' NAVD
 - Dredging for ingress/egress = -6' NAVD (box cut)
 - Temperate hammock = +4.5' NAVD

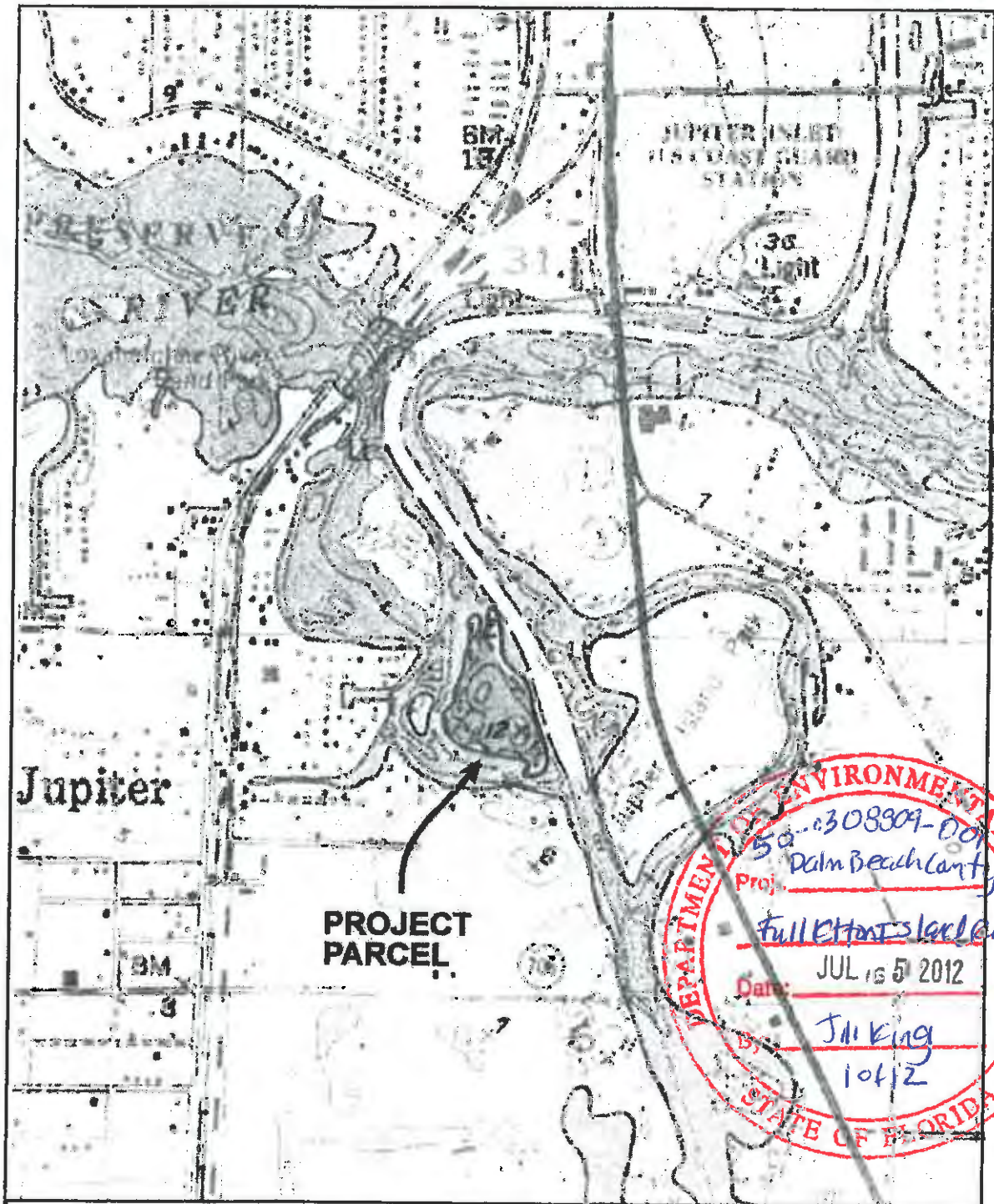


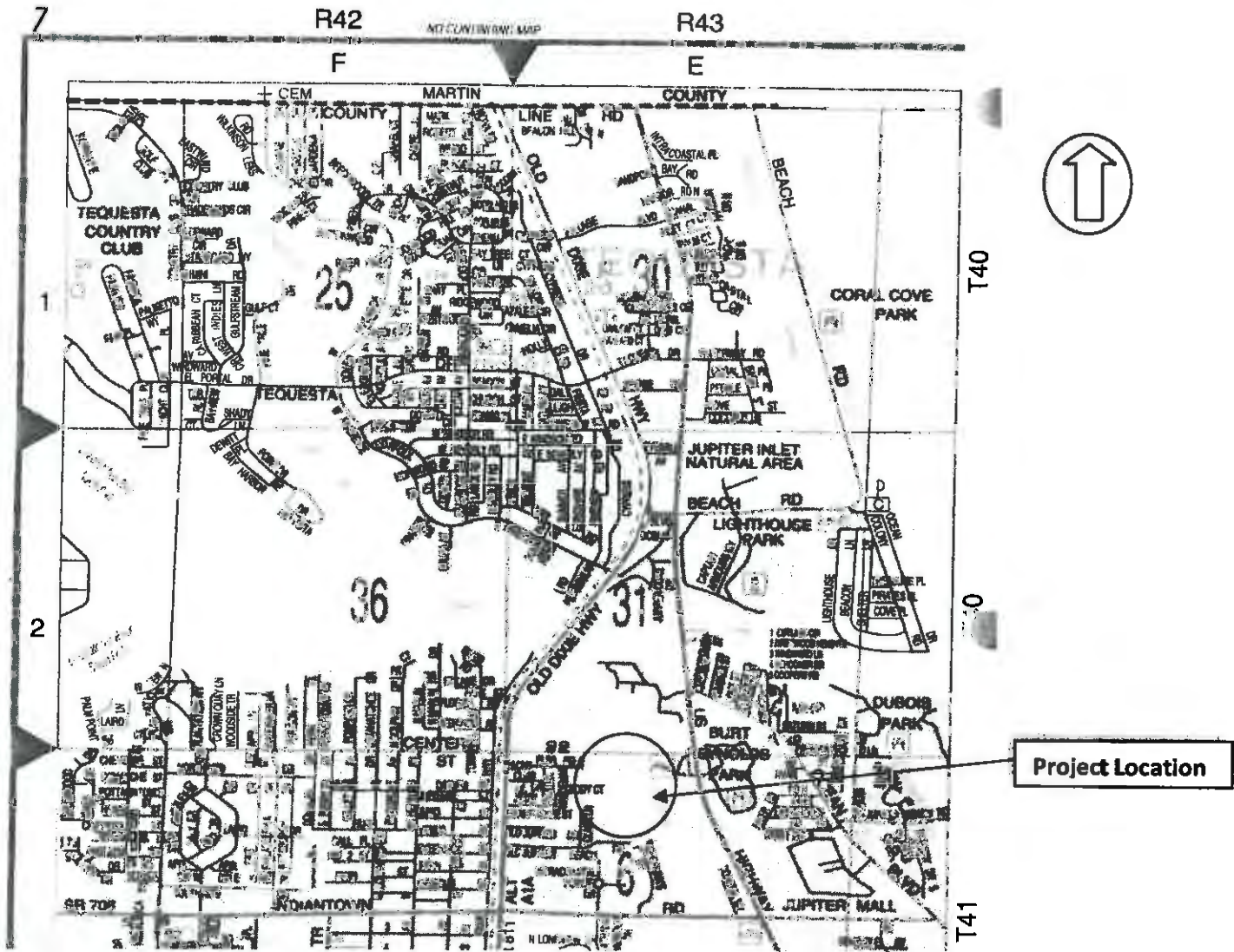
Figure 1. Map of the Fullerton Island area.

TOWNSHIP 40S, RANGE 43E, SECTION 31
 TOWNSHIP 41S, RANGE 43E, SECTION 6
 USGS Map: JUPITER, FLA, REV. 1983



0 1/8 1/4 1/2 Mile approx.
 0 .2 .4 .8 Km. approx.

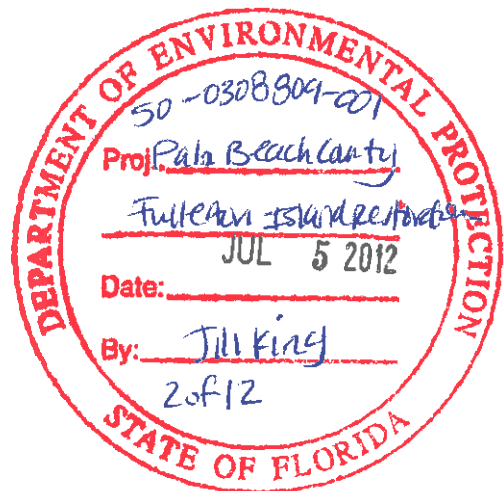




SECTION: 6 TOWNSHIP: 40/41 RANGE: 43

LOCATION MAP N.T.S.

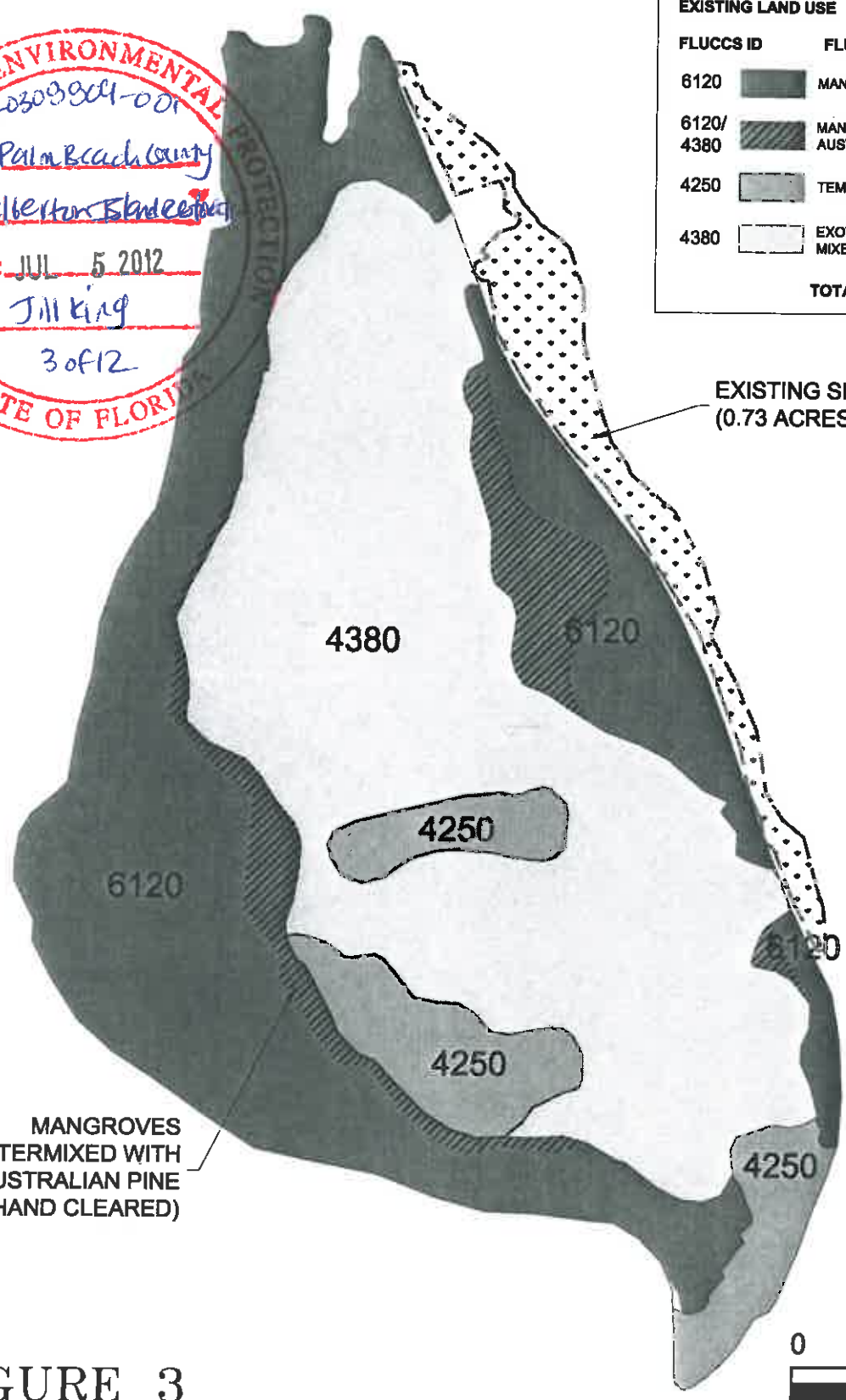
Figure 2



DEPARTMENT OF ENVIRONMENTAL PROTECTION
 50-0303904-001
 Proj. Palm Beach County
 Fullerton Island
 Date: JUL 5 2012
 By: J. King
 3 of 12
 STATE OF FLORIDA

EXISTING LAND USE

FLUCCS ID	FLUCCS (LEVEL III)	ACREAGE	%
6120	MANGROVE SWAMP	4.40 AC	37.51%
6120/4380	MANGROVE SWAMP/AUSTRALIAN PINES	0.72 AC	6.13%
4250	TEMPERATE HARDWOODS	1.13 AC	9.64%
4380	EXOTICS WITH MIXED HARDWOODS	5.48 AC	46.72%
TOTAL ACREAGE		11.73 AC	100%



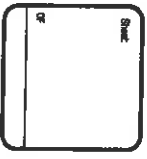
EXISTING SEAGRASS
 (0.73 ACRES)

Quinn W. Thomas
 #32070 11/2/11

MANGROVES
 INTERMIXED WITH
 AUSTRALIAN PINE
 (TO BE HAND CLEARED)

FIGURE 3

T:\eehengser\natural\FULLERTON ISLAND-SAWFISH\FULRTN EXIST 9-14-11.dwg



Project
FULLERTON ISLAND
 ENVIRONMENTAL RESTORATION &
 PUBLIC USE FACILITIES
 EXISTING LAND USE

SEAL

Date	Checked	Drawn	Approved	Scale	Nbr	Revised	By	Date
				AS NOTED				

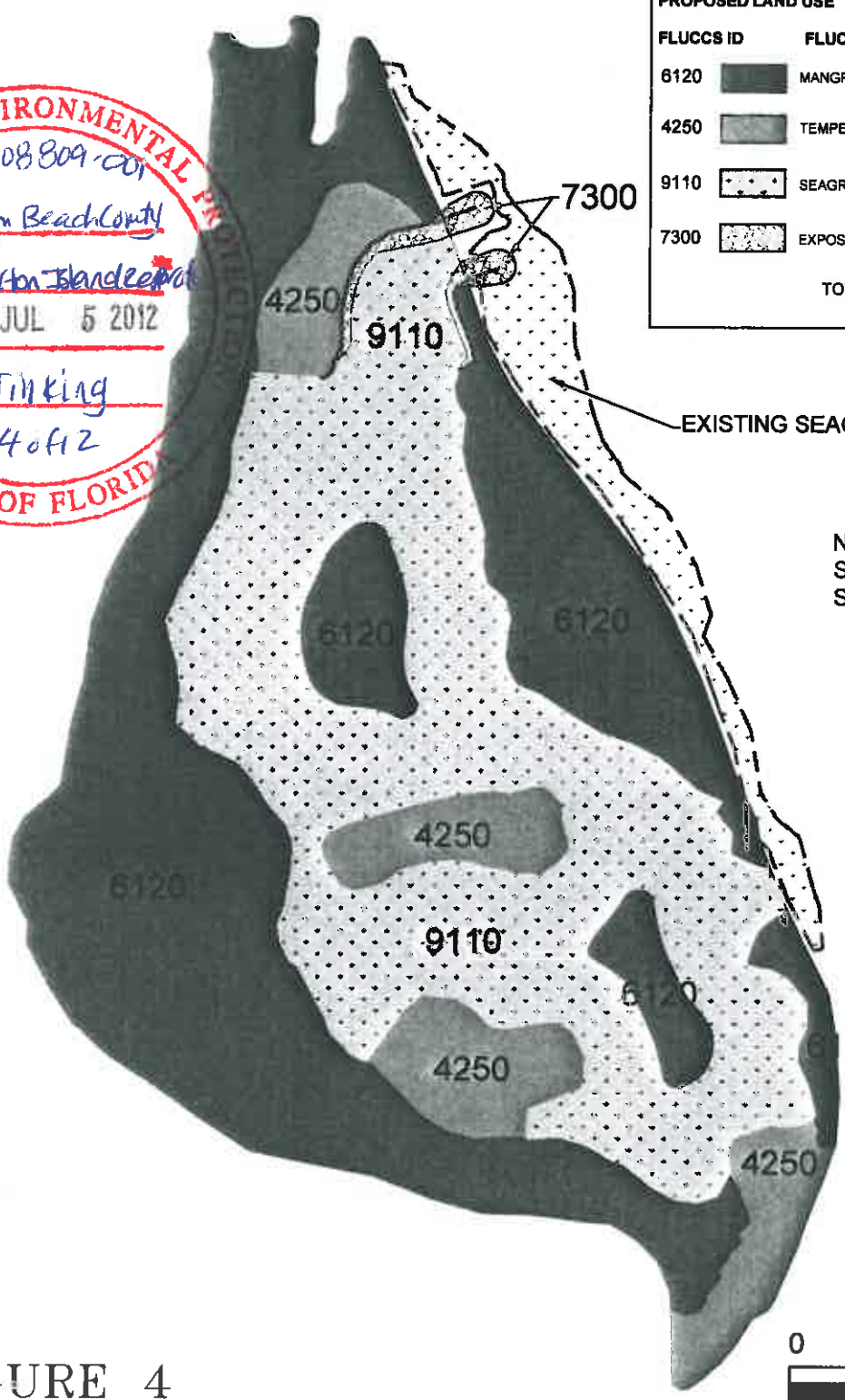
Field Book No:



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

DEPARTMENT OF ENVIRONMENTAL PROTECTION
 50-0308809-001
 Proj. Palm Beach County
 Fullerton Island
 Date: JUL 5 2012
 By: Tinking
 4012
 STATE OF FLORIDA

PROPOSED LAND USE			
FLUCCS ID	FLUCCS (LEVEL III)	ACREAGE	%
6120	MANGROVE SWAMP	5.66 AC	48.25%
4250	TEMPERATE HARDWOODS	1.36 AC	11.59%
9110	SEAGRASS	4.64 AC	39.56%
7300	EXPOSED ROCK	0.07 AC	0.60%
TOTAL ACREAGE		11.73 AC	100%



NOTE:
 SEE FIGURE 10 FOR
 SEAGRASS IMPACTS

Walter W. Thomas
 # 32070 11/2/11

FIGURE 4

T:\enlengser\natural\FULLERTON ISLAND-SAWFISH\FULRTN PROP 9-14-11.dwg

	Project FULLERTON ISLAND ENVIRONMENTAL RESTORATION & PUBLIC USE FACILITIES	TSZS	No. Revisio. By Date	No. Revisio. By Date	
	PROPOSED LAND USE		State Agency Client District Office	No. Revisio. By Date	No. Revisio. By Date
	Field Book No.		State Agency Client District Office	No. Revisio. By Date	No. Revisio. By Date

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

USDA Soil Inventory – Palm Beach County Florida

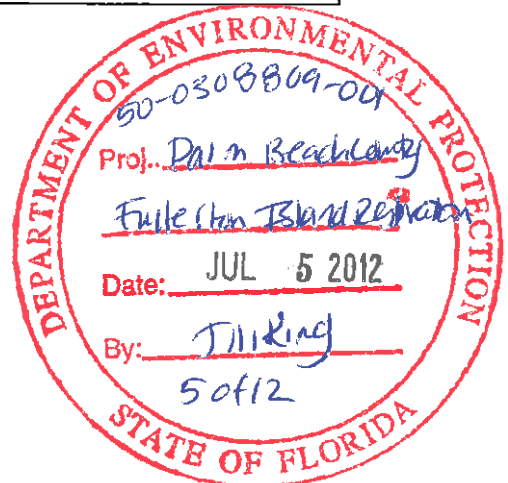


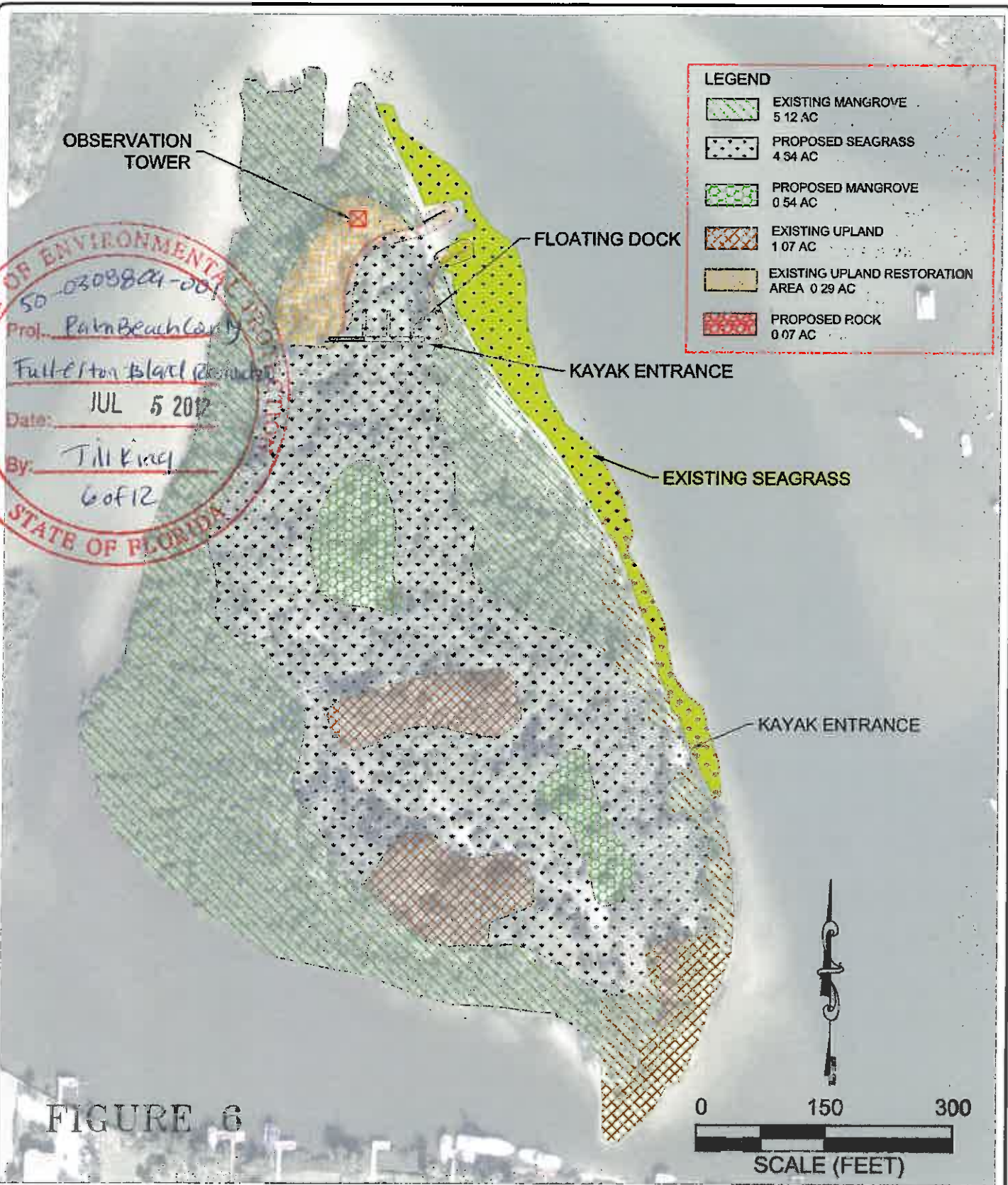
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MAP UNIT LEGEND


Fullerton Island: Palm Beach County, FL (FL611)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Arents-Urban land complex, 0 to 5 percent slopes	6.61	51.12%
44	Kesson mucky sand, tidal	5.12	39.60%
99	Water	1.20	9.28%
Total for Area of Interest		12.93	100.00%

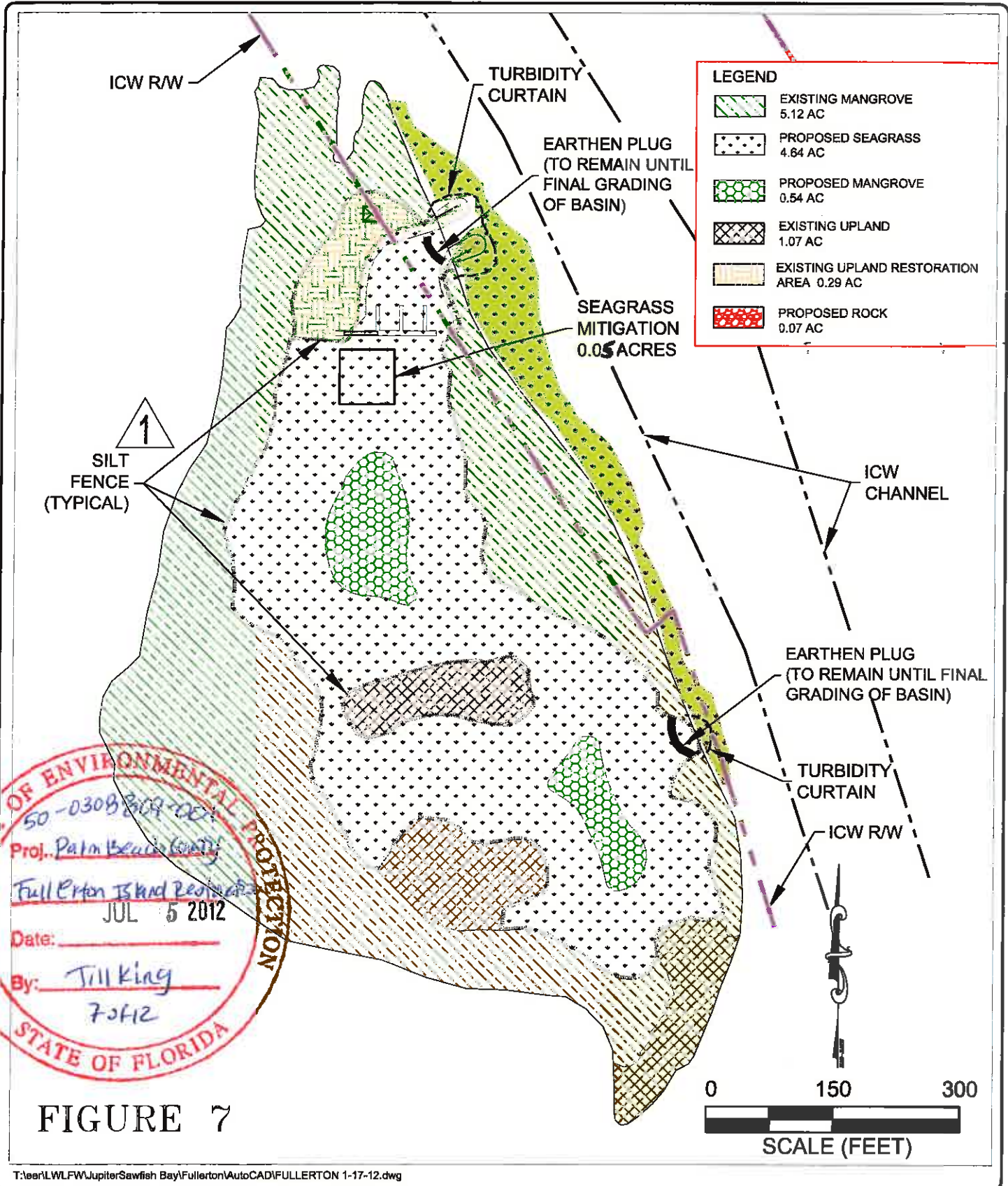
Figure 5: USDA/SCS Soil Types





T:\year\LWFW\Jupiter\Sawfish Bay\Fullerton\AutoCAD\FULLERTON 1-17-12.dwg

R	DATE	Project FULLERTON ISLAND ENVIRONMENTAL RESTORATION & PUBLIC USE FACILITIES SITE PLAN	SCALE	DATE: 7/5/12 DRAWN BY: T.KIREL CHECKED BY: T.KIREL FIELD BOOK NO:	No.: Revisor: By: Date:		PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT 2300 NORTH JOG ROAD, 4th FLOOR WEST PALM BEACH, FLORIDA 33411 (561) 233-2400
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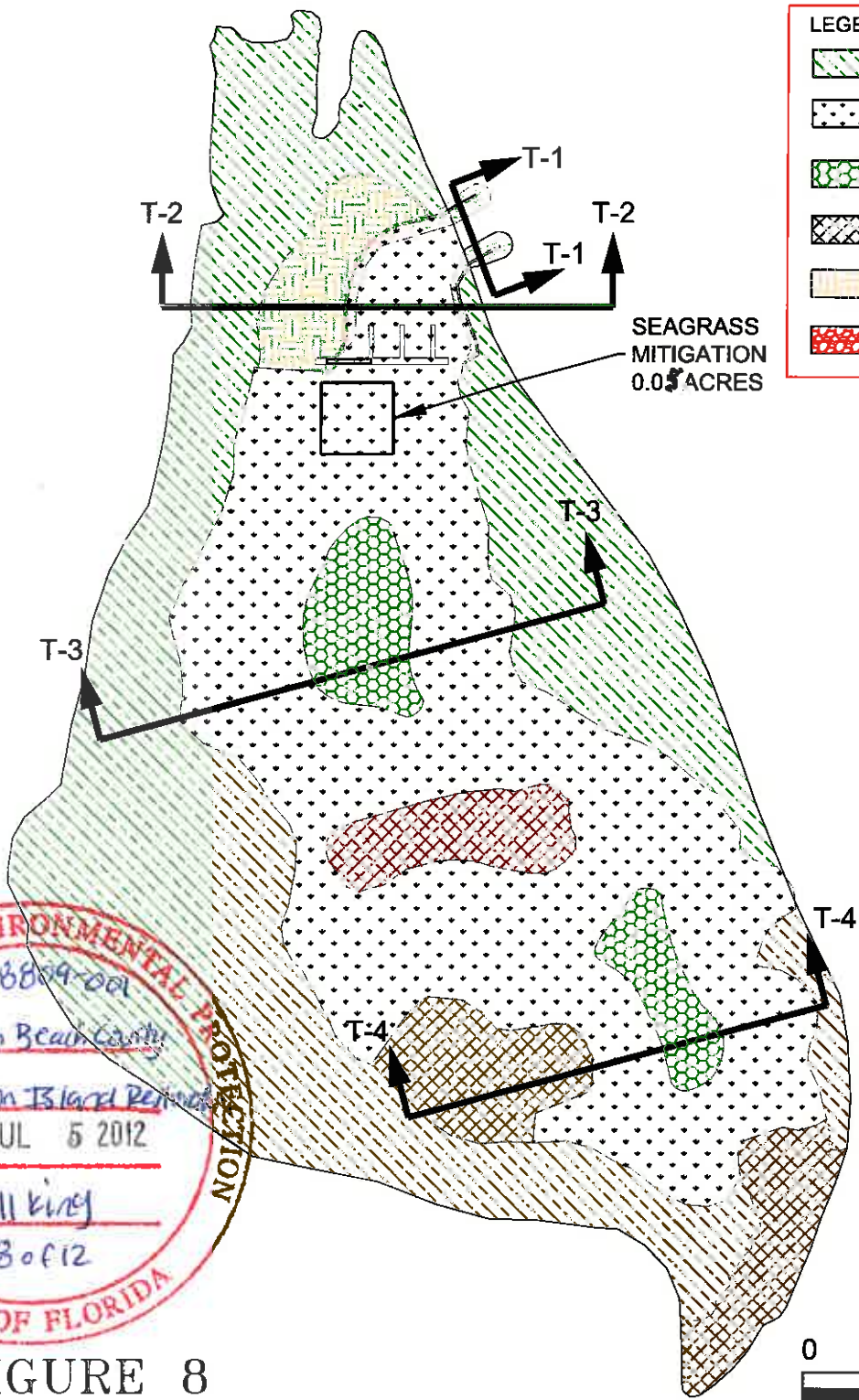


FULLERTON ISLAND
 ENVIRONMENTAL RESTORATION &
 PUBLIC USE FACILITIES
 TURBIDITY CONTROL & ICW R/W

SCALE

Rev:	1	ADD SALT FENCES	08/12
By:	AS/MD		
Check:	ED		
Drawn:	MD		
Scale:	AS/MD		
Plot Book No.:			

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

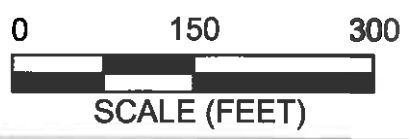


LEGEND

	EXISTING MANGROVE 5.12 AC
	PROPOSED SEAGRASS 4.64 AC
	PROPOSED MANGROVE 0.54 AC
	EXISTING UPLAND 1.07 AC
	EXISTING UPLAND RESTORATION AREA 0.29 AC
	PROPOSED ROCK 0.07 AC

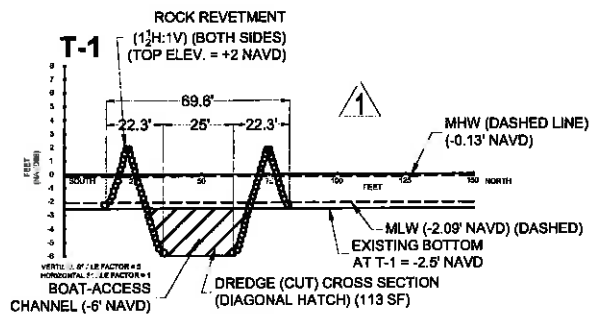
DEPARTMENT OF ENVIRONMENTAL PROTECTION
 ED-0308809-001
 Proj. Palm Beach County
 Fullerton Island Remediation
 Date: JUL 5 2012
 By: Jill King
 8 of 12
 STATE OF FLORIDA

FIGURE 8



T:\ear\LWLF\WJupiterSawfish Bay\Fullerton\AutoCAD\FULLERTON 1-17-12.dwg

R	Scale	FULLERTON ISLAND		SEAL	No. _____ Revisor _____ Dtg _____ Date _____ Field Book No. _____		PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT 2300 NORTH JOG ROAD, 4th FLOOR WEST PALM BEACH, FLORIDA 33411 (561) 233-2400
		ENVIRONMENTAL RESTORATION & PUBLIC USE FACILITIES					
TRANSECT LOCATIONS							



NOTE:
TRANSECT LOCATIONS
ON SHOWN FIGURE 8

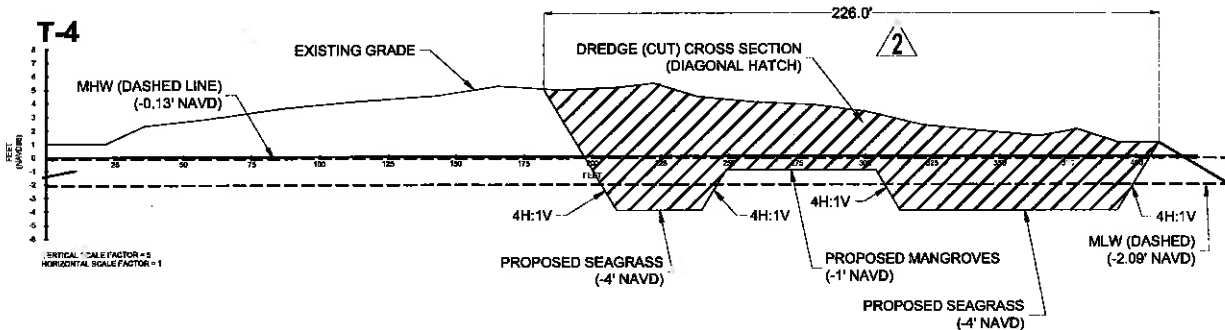
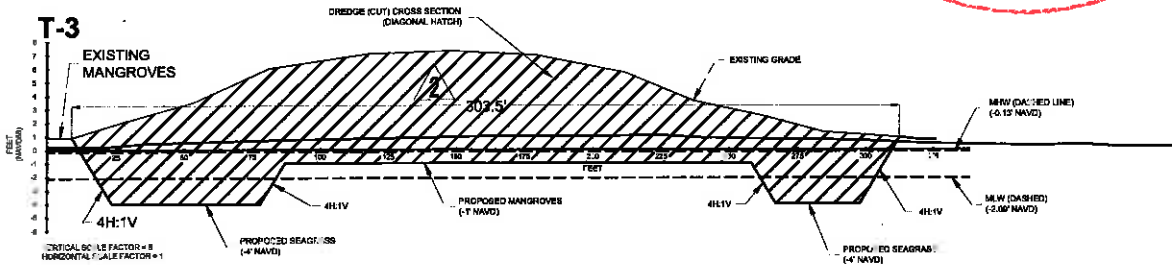
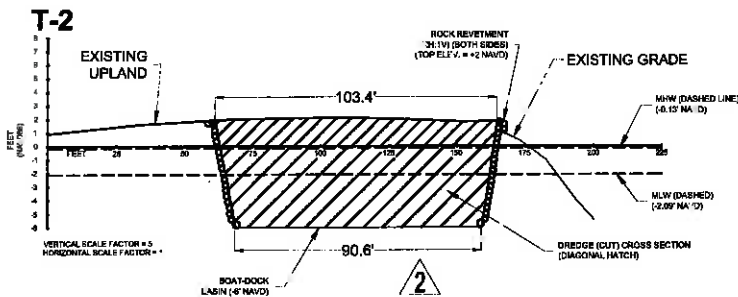


FIGURE 9

T:\aer\LWLFW\Jupiter\Sawfish Bay\Fullerton\AutoCAD\FULLERTON 1-17-12.dwg

	FULLERTON ISLAND ENVIRONMENTAL RESTORATION & PUBLIC USE FACILITIES CROSS SECTIONS	No. 1 Revision: REVISE JETTY SIDE SLOPES ADD DIMENSIONS Date: 08/09/12 By: J. King	Date: 08/09/12 By: J. King
	Project: FULLERTON ISLAND ENVIRONMENTAL RESTORATION & PUBLIC USE FACILITIES CROSS SECTIONS		

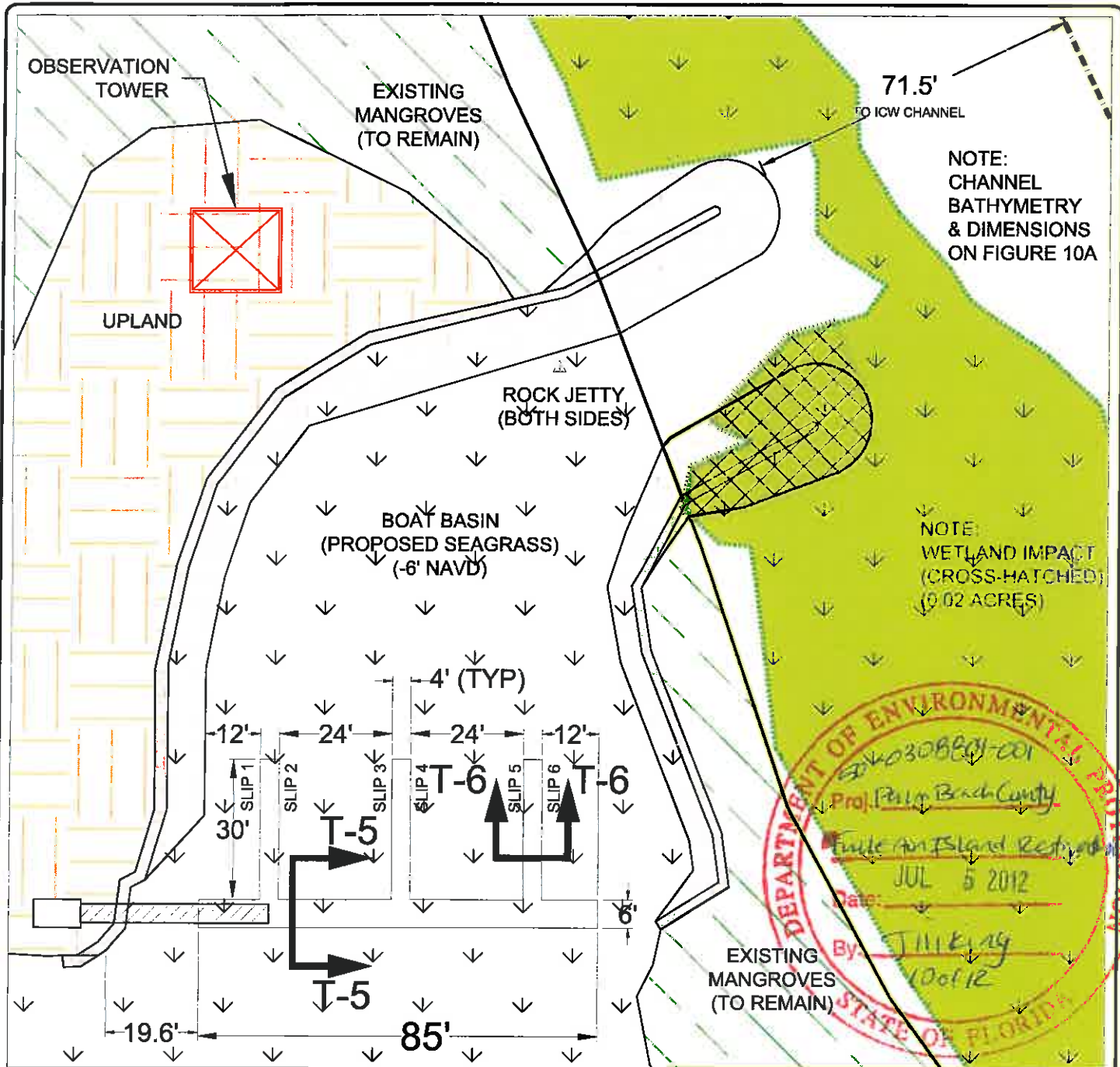
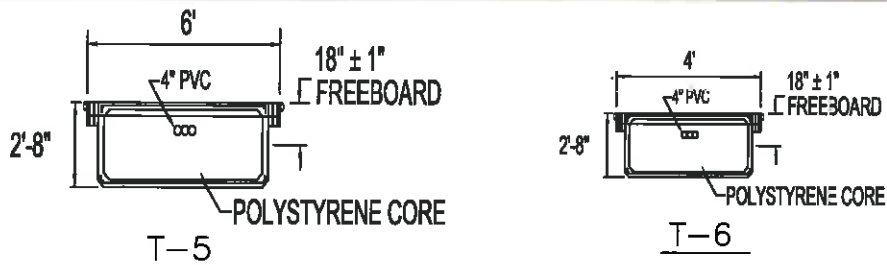
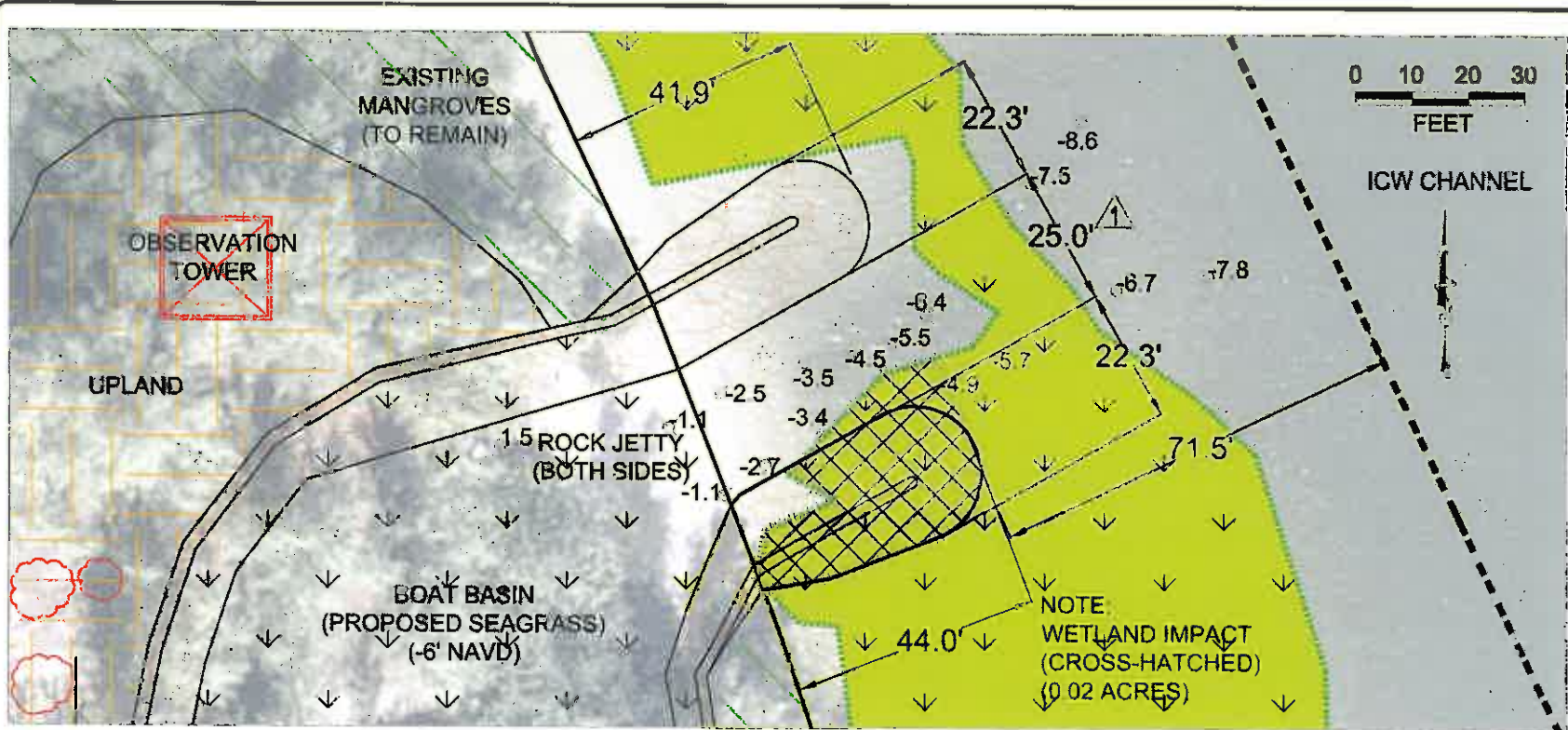


FIGURE 10



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	FULLERTON ISLAND ENVIRONMENTAL RESTORATION & PUBLIC USE FACILITIES FLOATING DOCK BASIN W/ DIMENSIONS	SEAL	Scale: AS NOTED Appointed: ES Checked: HANCOCK Date: 07/05/12 Field Book No:	No: 1000 Number: CHANG DRAWING HATCHING By: DM Date: 10/2/12		PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT 2300 NORTH JOG ROAD, 4th FLOOR WEST PALM BEACH, FLORIDA 33411 (561) 233-2400
	Project:		Date:	Drawn:	Date:	



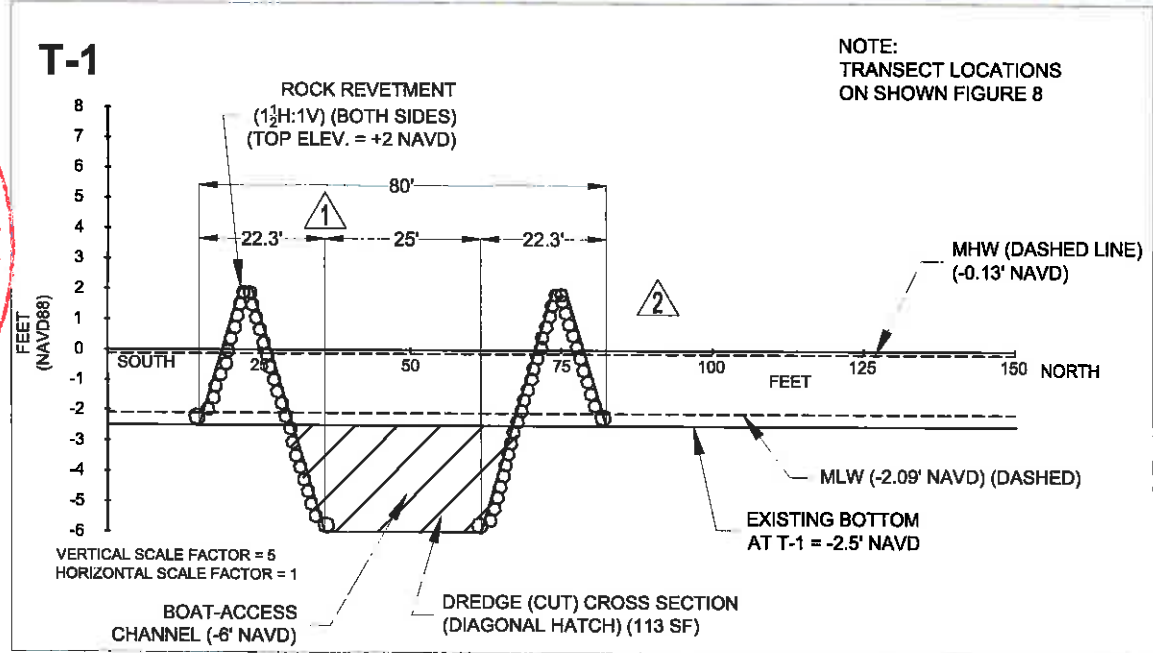
DEPARTMENT OF ENVIRONMENTAL PROTECTION
 STATE OF FLORIDA

Proj: Palm Beach County
 Fullerton Island Restoration

Date: JUL 5 2012

By: Jill King
 11/01/12

FIGURE 10A



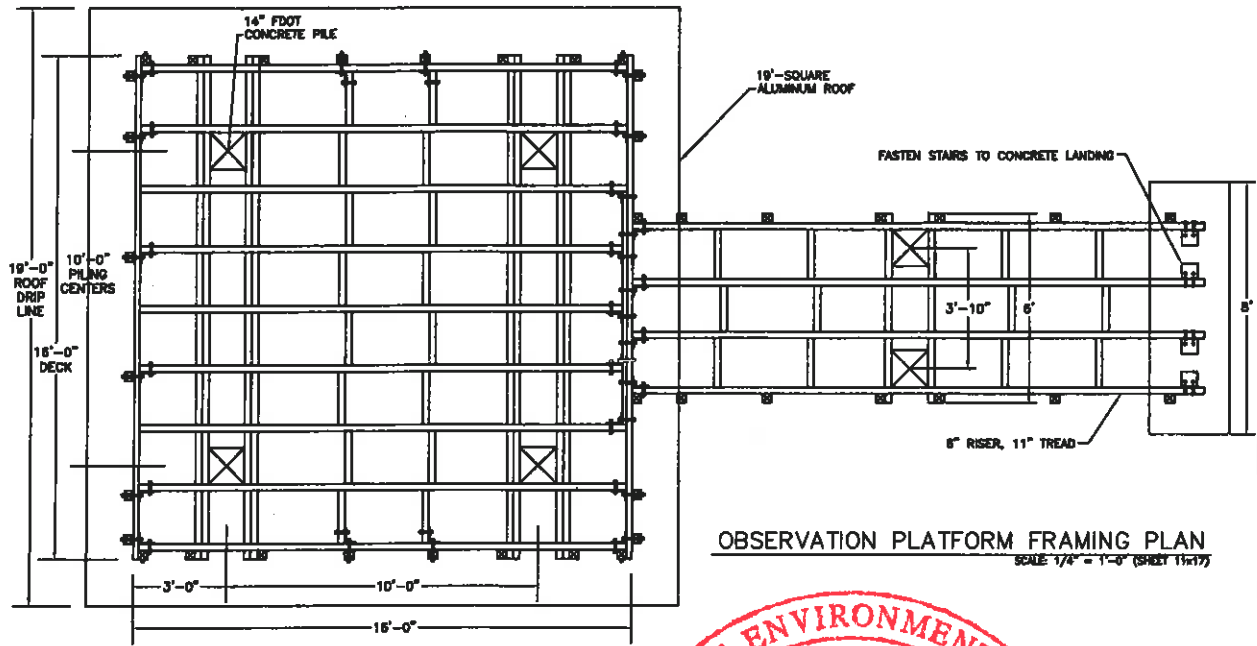
PALM BEACH COUNTY
 DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT
 2800 NORTH JOG ROAD, 4th FLOOR
 WEST PALM BEACH, FLORIDA 33411
 (561) 233-2400

File No.	DATE
By:	DR
Number:	DR
ADD CITY DIMENSIONS/DETAILS	DR
MODIFY SETBACKS/SLOPE	DR
Scale:	AS NOTED
Approach:	CI
Drawn:	HWE/CI
Checked:	CI
Date:	1/17/12
Field Book No.:	

SEAL

Project: FULLERTON ISLAND
 ENVIRONMENTAL RESTORATION & PUBLIC USE FACILITIES
 BASIN BATHYMETRY & SEAGRASS IMPACTS

Sheet:



OBSERVATION PLATFORM FRAMING PLAN
SCALE: 1/4" = 1'-0" (SHEET 11-17)

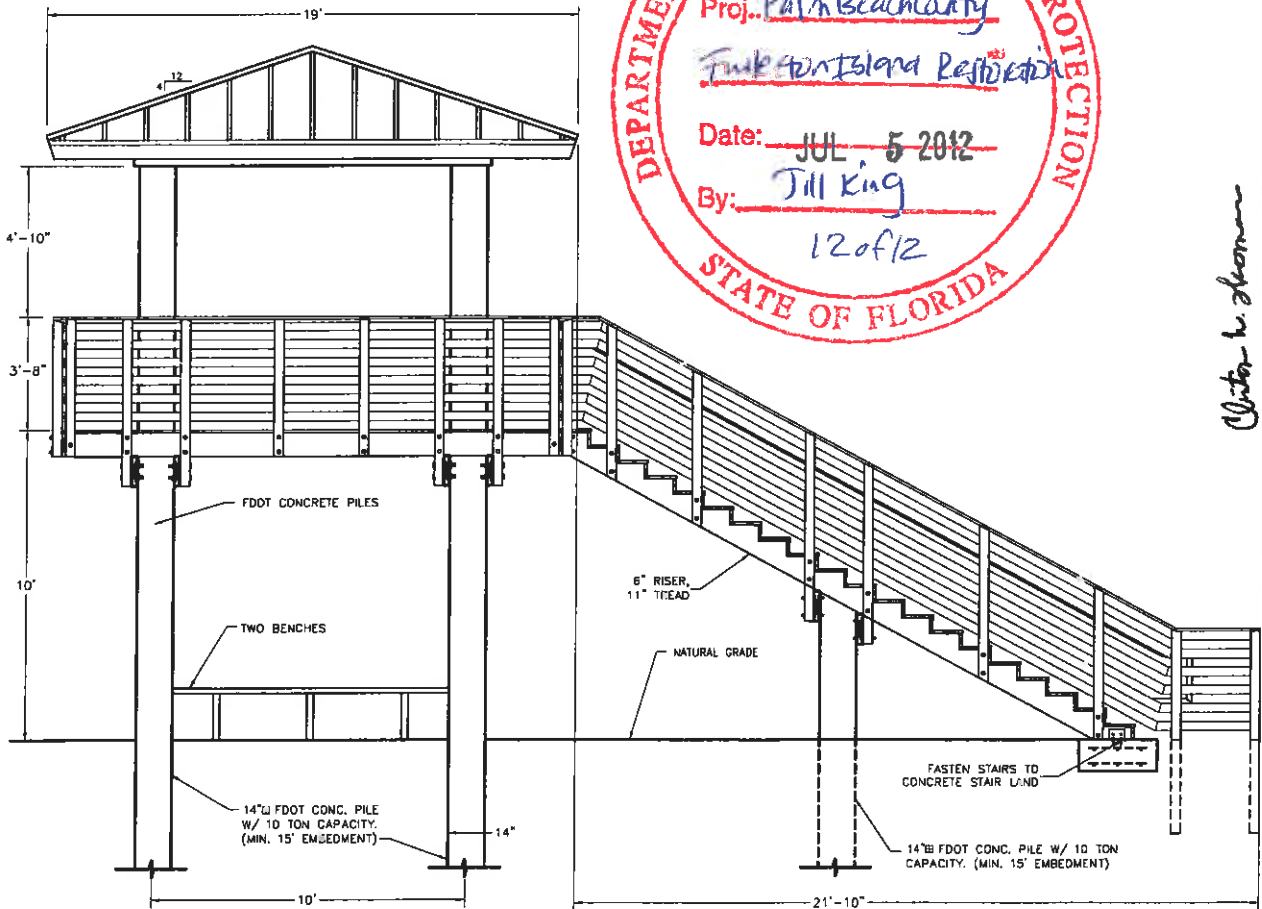
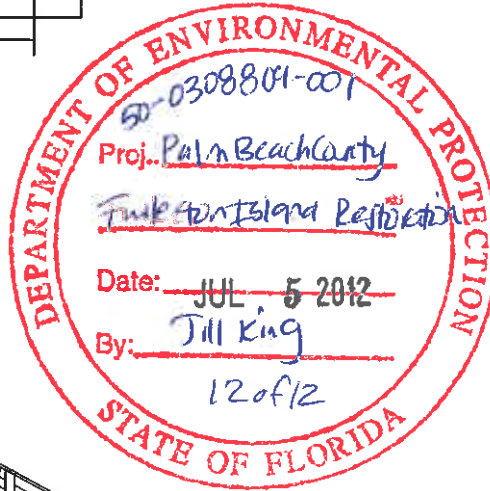


FIGURE 11
ELEVATION VIEW
SCALE: 1/2" = 1'-0" (SHEET 11-17)

Written by: *W. Sherman*
 #32070 11/2/16

T:\eer\engser\natural\FULLERTON ISLAND-SAWFISH\SHEET-TOWER 8-25-11.dwg

Project:
FULLERTON ISLAND
 ENVIRONMENTAL ENHANCEMENT &
 PUBLIC USE FACILITIES
OBSERVATION TOWER
 ELEVATION

Project No. 2014ERM01

NO.	DATE	BY	CHKD.	APP'D.	REVISION

TS Attachment A - 37



PALM BEACH COUNTY
 DEPARTMENT OF
 ENVIRONMENTAL RESOURCES MANAGEMENT
 2300 NORTH JOG ROAD, 4th FLOOR
 WEST PALM BEACH, FLORIDA 33411-2743
 (561) 233-2400

Fullerton Island Restoration Mitigation Plan

Project Overview

Seagrass

The location of the proposed basin and ingress/egress channel was selected primarily because of its close proximity to the ICW and relatively sparse coverage and low density of seagrass (patchy, 1-5%), when compared with other areas along Fullerton Island (continuous, average of 15% for *Halodule wrightii* and 20% for *Halophila johnsonii*). Dredging of the ingress/egress channel and placement of limerock to delineate and stabilize the channel will result in 0.02 acre (871 square feet) of seagrass impacts (see figure 10A of project drawings). Given that dense seagrass is currently found in the proposed depth of -6 feet NAVD, recruitment of seagrass within the channel and boat basin is anticipated.

There are no mangrove impacts associated with this project.

Mitigation Details

UMAM was used to determine the amount of mitigation needed to offset adverse impacts to existing seagrass. Mitigation for the 0.02 acre of seagrass impacts will be in the form of 0.07 acre of seagrass creation at the north end of the seagrass creation area (see figure 7 of project drawings). Given the ephemeral nature of seagrass, success will be attained when the area has achieved a cover-abundance value of 1.0 (based on the current cover-abundance of the impact area using the Braun-Blanquet Technique) for two out of three consecutive years.

In addition to the seagrass mitigation, the project will create a total of a total of 4.59 acres of seagrass, 0.54 acres of mangroves and 0.29 acres of temperate hammock and enhance 0.72 acres of mangroves, 1.07 acres of temperate hammock, and preserve 5.12 acres of existing mangroves. The portions of the project that shall result in the creation of 4.59 acres of seagrass habitat, the 0.29 acres of temperate hammock that shall be restored, the enhancement of 0.72 acres of mangrove habitat, and the creation of 0.54 acres of mangrove habitat shall be utilized as upfront, offsite mitigation for future Town of Jupiter and Palm Beach County projects. Success of the future mitigation areas and the amount of functional units generated by those components of the project will be evaluated and determined when an application is made by the Town or County for project-related impacts.

Monitoring

Monitoring of the project will be conducted for five years following completion of construction. Upon completion of the planting, a time zero report will be completed to determine if the appropriate acreage and quantities of plant material have been established. The Time Zero report will be submitted within 30 days of completion and will include an as-built survey and list of planted species. Photos of the mitigation area, documenting location and orientation of each, will also be included as part of the report. Following FDEP acceptance of the time-zero report, quarterly monitoring will occur for the first year and annual monitoring will occur the remaining

Attachment 1:		Planting Plan for Fullerton Island Restoration Project				
		FDEP Application no. 50-0308809-001				
Zone	Common Name	Scientific Name	Size	Spacing	Number	
Wetland	Red Mangrove	<i>Rhizophora mangle</i>	propagule	3'	10,000	
	Subtotal				10,000	
Transitional Slope						
	Green Buttonwood	<i>Conocarpus erectus</i>	3 G	5'	150	
	Bay cedar	<i>Suriana maritima</i>	3 G	5'	50	
	Saltmeadow cordgrass	<i>Spartina patens</i>	liner	18"	1,500	
	Seashore paspalum	<i>Paspalum vaginatum</i>	liner	18"	1,000	
	Gulf cordgrass	<i>Spartina spartinae</i>	liner	18"	1,800	
	Sea oats	<i>Uniola paniculata</i>	liner	18"	200	
	Subtotal				4,700	
Hammock	Cabbage Palm	<i>Sabal palmetto</i>	FG 8' - 12' CT	7'	35	
	Gumbo Limbo	<i>Bursea simaruba</i>	25 G	10'	20	
	Sea Grape	<i>Coccoloba uvifera</i>	15 G	7'	20	
	Strangler Fig	<i>Ficus aurea</i>	15 G	7'	7	
	Black ironwood	<i>Krugiodendron ferreum</i>	15 G	7'	15	
	Blolly	<i>Guapira discolor</i>	7 G	7'	25	
	Black Bead	<i>Pithecellobium keyense</i>	7 G	5'	11	
	Saw Palmetto	<i>Serenoa repens</i>	3 G	5'	25	
	Subtotal				158	
Total Plants					14,858	

5 pgs total



PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT
PLANNING & DEVELOPMENT DIVISION

FULLERTON ISLAND /
BURT REYNOLDS PARK
ENHANCEMENT
LOCATION MAP





BF DDPK.DWG

T GRANOWITZ N QUELLETTE 2/23/2011



PALM BEACH COUNTY
PARKS & RECREATION
DEPARTMENT

BURT REYNOLDS PARK
PROPOSED STAGING DOCK
EASEMENT AREA



EXHIBIT



BR DOCK DWG

T. GRANOWITZ ARCHITECTS



PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT
 PLANNING & DEVELOPMENT DIVISION

BURT REYNOLDS PARK
 PROPOSED TOWN OF JUPITER
 RIVERWALK BRIDGE



PRELIMINARY

COLONIAL BANK

BOTTOM EL. = +5.5' NAVD

APPROX. PROPERTY LINE

6' LANDING

BOTTOM EL. = +8.0' NAVD

BOTTOM EL. = +10.5' NAVD

SSL LEASE BOUNDARY

JUPITER RIVER

MANGROVE DRIP LINE (TYP.)

CONTOURS IN FEET, NAVD (TYP.)

EXIST DOCK TO REMAIN

6' LANDING

BOTTOM EL. = +10.5' NAVD

5' LANDING

BOTTOM EL. = +8.0' NAVD

5' LANDING

BOTTOM EL. = +5.5' NAVD

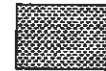
PROPOSED PILE LOCATIONS (TYP.)

BOTTOM EL. = +3.3' NAVD

LEGEND



Halophila johnsonii,
PATCHY, <5% COVER
TO 20% COVER



Halophila decipiens,
PATCHY, <5% COVER
TO 50% COVER



APPROX. MANGROVE
CANOPY



0 30 60

SCALE IN FEET

1"=60'

PLAN VIEW



**ISMINGER & STUBBS
ENGINEERING, INC.**

COASTAL - ENVIRONMENTAL - MARINE

CERTIFICATE OF AUTHORIZATION NUMBER: 8114

P.O. BOX 14702 - NORTH PALM BEACH, FL 33408 - 561-681-0003

PROPOSED RIVERWALK BRIDGE CROSSING
JUPITER RIVER

BURT REYNOLDS PARK, U.S. HIGHWAY 1
TOWN OF JUPITER, PALM BEACH COUNTY, FL
APPLICANT: TOWN OF JUPITER

DATE	03/10	DRAWN	MDB	CHKD	APPRVD
DWG NO.	09079C				SHEET
COMPUTER FILE NO.	09079C				OF 1

1

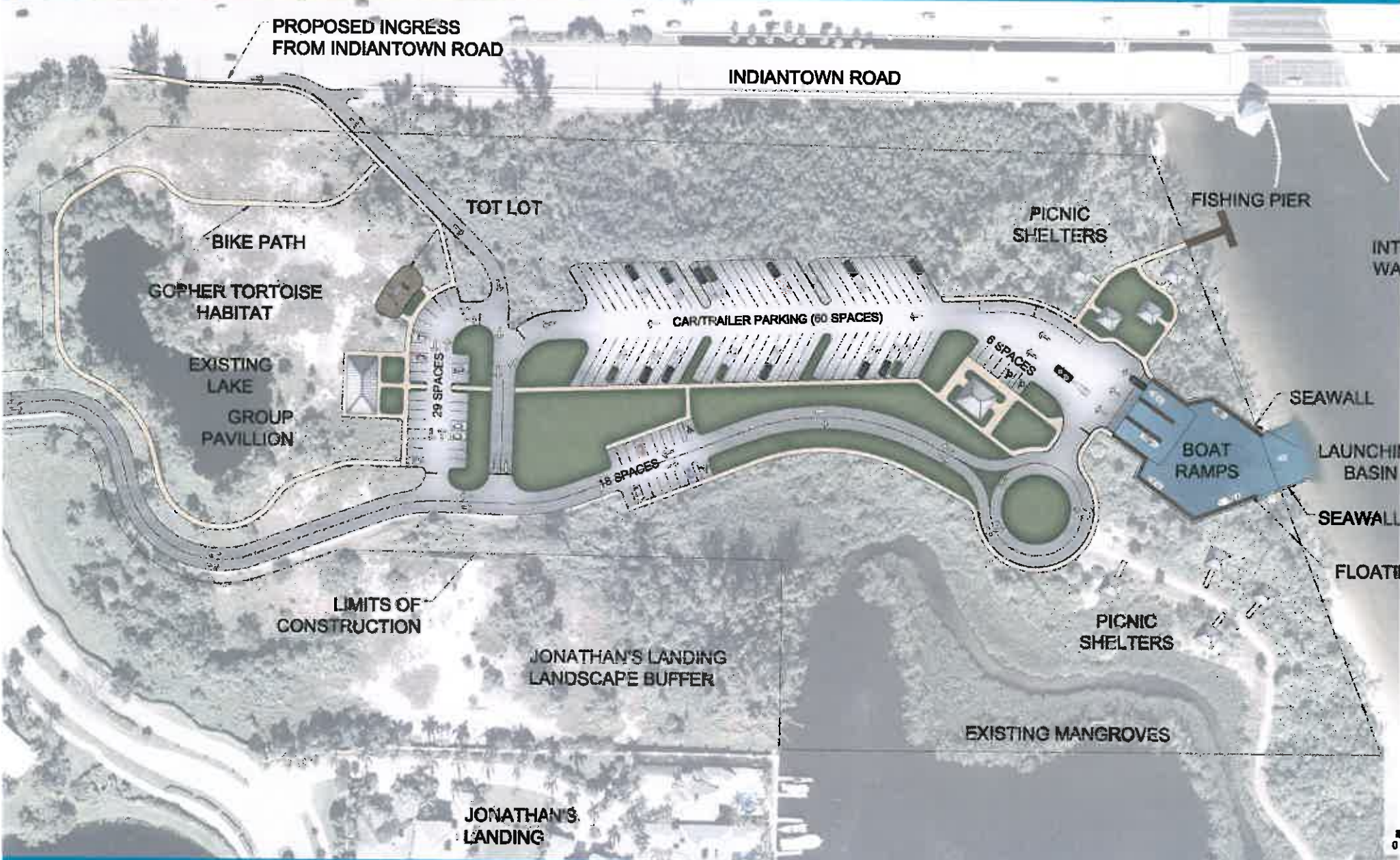
NOTES:

- DATUM IS NAVD. MLW = -2.1' NAVD FROM LABINS DATABASE.
- EXISTING LOCATIONS AND ELEVATIONS ARE APPROXIMATE, BASED ON SURVEY BY: BETSY LINDSAY, INC. PROJECT NO.: 09-57, DATED: 10/07/09
- 2007 DIGITAL ORTHOGRAPHIC IMAGE FROM PALM BEACH COUNTY

SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW.
NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.

PRELIMINARY

BURT REYNOLDS PARK



TS Attachment A - 44

Project No. 2014ERM01



ERWAY PARK

A conceptual plan for the proposed Waterway Park includes three boat ramp lanes, 60 car/trailer parking spaces, 8 picnic shelters, floating docks, and a fishing pier.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK 2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

**When a manatee is within 50 feet of work
all in-water activities must**

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

Florida Exotic Pest Plant Council's 2009 List of Invasive Plant Species

Purpose of the List: *To focus attention on—*

- ▶ the adverse effects exotic pest plants have on Florida's biodiversity and plant communities,
- ▶ the habitat losses from exotic pest plant infestations,
- ▶ the impacts on endangered species via habitat loss and alteration,
- ▶ the need to prevent habitat losses through pest-plant management,
- ▶ the socio-economic impacts of these plants (e.g., increased wildfires in certain areas),
- ▶ changes in the seriousness of different pest plants over time,
- ▶ the need to provide information that helps managers set priorities for control programs

CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. *This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.*

Scientific Name	Common Name	FLEPPC Cat	Gov List	Reg Dist.
<i>Abrus precatorius</i>	rosary pea	I	N	C, S
<i>Acacia auriculiformis</i>	earleaf acacia	I		C, S
<i>Albizia nilbrissin</i>	mimosa, silk tree	I		N, C
<i>Albizia lebbek</i>	woman's tongue	I		C, S
<i>Ardisia crenata</i> (A. <i>renniata</i> misapplied)	coral ardisia	I		N, C, S
<i>Ardisia elliptica</i> (A. <i>humilis</i> misapplied)	shoeburton ardisia	I	N	C, S
<i>Asparagus aethiopicus</i> (A. <i>spengeri</i> , A. <i>densiflorus</i> misapplied)	asparagus fern	I		N, C, S
<i>Bauhinia variegata</i>	orchid tree	I		C, S
<i>Bischofia javanica</i>	bishopwood	I		C, S
<i>Calophyllum antillanum</i> (C. <i>calaba</i> and C. <i>mophyllum</i> misapplied)	santa maria (naroes "mast wood," "Alexandrian laurel" used in cultivation)	I		S
<i>Casuarina equisetifolia</i>	Australian-pine, beach sheoak	I	P, N	N, C, S
<i>Casuarina glauca</i>	suckering Australian-pine, gray sheoak	I	P, N	C, S
<i>Cinnamomum camphora</i>	camphor tree	I		N, C, S
<i>Colocasia esculenta</i>	wild taro	I		N, C, S
<i>Colubrina asiatica</i>	lather leaf	I	N	S
<i>Cupaniopsis anacardioides</i>	carrotwood	I	N	C, S
<i>Dioscorea alata</i>	winged yam	I	N	N, C, S
<i>Dioscorea bulbifera</i>	air potato	I	N	N, C, S
<i>Eichhornia crassipes</i>	water-hyacinth	I	P	N, C, S
<i>Eugenia uniflora</i>	Surinam cherry	I		C, S
<i>Ficus microcarpa</i> (F. <i>nitida</i> and F. <i>retusa</i> var. <i>runda</i> misapplied) ¹	laurel fig	I		C, S
<i>Hydrilla verticillata</i>	hydrilla	I	P, U	N, C, S
<i>Hygrophila polysperma</i>	green hygro	I	P, U	N, C, S
<i>Hymenachne amplexicaulis</i>	West Indian marsh grass	I		C, S
<i>Imperata cylindrica</i> (I. <i>brasiliensis</i> misapplied)	cogon grass	I	N, U	N, C, S
<i>Ipomoea aquatica</i>	water-spinnach	I	P, U	C
<i>Jasmanum dichroiumum</i>	Gold Coast jasmine	I		C, S
<i>Jasminum fluminense</i>	Brazilian jasmine	I		C, S
<i>Lantana camara</i> (= L. <i>strigocamara</i>)	lantana, shrub verbena	I		N, C, S
<i>Ligustrum lucidum</i>	glossy privet	I		N, C
<i>Ligustrum sinense</i>	Chinese privet, hedge privet	I		N, C, S
<i>Lonicera japonica</i>	Japanese honeysuckle	I		N, C, S
<i>Ludwigia peruviana</i>	Peruvian primrose-willow	I		N, C, S
<i>Luziola subintegra</i>	Tropical American water grass	I		S
<i>Lygodium japonicum</i>	Japanese climbing fern	I	N	N, C, S
<i>Lygodium microphyllum</i>	Old World climbing fern	I	N	C, S

¹Does not include *Ficus microcarpa* subsp. *fuyuensis*, which is sold as "Green Island Ficus"

FLEPPC List Definitions:

Exotic – a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida.

Native – a species whose natural range includes Florida.

Naturalized exotic – an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native).

Invasive exotic – an exotic that not only has naturalized, but is expanding on its own in Florida native plant communities.

Abbreviations:

Government List (Gov. List):

P = Prohibited aquatic plant by the Florida Department of Agriculture and Consumer Services;

N = Noxious weed listed by Florida Department of Agriculture & Consumer Services;

U = Noxious weed listed by U.S. Department of Agriculture.

Regional Distribution (Reg. Dist.):

N = north, C = central, S = south, referring to each species' current distribution in general regions of Florida (not its potential range in the state). Please refer to the map below.



Changes to the 2009 List:

Luziola subintegra, added to list as Category I

Luziola subintegra (rice grass) was first rediscovered in Lake Okechobee by Mike Boyle in 2007. This aquatic grass is spreading in the lake. It grows in water 2-3 m deep, spreads vegetatively and by seed, and aggressively outcompetes other native and exotic species. To date, 2,000 acres have been treated.

Nymphoides cristata, moved from Category II to Category I

Snowflake (*Nymphoides cristata*) is an Asian aquatic that became problematic in southwest Florida in the 1990s. It is now an abundant weed in canals and ponds in southwest Florida, and has spread throughout the peninsula where it has been documented in seven counties, from Collier to St. Johns. It has colonized the Big Cypress National Preserve where it is invading several strand swamps along Tamiami Trail, presumably introduced by fishermen using cast nets infested from waters outside of the preserve.

Salvinia minima, added to list as Category I

Water spangles (*Salvinia minima*), first found in Florida in 1928, remained a cryptic species during a period when opinions differed on its status as native or introduced in Florida. In 2001, a study of early herbarium voucher data revealed the introduction points and systematic spread of this frog floating fern into and throughout Florida. *S. minima* outcompetes more nutritive native duckweeds by overtopping their thinner fronds, which float flat upon the water surface.

Scleria lacustris, moved from Category II to Category I

Wright's nutrush (*Scleria lacustris*) is an annual tropical sedge that was first collected in Florida in 1988. In Florida, its distribution extends to more than 20 distinct natural areas in eight counties within four major drainage regions of the central and southern peninsula. Its unique growth habit obscures open water and drastically alters the naturally sparse and upright structure of preexisting native vegetation. Such domination may even displace native prey for the endangered Florida snail kite, a sight feeder inhabiting many locations where invasive colonization occurs.

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist
<i>Macfadyena unguis-cati</i>	cat's claw vine	I		N, C, S
<i>Manihara zapota</i>	sapodilla	I		S
<i>Melaleuca quinquenervia</i>	melaleuca, paper bark	I	P, N, U	C, S
<i>Melinis repens</i> (= <i>Rhynchelytrum repens</i>)	Natal grass	I		N, C, S
<i>Mimosa pigra</i>	catclaw mimosa	I	P, N, U	C, S
<i>Nandina domestica</i>	nandina, heavenly bamboo	I		N, C
<i>Nephrolepis cordifolia</i>	sword fern	I		N, C, S
<i>Nephrolepis brownii</i> (= <i>N. multiflora</i>)	Asian sword fern	I		C, S
<i>Neyraudia reynaudiana</i>	Burma reed, cane grass	I	N	S
<i>Nymphoides cristata</i>	snowflake	I		C, S
<i>Paederia cruddasiana</i>	sewer vine, onion vine	I	N	S
<i>Paederia foetida</i>	skunk vine	I	N	N, C, S
<i>Panicum repens</i>	torpedo grass	I		N, C, S
<i>Pennisetum purpureum</i>	Napier grass	I		N, C, S
<i>Pistia stratiotes</i>	water-lettuce	I	P	N, C, S
<i>Psidium cattleianum</i> (= <i>P. littorale</i>)	strawberry guava	I		C, S
<i>Psidium guajava</i>	guava	I		C, S
<i>Pueraria montana</i> var. <i>lobata</i> (= <i>P. lobata</i>)	kudzu	I	N	N, C, S
<i>Rhodomynus tomentosa</i>	dowry rose-myrtle	I	N	C, S
<i>Rhynchelytrum repens</i> (See <i>Melinis repens</i>)				
<i>Ruellia brittoniana</i> ² (<i>R. tweediana</i> misapprehd)	Mexican petunia	I		N, C, S
<i>Salvinia minima</i>	water spangles	I		N, C, S
<i>Sapium sebiferum</i> (= <i>Triadica sebifera</i>)	popcorn tree, Chinese tallow tree	I	N	N, C, S
<i>Scaevola taccada</i> (= <i>Scaevola sericea</i> , <i>S. frutescens</i>)	scaevola, half-flower, beach naupaka	I	N	C, S
<i>Schefflera actinophylla</i> (= <i>Brassia actinophylla</i>)	schefflera, Queensland umbrella tree	I		C, S
<i>Schinus terebinthifolius</i>	Brazilian pepper	I	P, N	N, C, S
<i>Scleria lacustris</i>	Wright's nutrush	I		C, S
<i>Senna pendula</i> var. <i>glabra</i> (= <i>Cassia coluteoides</i>)	climbing cassia, Christmas cassia, Christmas senna	I		C, S
<i>Solanum campylocarpum</i> (= <i>S. houstonii</i>)	wetland nightshade, aquatic soda apple	I	N, U	C, S
<i>Solanum nigrum</i>	tropical soda apple	I	N, U	N, C, S
<i>Syngonium podophyllum</i>	arrowhead vine	I		N, C, S
<i>Syzygium cumini</i>	jambolan plum, Java plum	I		C, S
<i>Tectaria incisa</i>	incised halberd fern	I		S
<i>Thespesia populnea</i>	seaside mahoe	I		C, S
<i>Tradescantia fluminensis</i>	small-leaf spiderwort	I		N, C
<i>Urochloa murica</i> (= <i>Brachiaria mutica</i>)	Para grass	I		C, S

CATEGORY II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. These species may become ranked Category I, if ecological damage is demonstrated.

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist
<i>Adenanthera pavonina</i>	red sandalwood	II		S
<i>Agave sisalana</i>	sisal hemp	II		C, S
<i>Aleurites fordii</i> (= <i>Vernonia fordii</i>)	tung oil tree	II		N, C
<i>Alstonia macrophylla</i>	devil tree	II		S
<i>Alternanthera philoxeroides</i>	alligator weed	II	P	N, C, S
<i>Antigonon leptopus</i>	coal vine	II		N, C, S
<i>Aristolochia littoralis</i>	calico flower	II		N, C, S
<i>Asystasia gangetica</i>	Ganges primrose	II		C, S

²The Plant List Committee is uncertain as to the correct name for this species. Plants cultivated in Florida, all representing the same invasive species, have in the past been referred to as *Ruellia brittoniana*, *R. tweediana*, *R. caerulea*, and *R. simplex*.

Scientific Name	Common Name	FLEPPC Cat.	Gov List	Reg Dist
<i>Begonia cucullata</i>	wax begonia	II		N, C, S
<i>Blechnum pyrramidatum</i>	green shrimp plant, Brownes biechum	II		N, C, S
<i>Broussonetia papyrifera</i>	paper mulberry	II		N, C, S
<i>Callisia fragrans</i>	mch plant, spironema	II		C, S
<i>Callistemon viminalis</i>	bottlebrush, weeping bottlebrush	II		S
<i>Casuarina cunninghamiana</i>	river sheoak, Australian-pine	II	P	C, S
<i>Cecropia palmata</i>	trumpet tree	II		S
<i>Cestrum diurnum</i>	day jessamine	II		C, S
<i>Chamaedorea seifridii</i>	bamboo palm	II		S
<i>Clematis tetaniflora</i>	Japanese clematis	II		N, C
<i>Cryptostegia madagascariensis</i>	rubber vine	II		C, S
<i>Cyperus involutus</i> (<i>C. alterifolius</i> misapplied)	umbrella plant	II		C, S
<i>Cyperus prostratus</i>	dwarf papyrus	II		C, S
<i>Dactyloctenium aegyptium</i>	Durban crowfootgrass	II		N, C, S
<i>Dalbergia sissoo</i>	Indian rosewood, sissoo	II		C, S
<i>Elaeagnus umbellata</i>	silverberry, autumn olive	II		N
<i>Elaeagnus pungens</i>	silverthorn, thorny olive	II		N, C
<i>Eppimemum pinnatum</i> cv <i>Aureum</i>	pothos	II		C, S
<i>Ficus altissima</i>	false banyan, council tree	II		S
<i>Flacourtioides indica</i>	governor's plum	II		S
<i>Hemodorum altissimum</i>	limpo grass	II		C, S
<i>Hibiscus ahaceus</i> (see <i>Talipariti ahaceum</i>)				
<i>Hyparrhenia rufa</i>	jaragua	II		N, C, S
<i>Ipomoea carnea</i> ssp <i>fruticosa</i> (= <i>I. fruticosa</i>)	shrub morning-glory	II	P	C, S
<i>Jasminum sambac</i>	Arabian jasmine	II		S
<i>Kalanchoe pinnatifida</i>	lith plant	II		C, S
<i>Koelerutera elegans</i> ssp <i>formosana</i> (= <i>K. formosana</i> , <i>K. paniculata</i> misapplied)	flamegold tree	II		C, S
<i>Leucaena leucocephala</i>	lead tree	II	N	N, C, S
<i>Landoltia punctata</i> (= <i>Spodoptera punctata</i>)	Spotted duckweed	II		N, C, S
<i>Limnophila sessiliflora</i>	Asian marshweed	II	P, U	N, C, S
<i>Livisionia chinensis</i>	Chinese fan palm	II		C, S
<i>Melia azedarach</i>	Chinaberry	II		N, C, S
<i>Melinis minutiflora</i>	Molassesgrass	II		C, S
<i>Merremia tuberosa</i>	wood-rose	II		S
<i>Murraya paniculata</i>	orange-jessamine	II		S
<i>Myriophyllum spicatum</i>	Eurasian water-hailoal	II	P	N, C, S
<i>Panicum maximum</i> (= <i>Urochloa maximum</i> <i>Megathyrsus maximum</i>)	Gumea grass	II		N, C, S
<i>Passiflora biflora</i>	two-flowered passion vine	II		S
<i>Pennisetum setaceum</i>	green fountain grass	II		S
<i>Phoenix reclinata</i>	Senegal date palm	II		C, S
<i>Phyllostachys aurea</i>	golden bamboo	II		N, C
<i>Pitosporum pentandrum</i>	Philippine pitosporum, Luanese cheesewood	II		S
<i>Pteris vittata</i>	Chinese brake fern	II		N, C, S
<i>Psychosperma elegans</i>	solitaire palm	II		S
<i>Rhoeo spathacea</i> (see <i>Tradescantia spathacea</i>)				
<i>Rattus communis</i>	casor bean	II		N, C, S
<i>Rotala rotundifolia</i>	roundleaf toothcup, dwarf Rotala	II		S
<i>Sansevieria thyacanthodes</i>	bowstring hemp	II		C, S
<i>Sesbania punicea</i>	purple sesban, rattlebox	II		N, C, S
<i>Solanum daphnifolium</i>	two-leaf nightshade	II		N, C, S
<i>Solanum jamaicense</i>	Jamaica nightshade	II		C
<i>Solanum torvum</i>	susumbet, turkey berry	II	N, U	N, C, S

Callistemon viminalis, added to list as Category II

Bottlebrush (*Callistemon viminalis*), a popular landscape tree, is now invading undisturbed short hydroperiod wetland communities in Miami Dade, Collier, and Martin Counties, including those in Big Cypress National Preserve and Everglades National Park.

Dactyloctenium aegyptium, added to list as Category II

Durban crowfootgrass (*Dactyloctenium aegyptium*) is an annual grass that is a widely distributed weed throughout the southeastern US. In Florida, this species has been documented in 54 counties. While it is primarily a weed of disturbed areas, it also invades beach dune communities in southern Florida, including those located within Everglades and Dry Tortugas National Parks. Dense growth of this species interferes with ground nesting birds in Dry Tortugas and competes with state and federally listed plant species on the mainland.

Elaeagnus umbellata, added to list as Category II

Autumn olive (*Elaeagnus umbellata*) is an aggressive shrub capable of replacing entire native ecosystems, which it has done in numerous locations in other states. There are three known native locations in the eastern Florida panhandle; two are focal escapes from cultivation. The third is a mixture of mature upland sandhill and pine communities where a wildlife planting has escaped. The entire 2,081-acre site is infested. The infestation ranges from 100% (12.5 acres), to 50% (49.9 acres), to 25% (39.9 acres), to 10% or less (1,583.4 acres).

Hyparrhenia rufa, added to list as Category II

Jaragua (*Hyparrhenia rufa*) is an annual grass that is known from 14 Florida counties. In Miami Dade County it has been found in intact habitat in at least 12 pine rockland fragments, outcompeting native plant species.

Landoltia punctata, added to list as Category II

Spotted duckweed (*Landoltia punctata*) is a small floating aquatic plant that is native to Australia and Southeast Asia. Since it was first found in Missouri in the 1930s, it has spread to 22 states and been documented in 36 Florida counties. It invades a wide range of undisturbed aquatic habitats and outcompetes native species.

Syzygium jambos, formerly Category II, removed from List

The Committee has not been able to locate data showing this species behaves as a Category II invasive.

Use of the FLEPPC List

FLEPPC encourages use of the Invasive Species List for prioritizing and implementing management efforts in natural areas, for educating lay audiences about environmental issues, and for supporting voluntary invasive plant removal programs. When a non-native plant species is to be restricted in some way by law, FLEPPC encourages use of the List as a first step in identifying species worth considering for particular types of restriction. For more information on using the FLEPPC List of Invasive Plant Species, see *Wildland Weeds* Summer 2002 issue (Vol. 5, No. 3), pp. 16-17, or <http://www.fleppc.org/list/list.htm>

NOTE: Not all exotic plants brought into Florida become pest plants in natural areas. The FLEPPC List of Invasive Plant Species represents only about 10% of the nearly 1,400 exotic species that have been introduced into Florida and have subsequently established outside of cultivation. Most escaped exotics usually present only minor problems in highly disturbed areas (such as roadsides). And there are other exotics cultivated in Florida that are "well behaved" — that is, they don't escape cultivation at all.



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Project No. 2014ERM01

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
<i>Sphagnetocola trilobata</i> (= <i>Wedelia trilobata</i>)	wedelia	II		N, C, S
<i>Stachytarpheta cayennensis</i> (= <i>S. urticifolia</i>)	nettle-leaf porterweed	II		S
<i>Syagrus romanzoffiana</i> (= <i>Arecastrum romanzoffianum</i>)	queen palm	II		C, S
<i>Talipariti tiliaceum</i> (= <i>Hibiscus tiliaceus</i>)	mahoe, sea hibiscus	II		C, S
<i>Terminalia catappa</i>	tropical-almond	II		C, S
<i>Terminalia muelleri</i>	Australian-almond	II		C, S
<i>Tradescantia spathacea</i> (= <i>Rhoeo spathacea</i> , <i>Rhoeo discolor</i>)	oyster plant	II		S
<i>Tribulus cistoides</i>	puncture vine, burr-nut	II		N, C, S
<i>Urena lobata</i>	Caesar's weed	II		N, C, S
<i>Vitex trifolia</i>	simple-leaf chaste tree	II		C, S
<i>Washingtonia robusta</i>	Washington fan palm	II		C, S
<i>Wedelia</i> (see <i>Sphagnetocola</i> above)				
<i>Wisteria sinensis</i>	Chinese wisteria	II		N, C
<i>Xanthosoma sagittifolium</i>	malanga, elephant ear	II		N, C, S

Citation example

FLEPPC 2009 List of Invasive Plant Species Florida Exotic Pest Plant Council Internet: <http://www.fleppc.org/list/list.htm> or *Wildland Weeds* Vol. 12(4), 13-16 Fall 2009.

The 2009 list was prepared by the FLEPPC Plant List Committee

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FLEPPC Database – The Florida Exotic Pest Plant Database contains over 75,000 sight records of infestations of FLEPPC Category I and Category II species in Florida public lands and waters. 211 species are recorded. Nearly all of the records are from local, state, and federal parks and preserves; a few records document infestations in regularly disturbed public lands such as highways or utility rights-of-way. Natural area managers and other veteran observers of Florida's natural landscapes submit these records, with many supported further by voucher specimens housed in local or regional herbaria for future reference and verification. New and updated observations can be submitted online at www.eddmaps.org/florida/. This database, along with other plant-data resources such as the University of South Florida Atlas of Florida Vascular Plants at www.plantatlas.usf.edu, the Florida Natural Areas Inventory database at www.fnaa.org, and The Institute for Regional Conservation Florisuc Inventory of South Florida database at www.regionalconservation.org, provides important basic supporting information for the FLEPPC List of Invasive Plant Species.

Images and/or distributional data of FLEPPC-listed species may be found at one or more of the following websites: University of South Florida Atlas of Florida Vascular Plants, www.plantatlas.usf.edu; the University of Florida Herbarium collection catalog, <http://www.filmnh.ufl.edu/herbarium/cat/>; and image gallery, <http://www.filmnh.ufl.edu/herbarium/cat/imagesearch.asp>, at Fairchild Tropical Botanic Garden's Virtual Herbarium, www.virtualherbarium.org/vportal.html; The Robert K. Godfrey Herbarium at Florida State University, <http://herbarium.bio.fsu.edu/index.php>; the University of Florida's IFAS Center for Aquatic and Invasive Plants, <http://plants.ifas.ufl.edu>; and the USDA PLANTS database, <http://plants.usda.gov/>. Please note that greater success and accuracy in searching for plant images is likely if you search by scientific name rather than a common name. Common names often vary in cultivation and across regions. For additional information on plants included in this list, see related links and pages at www.fleppc.org.



DEPARTMENT OF THE ARMY
 JACKSONVILLE DISTRICT CORPS OF ENGINEERS
 4400 PGA BOULEVARD, SUITE 500
 PALM BEACH GARDENS, FLORIDA 33410

REPLY TO
 ATTENTION OF

OCT 23 2013

Regulatory Division
 Palm Beach Gardens Regulatory Office
 SAJ-2011-03379 (IP-AAZ)
 Modification #2

Palm Beach County Board of County Commissioners
 Department of Environmental Resource Management
 Mr. Robert Robbins, Director
 2300 North Jog Road, 4th Floor
 West Palm Beach, Florida 33411

Dear Mr. Robbins:

The U.S. Army Corps of Engineers (Corps) has received your request on April 10, 2013, in which you asked to include Florida Department of Transportation (FDOT) as a co-permittee and revise special conditions in the Department of the Army permit number SAJ-2011-03379, issued on September 24, 2012. The project was modified on July 19, 2013 to include the Florida Inland Navigation District as a co-permittee. The project is located in navigable waters of the United States in the Intracoastal Waterway on Fullerton Island, west of 800 North U.S. Highway 1, Jupiter (Sections 6 and 31, Townships 41 and 40 South, Range 43 East), Palm Beach County, Florida.

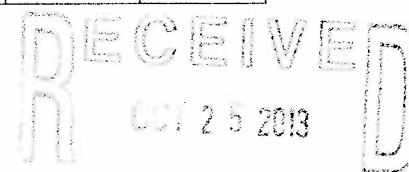
The proposed modification is to include FIND as a co-permittee and revise special conditions #18-20 to allow FDOT to utilize excess credits generated from the Fullerton Island Restoration project. In addition to the original special conditions, the project must be completed in accordance with the revised special conditions below, which are incorporated in, and made a part of the permit. The underlined text represents additions and the ~~strikethrough~~ text represents deletions.

Special Conditions:

18. **Ledger:** The project is projected to result in 1.591 estuarine seagrass Unified Mitigation Assessment Methodology (UMAM) functional units and 0.324 forested mangrove UMAM functional units. The Permittees have requested that the upfront advanced mitigation credit be considered mitigation for future Palm Beach County, Town of Jupiter, ~~and~~ Florida Inland Navigation District (FIND), and Florida Department of Transportation (FDOT) projects. If future projects propose to utilize the ledgers, a modification to this permit shall be requested in conjunction with the future permit application review. The ledger is made an attachment to this permit (Attachment 9).

For the seagrass ledger:

<i>Wetland</i>	<i>Acreage</i>	<i>Pre-UMAM</i>	<i>Post-UMAM</i>	<i>Delta</i>	<i>Time lag</i>	<i>Risk</i>	<i>FCU</i>



<i>Seagrass creation</i>	4.64	0	0.7	0.7	1	2.0	1.624
<i>Seagrass impacts for Fullerton Island</i>	0.02	0.73	0	-0.73	6-10 yr (1.25)		-0.018
<i>Shading impacts for dock</i>	0.02 acre (931 square feet)	0.73	0	-0.73	1		-0.015
<i>Total</i>							1.591

For the mangrove ledger:

<i>Wetland</i>	<i>Acreage</i>	<i>Pre-UMAM</i>	<i>Post-UMAM</i>	<i>Delta</i>	<i>Time lag</i>	<i>Risk</i>	<i>FCU</i>
<i>Mangrove Creation</i>	0.54	0	0.73	0.73	1	1.5	0.263
<i>Mangrove Enhancement</i>	0.72	0.53	0.73	0.20	1	1.25	0.115
<i>Total</i>							0.378

19. **Release of Credits:** The UMAM credits shall be available for potential use by Palm Beach County, the Town of Jupiter, ~~and FIND~~, **and FDOT** based on the following criteria:

(1) Construction Commencement/Recording the Conservation Easement – 20% Functional Unit Release: Upon notifying the Corps of construction commencement and submission of the recorded conservation easement, 20% of the total UMAM functional units will be available for use. The following functional unit credits will be made available:

20% release of seagrass UMAM functional Units: $1.624 \times 20\% = 0.3248$

20% release of mangrove UMAM functional Units: $0.378 \times 20\% = 0.0756$

(2) Construction Completion – 30% Functional Unit Release: The as-built plans must be submitted, reviewed for compliance, and accepted in writing by the Corps prior to 30% of the UMAM Functional Units are made available. The Corps will be notified as elements of construction are completed. The Permittees shall notify the Corps within 30 days in writing and provide appropriate documentation when construction, planting, and time-zero/annual monitoring are complete. If these criteria are met, then the following functional unit credits will be made available:

30% release of seagrass UMAM functional units: $1.624 \times 30\% = 0.4872$

30% release of mangrove UMAM functional units: $0.378 \times 30\% = 0.1134$

(3) Final Success Criteria – 50% Functional Unit Release: Final success criteria have been established to evaluate and measure the success of the mitigation area in restoring and enhancing wetland and aquatic resource functional of the site. Upon meeting the final success criteria outlined in the attached mitigation plan, and completion of monitoring requirements, the following functional unit credits will be made available:

50% release of seagrass UMAM functional units: $1.624 \times 50\% = 0.8120$

50% release of mangrove UMAM functional units: $0.378 \times 50\% = 0.1895$

20. Appropriateness of Credit Utilization: If future projects propose to utilize the mitigation from this project to offset aquatic resource impacts where either the Palm Beach County, the Town of Jupiter, ~~or~~ **FIND, or FDOT** is the applicant, the Permittee would request a modification to this permit to change the ledger to utilize the credits. This request would be made in conjunction with the future permit application review. The Corps shall determine the appropriateness of utilizing any available mitigation credits on a case by case basis, in accordance with 33 CFR 332. The functional lift is based on the expectation that all of the proposed aquatic resource enhancements and creation areas in Fullerton Island (as shown in the permit drawings) will be successfully constructed and will meet final success criteria. If any aquatic resource proposed for creation is not constructed or does not meet final success criteria, the UMAM assessment for each habitat type may be revised and an appropriate time lag applied.

The FDOT will be required to sign the permit as a permittee, which indicates that they accept and agree to comply with the terms and conditions of the permit and subsequent modifications. Therefore, the Corps requests that FDOT sign this modification and return to the Corps for our administrative record. The Corps will then sign this modification letter and return to you, indication that the modification will be in effect.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE)

Ann Broadwell
Florida Department of Transportation

(DATE)

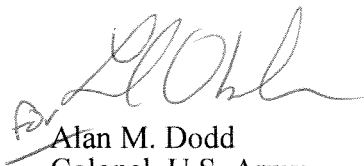
The impact of your proposal on navigation and the environment has been reviewed and found to be insignificant. The permit is hereby modified in accordance with your request. You should attach this letter to the permit. All other conditions of the permit remain in full force and effect.

If you have any questions concerning permit modification, please contact the project manager Alisa Zarbo at the letterhead address, by telephone at 561-472-3506 or by electronic mail at Alisa.A.Zarbo@usace.army.mil.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform

our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit <http://per2.nwp.usace.army.mil/survey.html> and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise. Please be aware this web address is case sensitive and should be entered as it appears above.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

A handwritten signature in black ink, appearing to read "A. M. Dodd", is written over a horizontal line.

Alan M. Dodd
Colonel, U.S. Army
District Commander

ATTACHMENT B
GEOTECHNICAL INVESTIGATION

Testing Lab of the Palm Beaches, Inc.

GEOTECHNICAL*ENVIRONMENTAL*CONTRACT DRILLING*CONSULTING ENGINEERING*TESTING*INSPECTIONS
CA No. 663

November 21, 2011

Mr. Clint Thomas, P.E.
Palm Beach County
Department of Environmental Resources Management
2300 North Jog Road
West Palm Beach, FL 33411

Ph: (561) 233-2456
Fax: (561) 233-2414

Re: Task Order Number - ERM11-12
Observation Tower and Dock
Fullerton Island Enhancement Project
Jupiter, FL
TLPB File No. 11/033-4

Gentlemen:

Testing Lab of the Palm Beaches, Inc. has completed the Scope of Services identified in the initial authorized "Task Order ERM11-12, dated October 12, 2011.

SCOPE OF SERVICES

The scope of work that was performed for the project included the following:

- Site reconnaissance.
- Layout boring locations by ERM.
- Perform two (2) tri-pod standard Penetration Test (SPT) borings.
- Perform four (4) grain sieve analyses and two (2) #200 washes and two (2) organic content tests.
- Visual classification of the soil samples for soil samples not laboratory tested.
- Evaluate and analyze the obtained data.
- Using the loads furnished by the client, develop the piling parameters, calculate the vertical pile capacity and evaluate the effect of the furnished horizontal loads on the selected pile.
- Publish a Geotechnical Report based on the obtained data from the field investigation.

CLIENT FURNISHED INFORMATION

The project consists of an observation tower and 6 slip day-use dock at the Fullerton Island Enhancement Project, Jupiter, Florida . The structures are to be supported on piling. The piling for the observation platform connected with bolts through wooden beams.

PROFESSIONAL ENGINEERING SERVICES THROUGHOUT SOUTH FLORIDA SINCE 1961

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Dept. of Environmental Resources Management
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Task Order Number - ERM11-12
Observation Tower and Dock
Fullerton Island Enhancement
Project, Jupiter, FL

The vertical service pile load furnished for the observation tower is ten (10) kips/pile and the horizontal service load furnished for the 6-slip day-use dock is of 3 kips applied at EL = 6.5 ft NAVD.

GENERAL

Fullerton Island Enhancement Project is located in the Intracoastal Waterway, immediately West of the Northern Palm Beach Chamber of Commerce building on U.S. 1. The 13+ acre Island will be used to finalize plans for wetland enhancement and passive recreation for the Island. The new construction consists of an observation tower, 6 slip day-use dock at this project.

FIELD INVESTIGATION

Two (2) tri-pod Standard Penetration Test borings were performed at the locations provided by Palm Beach County ERM. The borings B-1 and B-2 were completed to depths of 29 feet and 30 feet for the observation tower and 6-slip day-use dock locations, respectively, below existing ground surface. The boring locations were staked by the Client.

EVALUATION

In boring B-1, we noted very loose to loose fine to medium sand with trace of occasional shell fragments to a depth of 8 feet, medium dense fine to medium sand to a depth of 16 feet, soft silty clay to a depth of 23 feet and followed by medium dense fine to medium sand with occasional shell fragments up to the boring termination depth of 29 feet below ground surface.

We noted in boring B -2, very loose to loose fine to medium sand with occasional shell fragments to a depth of 10 feet, medium dense fine to medium sand to a depth of 18 feet, medium dense silty clayey sand to a depth of 20 feet, very loose fine to medium sand to a depth of 25 feet, followed by medium dense to dense fine to medium sand with shell fragments up to the boring termination depth of 30 feet below ground surface.

Groundwater was encountered to depths of approximately two (2.0) feet below the existing ground surface upon completion of our drilling operations. Water levels may change in the future based on seasonal variations, tides, rainfall and other factors.

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Observation Tower and Dock
Fullerton Island Enhancement
Project, Jupiter, FL

ANALYSIS

The vertical service pile load furnished is 10 kips/pile. Competent soils are encountered at elevations -23 feet, -27 feet, (B-1), elevation -23 feet, -28 feet (B-2). Competent soil layers are not consistent throughout the depth of borings. The Log of Borings indicate data for that particular locations. The probability is that there are soils less competent than those shown on the boring logs. FB-DEEP computer program was utilized to calculate the pile load bearing capacity and select a recommended piling depth.

The obtained data (N-values) of the the boring was placed in the FB-DEEP pile programs. The 14" prestressed precast concrete pile were analyzed. Copies of the pile load bearing capacity results are included in the Appendix.

CONCLUSIONS/RECOMMENDATIONS

The boring logs provides a guide when selecting anticipated piling lengths to support furnished design loads for bid purposes. TLPB recommends that test piles be driven in accordance with FDOT requirements. While the boring logs cannot be depended upon to be any more than a guide, it is the customary method to proceed with piling projects. Piling can vary in length by 10' or more when they are as close as six feet apart horizontally.

One (1) PDA test pile is recommended to obtain information on the length of permanent piles for the work. Suggested location for the test pile is adjacent to B-1. The recommended test pile tip elevation is -25 feet or refusal.

For the 6-slip day-use dock, a 14"x14" precast prestressed concrete piling with a minimum tip elevation of -24 feet, meeting FDOT specifications, is recommended to support a lateral (horizontal) load of 3 kips at EL = 6.5 ft NAVD. The lateral displacement of the pile head is 0.63 inch. The total length of pile for bid purposes is 32.5 feet.

For the observation area, a 14"x14" precast prestressed concrete pile with a minimum tip elevation of -24 feet, meeting FDOT specifications, is recommended to support a vertical service load of ten (10) kips per pile. No lateral load is needed for observation tower.

LIMITATIONS OF THE STUDY

The exploration and analysis of the subsurface conditions reported herein is considered to be of sufficient in detail to form a reasonable basis for foundation design based on the five borings. The recommendations submitted are based on the available information obtained from the boring logs and data furnished by the client including design loads. Any

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Task Order Number - ERM11-12
Observation Tower and Dock
Fullerton Island Enhancement
Project, Jupiter, FL

revision to the site plan, the structural details furnished or information contained in this report for the proposed structures should be brought to the attention of the Geotechnical Engineer so that it may be determined if changes to the foundation recommendations are prudent. The boring logs showed significant variations in the depth and competency of the subsurface soils and it will be especially important to observe the sub-surface conditions as the project proceeds and bring to the attention of the Geotechnical Engineer any deviations or additional information that is noted.

The Geotechnical Engineer states that the findings, recommendations and professional advice contained herein, have been promulgated after being prepared in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics and engineering geology. No other warranties are implied or expressed.

Testing Lab of the Palm Beaches, Inc. appreciates the opportunity to be part of the team working on this very interesting project. If you have any questions concerning this report, please contact us at 585-7515.

Respectfully submitted,

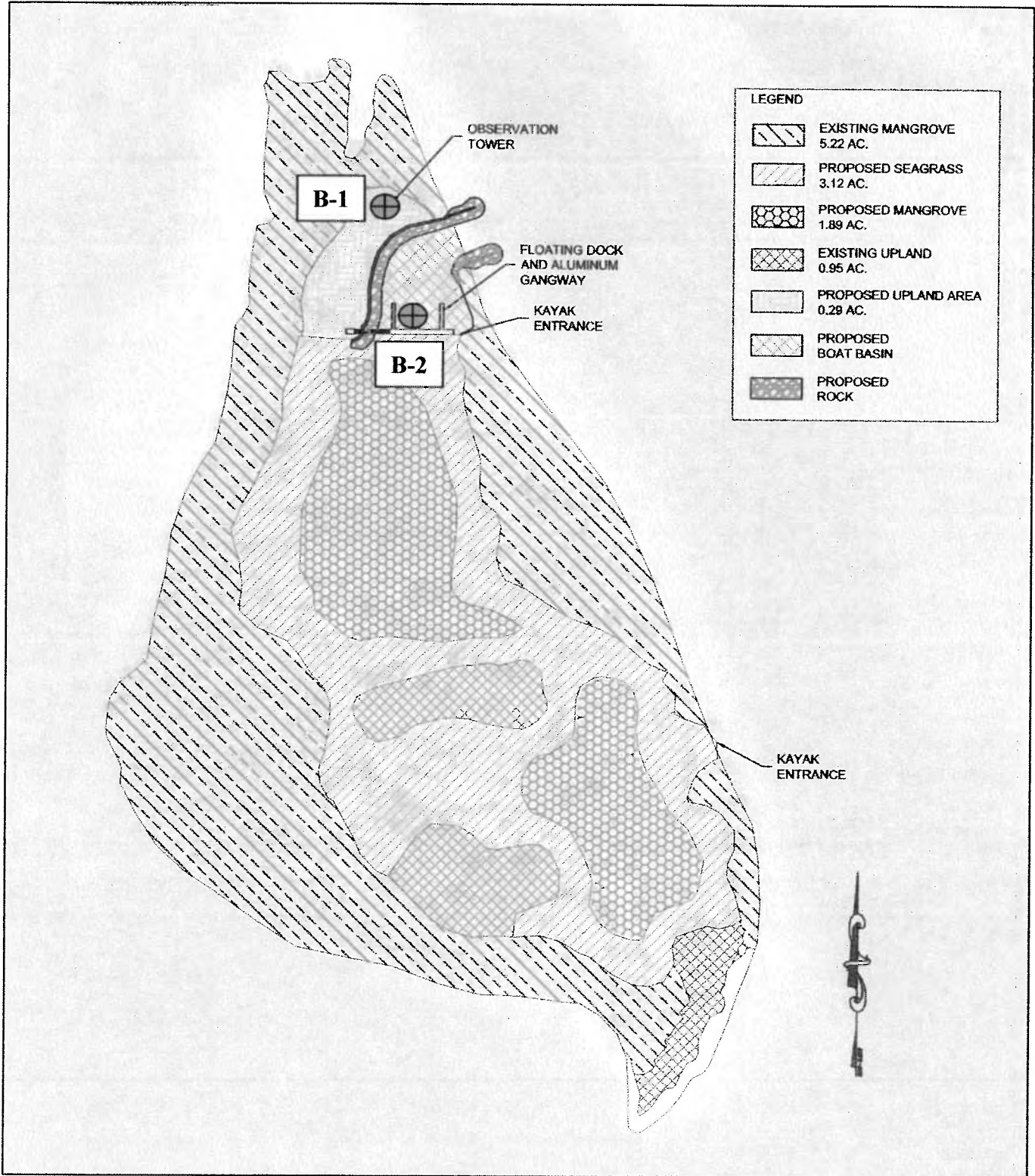

11.22.2011
John Adair, P.E 4151.
Senior Geotechnical Engineer

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Vicinity Map



Fullerton Island Jupiter, FL



<p>Fullerton Island Jupiter, FL</p>	<p>Boring Location Plan</p>	<p>Scale: NTS Date: 10/26/11 Project #: 11/033-4</p>	<p>TESTING LAB of The Palm Beaches, Inc.</p>
------------------------------------------------	----------------------------------------	--------------------------------------------------------------	---------------------------------------------------------

Client: Palm Beach County ERM
 Project Location: Fullerton Island, Jupiter, FL
 Project Description: Fullerton Island Enhancement Project
 Borehole Location: Kiosk
 Sampler Data: 2' Split Spoon Sampler, 2" O.D.
 Terrain Type: Flat

TLPB File No.: 11/033-4
 Date Drilled: 10/20/11
 Technician: MA
 Casing Data: N/A
 Drilling Method: Tripod
 Surface Material: Pine Needles / Sand

SAMPLE NO.	SOIL SAMPLE DESCRIPTION	SYMBOL	DEPTH (ft)	WATER	N VALUE	STANDARD PENETRATION TEST GRAPH				REMARKS
						5	15	25	35	
1	Dark Brown Medium Fine Sand with Trace of Root (SP)		4		4					
2	Light Brown Medium Fine Sand with Trace of Shell Fragments (SP)									
3	Dark Brown Organic Peat (OL-PT)		5		2					
4	Dark Brown Medium Fine Sand with Trace of Organics (SP-OL)		7		7					
5	Dark Gray Medium Fine Sand (SP)									
			10		17					
6	Light Gray Medium Fine Sand (SP)		15		27					
7	Gray Silty Clay (CL-ML)		20							

NOTES:

"N Value" indicates the number of blows a 140-lb hammer, freely falling a distance of 30 inches, required to drive a 2-inch diameter sampler 12 inches (ASTM D-1586).

Strata boundaries are approximate, representative of, and apply only to the particular and exact location of the boring. Soil transitions may be more gradual than implied.

Two-letter abbreviations and Symbols used are in accordance to the Unified Soil Classification System.

Client: Palm Beach County ERM
 Project Location: Fullerton Island, Jupiter, FL
 Project Description: Fullerton Island Enhancement Project
 Borehole Location: Kiosk
 Sampler Data: 2' Split Spoon Sampler, 2" O.D.
 Terrain Type: Flat

TLPB File No.: 11/033-4
 Date Drilled: 10/20/11
 Technician MA
 Casing Data: N/A
 Drilling Method: Tripod
 Surface Material: Pine Needles / Sand

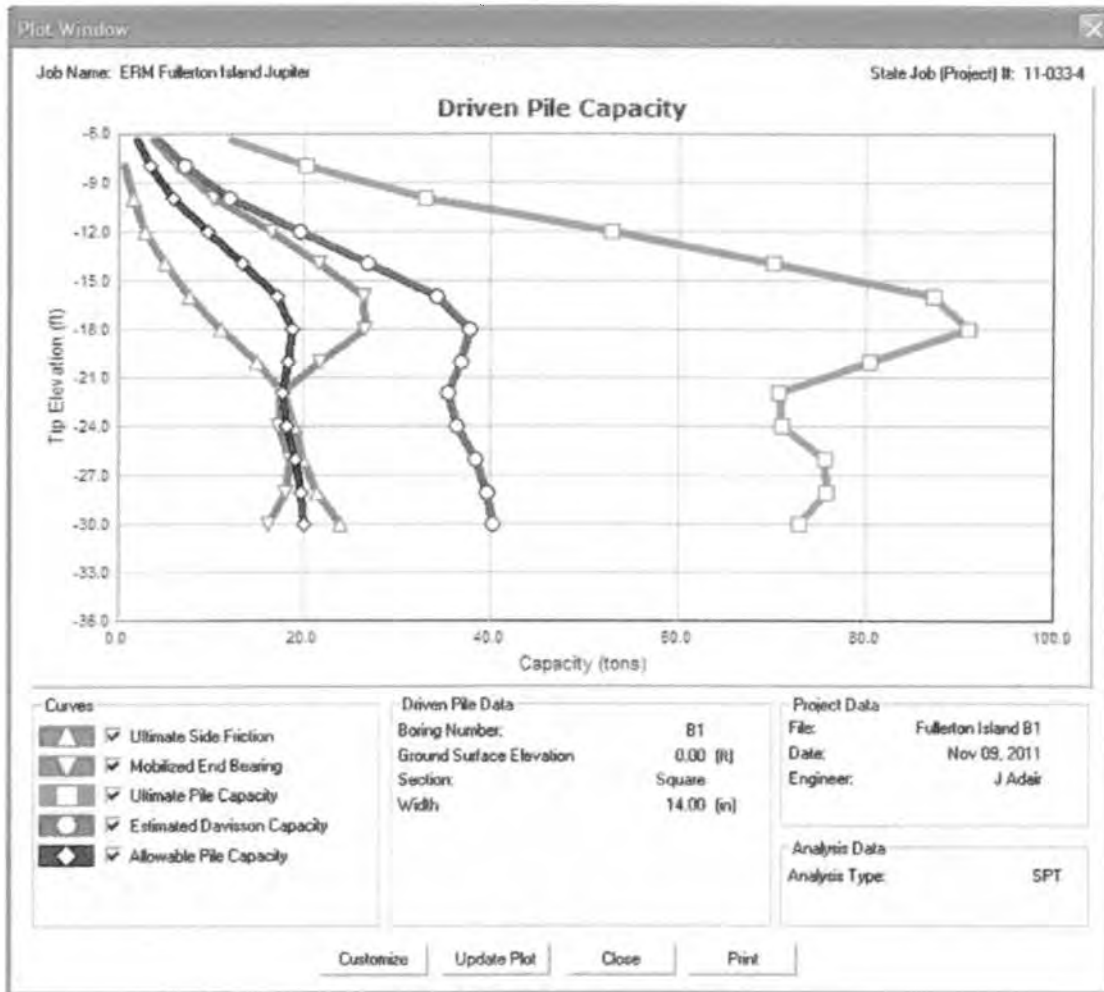
SAMPLE NO.	SOIL SAMPLE DESCRIPTION	SYMBOL	DEPTH (ft)	WATER	N VALUE	STANDARD PENETRATION TEST GRAPH				REMARKS
						5	15	25	35	
					3					
8	Gray Medium Fine Sand with Some Shell Fragments (SP)									
9	Light Brown Medium Fine Sand (SP)		25		15					
10	Light Brown Medium Fine Sand (SP)				13					
	BORING TERMINATED		30							
			35							
			40							

NOTES:

"N Value" indicates the number of blows a 140-lb hammer, freely falling a distance of 30 inches, required to drive a 2-inch diameter sampler 12 inches (ASTM D-1586).

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Two-letter abbreviations and Symbols used are in accordance to the Unified Soil Classification System.



FB-Deep

Fullerton Island B1.spc

11/09/11 15:12:47

General Information:

Input file:\\Geotechnical\033-4 - Fullerton Island\Fullerton Island B1.spc
 Project number: 11-033-4
 Job name: ERM Fullerton Island Jupiter
 Engineer: J Adair
 Units: English

Analysis Information:

Analysis Type: SPT

Soil Information:

Boring date: 10-20-2011, Boring Number: B1
 Station number: Offset:
 Ground Elevation: 0.000(ft)
 Hammer type: Safety Hammer

ID	Depth (ft)	No. of Blows (Blows/ft)	Soil Type
1	0.00	0.00	5- Cavity layer
2	2.00	4.00	3- Clean sand
3	4.00	7.00	3- Clean sand
4	6.00	2.00	3- Clean sand
5	8.00	7.00	3- Clean sand
6	14.00	17.00	3- Clean sand
7	19.00	27.00	3- Clean sand
8	24.00	0.00	3- Clean sand
9	29.00	15.00	3- Clean sand
10	34.00	13.00	3- Clean sand
11	34.10	0.00	5- Cavity layer

Blowcount Average Per Soil Layer

Layer Num.	Starting Elevation (ft)	Bottom Elevation (ft)	Thickness (ft)	Average Blowcount (Blows/ft)	Soil Type
1	0.00	-2.00	2.00	0.00	5-Void
2	-2.00	-34.10	32.10	11.35	3-Clean Sand
3	-34.10	-34.10	0.00	0.00	5-

Driven Pile Data:

Pile unit weight = 150.00(pcf), Section Type: Square

Pile Geometry:

Shaft002.tmp

width (in)	Length (ft)	Tip Elev. (ft)
14.00	6.00	-6.00
14.00	8.00	-8.00
14.00	10.00	-10.00
14.00	12.00	-12.00
14.00	14.00	-14.00
14.00	16.00	-16.00
14.00	18.00	-18.00
14.00	20.00	-20.00
14.00	22.00	-22.00
14.00	24.00	-24.00
14.00	26.00	-26.00
14.00	28.00	-28.00
14.00	30.00	-30.00

Driven Pile Capacity:

Section Type: Square
 Pile width: 14.00 (in)

Test Pile Length (ft)	Pile width (in)	Ultimate Side Friction (tons)	Mobilized End Bearing (tons)	Estimated Davisson Capacity (tons)	Allowable Pile Capacity (tons)	Ultimate Pile Capacity (tons)
6.00	14.0	0.64	3.89	4.54	2.27	12.32
8.00	14.0	0.88	6.47	7.35	3.68	20.30
10.00	14.0	1.70	10.46	12.16	6.08	33.09
12.00	14.0	3.05	16.60	19.65	9.83	52.85
14.00	14.0	5.13	21.69	26.82	13.41	70.20
16.00	14.0	7.85	26.48	34.33	17.16	87.28
18.00	14.0	11.24	26.60	37.84	18.92	91.04
20.00	14.0	15.07	21.81	36.89	18.44	80.52
22.00	14.0	17.80	17.69	35.49	17.75	70.87
24.00	14.0	19.04	17.34	36.37	18.19	71.04
26.00	14.0	19.88	18.64	38.52	19.26	75.80
28.00	14.0	21.55	18.09	39.65	19.82	75.83
30.00	14.0	23.98	16.33	40.31	20.15	72.96

NOTES

1. MOBILIZED END BEARING IS 1/3 OF THE ORIGINAL RB-121 VALUES.
2. DAVISSON PILE CAPACITY IS AN ESTIMATE BASED ON FAILURE CRITERIA, AND EQUALS ULTIMATE SIDE FRICTION PLUS MOBILIZED END BEARING.
3. ALLOWABLE PILE CAPACITY IS 1/2 THE DAVISSON PILE CAPACITY.
4. ULTIMATE PILE CAPACITY IS ULTIMATE SIDE FRICTION PLUS 3 x THE MOBILIZED END BEARING.
 EXCEPTION: FOR H-PILES TIPPED IN SAND OR LIMESTONE, THE ULTIMATE PILE CAPACITY IS ULTIMATE SIDE FRICTION PLUS 2 x THE MOBILIZED END BEARING.

Client: Palm Beach County ERM
 Project Location: Fullerton Island, Jupiter, FL
 Project Description: Fullerton Island Enhancement Project
 Borehole Location: Floating Dock
 Sampler Data: 2' Split Spoon Sampler, 2" O.D.
 Terrain Type: Flat

TLPB File No.: 11/033-4
 Date Drilled: 10/20/11
 Technician: _____
 Casing Data: N/A
 Drilling Method: Tripod
 Surface Material: Pine Needles / Sand

SAMPLE NO.	SOIL SAMPLE DESCRIPTION	SYMBOL	DEPTH (ft)	WATER	N VALUE	STANDARD PENETRATION TEST GRAPH				REMARKS
						10	20	30	40	
1	Dark Gray Brown Medium Fine Sand with Pine Needles (SP)	[Symbol: Dotted pattern]	0-3	[Symbol: Water level]	3					
2	Brown Medium Fine Sand (SP)				6					
3	Brown Medium Fine Sand with Trace of Shell Fragmentst (SP)	[Symbol: Dotted pattern]	3-5	[Symbol: Water level]	1					
4	Dark Reddish Brown Organics with Peat (OL-PT)				7					
5	Brown Medium Fine Sand with Trace of Shell Fragments (SP)	[Symbol: Dotted pattern]	5-10	[Symbol: Water level]	7					
6	Brown Medium Fine Sand (SP)				7					
7	Gray Silty Clayey Sand (SP-SC)	[Symbol: Diagonal lines]	10-20	[Symbol: Water level]	14					
					0					

NOTES:

"N Value" indicates the number of blows a 140-lb hammer, freely falling a distance of 30 inches, required to drive a 2-inch diameter sampler 12 inches (ASTM D-1586).

Strata boundaries are approximate, representative of, and apply only to the particular and exact location of the boring. Soil transitions may be more gradual than implied.

Two-letter abbreviations and Symbols used are in accordance to the Unified Soil Classification System.

Client: Palm Beach County ERM
 Project Location: Fullerton Island, Jupiter, FL
 Project Description: Fullerton Island Enhancement Project
 Borehole Location: Floating Dock
 Sampler Data: 2' Split Spoon Sampler, 2" O.D.
 Terrain Type: Flat

TLPB File No.: 11/033-4
 Date Drilled: 10/20/11
 Technician: _____
 Casing Data: N/A
 Drilling Method: Tripod
 Surface Material: Pine Needles / Sand

SAMPLE NO.	SOIL SAMPLE DESCRIPTION	SYMBOL	DEPTH (ft)	WATER	N VALUE	STANDARD PENETRATION TEST GRAPH				REMARKS
						10	20	30	40	
8	Brown Medium Fine Sand (SP)		25		11					
10	Brown Medium Fine Sand and Shell Fragments (SP)		30		41					
	BORING TERMINATED									

NOTES:

"N Value" indicates the number of blows a 140-lb hammer, freely falling a distance of 30 inches, required to drive a 2-inch diameter sampler 12 inches (ASTM D-1586).

Strata boundaries are approximate, representative of, and apply only to the particular and exact location of the boring. Soil transitions may be more gradual than implied.

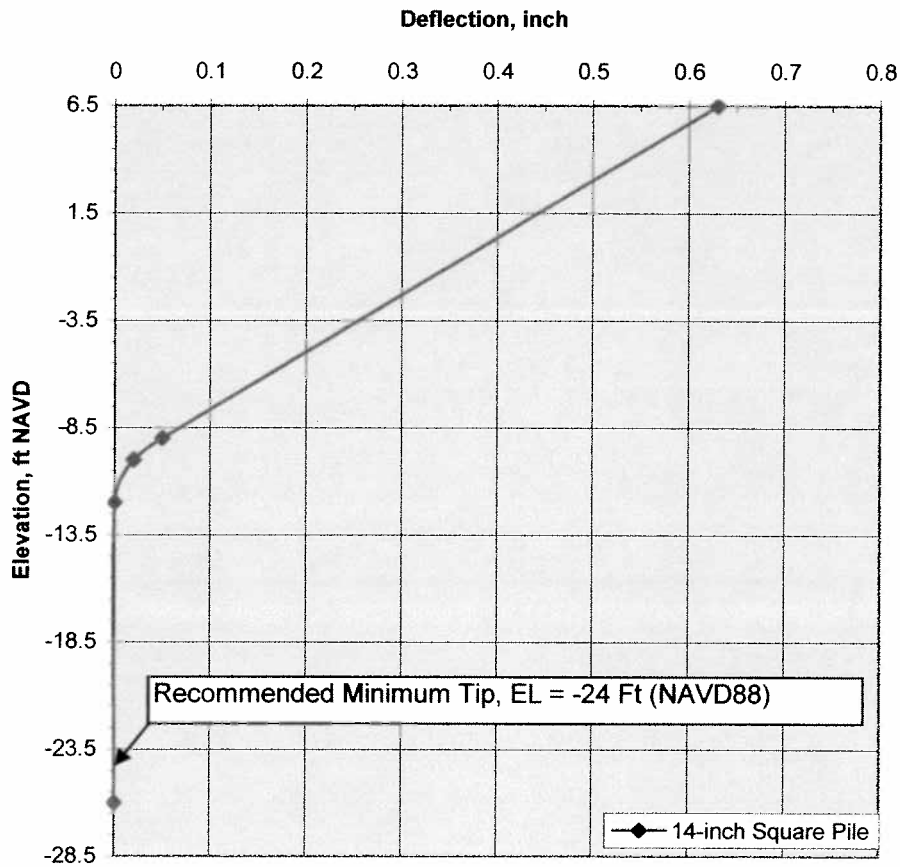
Two-letter abbreviations and Symbols used are in accordance to the Unified Soil Classification System.

Project: Fullerton Island Enhancement Project
TLPB Report # 11/033-4

Boring No. 2

14-inch PS Concrete Pile

3 kips Concentrated Lateral Load at EL = 6.5 ft NAVD



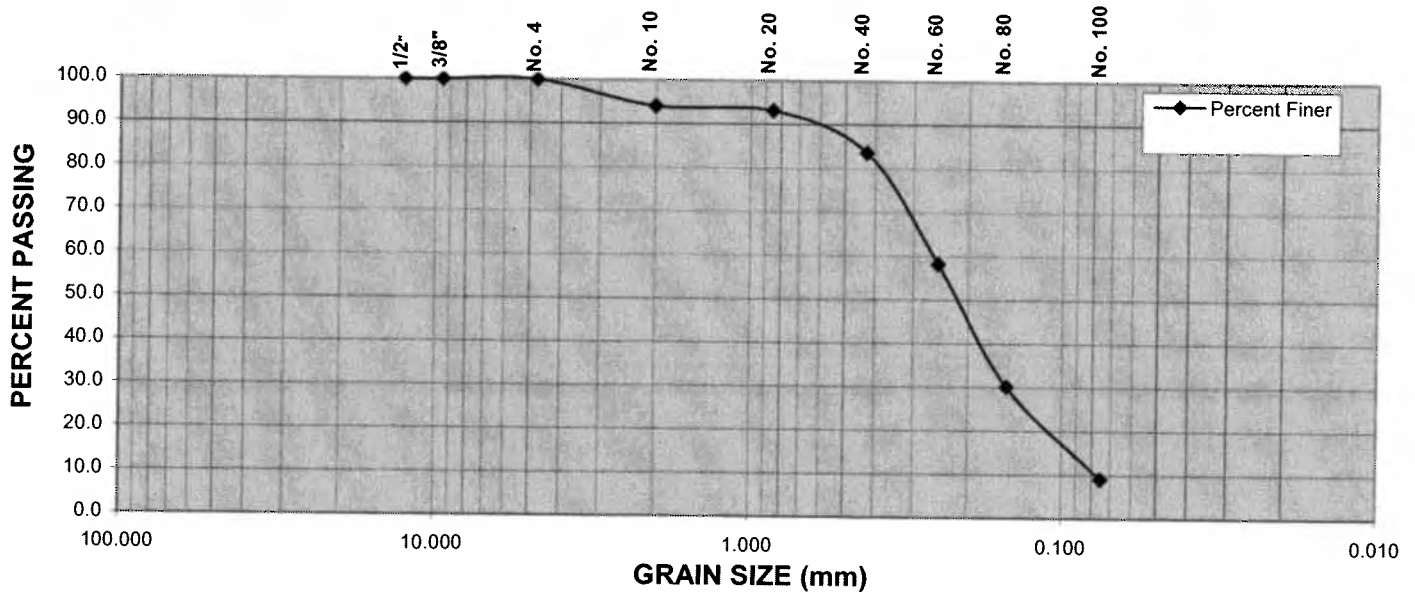
14-inch Square Pile



SIEVE ANALYSIS REPORT (ASTM D-422)

PROJECT NAME: Fullerton Island, Jupiter, FL Proj. No. ERM11-12 PROJECT #: 11/033-4
 CLIENT NAME : PBC Dept of Environmental Resources Management
 SAMPLED BY : MA SAMPLE DATE : 10/26/2011 # OF SAMPLES: 1 of 4
 TESTED BY: WB DATE TESTED : 11/15/2011 SOURCE : In Place Material
 TLPB SAMPLE #: 37875 SAMPLE LOCATION: B-2, 6' - 8'
 INTENDED USE: Floating Docks REPORTED TO : Client
 SAMPLE DESCRIPTION : Gray Silty Clayey SAND (SP-Poorly-graded Sand - SC Clayey Sand)

U.S. Sieve Size	Opening Size (mm)	Cumulative mass retained (g)	Percent Finer
1/2"	12.50	0.00	100.0
3/8"	9.500	0.00	100.0
4	4.750	0.00	100.0
10	2.000	17.80	94.1
20	0.850	20.70	93.1
40	0.425	49.50	83.6
60	0.250	125.90	58.2
100	0.150	210.70	30.0
200	0.075	274.00	9.0
PAN	0.000	277.60	7.8



GRAVEL		SAND			SILTS AND CLAYS
COARSE	FINE	COARSE	MEDIUM	FINE	

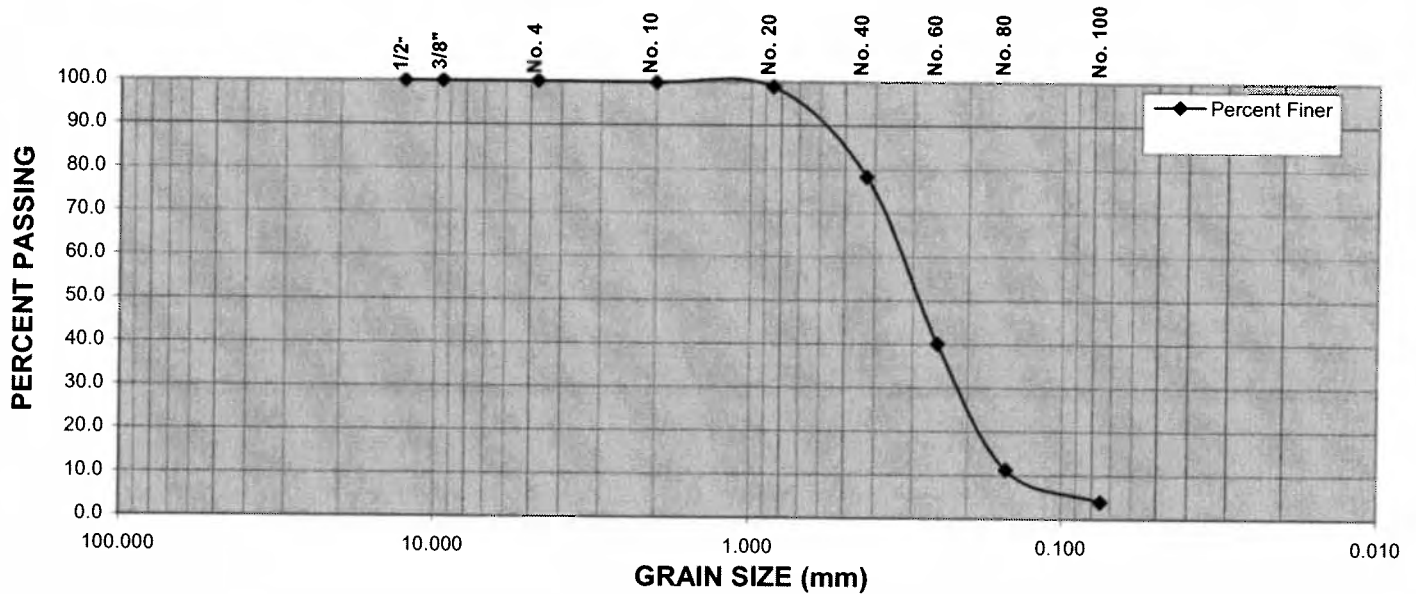
Z:\2011\Geotechnical\033-4 - Fullerton Island\Report\Sieve Analysis - 37875.xls\Lot 16



SIEVE ANALYSIS REPORT (ASTM D-422)

PROJECT NAME: Fullerton Island, Jupiter, FL Proj. No. ERM11-12 PROJECT #: 11/033-4
 CLIENT NAME : PBC Dept of Environmental Resources Management
 SAMPLED BY : MA SAMPLE DATE : 10/26/2011 # OF SAMPLES: 2 of 4
 TESTED BY: WB DATE TESTED : 11/15/2011 SOURCE : In Place Material
 TLPB SAMPLE #: 37876 SAMPLE LOCATION: B-2, 6' - 8'
 INTENDED USE: Floating Docks REPORTED TO : Client
 SAMPLE DESCRIPTION : Brown Medium Fine SAND with Trace of Shell Fragments (**SP-Poorly-graded Sand**)

U.S. Sieve Size	Opening Size (mm)	Cumulative mass retained (g)	Percent Finer
1/2"	12.50	0.00	100.0
3/8"	9.500	0.00	100.0
4	4.750	0.00	100.0
10	2.000	1.20	99.8
20	0.850	5.30	98.9
40	0.425	107.80	78.3
60	0.250	297.50	40.1
100	0.150	440.70	11.2
200	0.075	477.20	3.9
PAN	0.000	480.50	3.2



GRAVEL		SAND			SILTS AND CLAYS
COARSE	FINE	COARSE	MEDIUM	FINE	

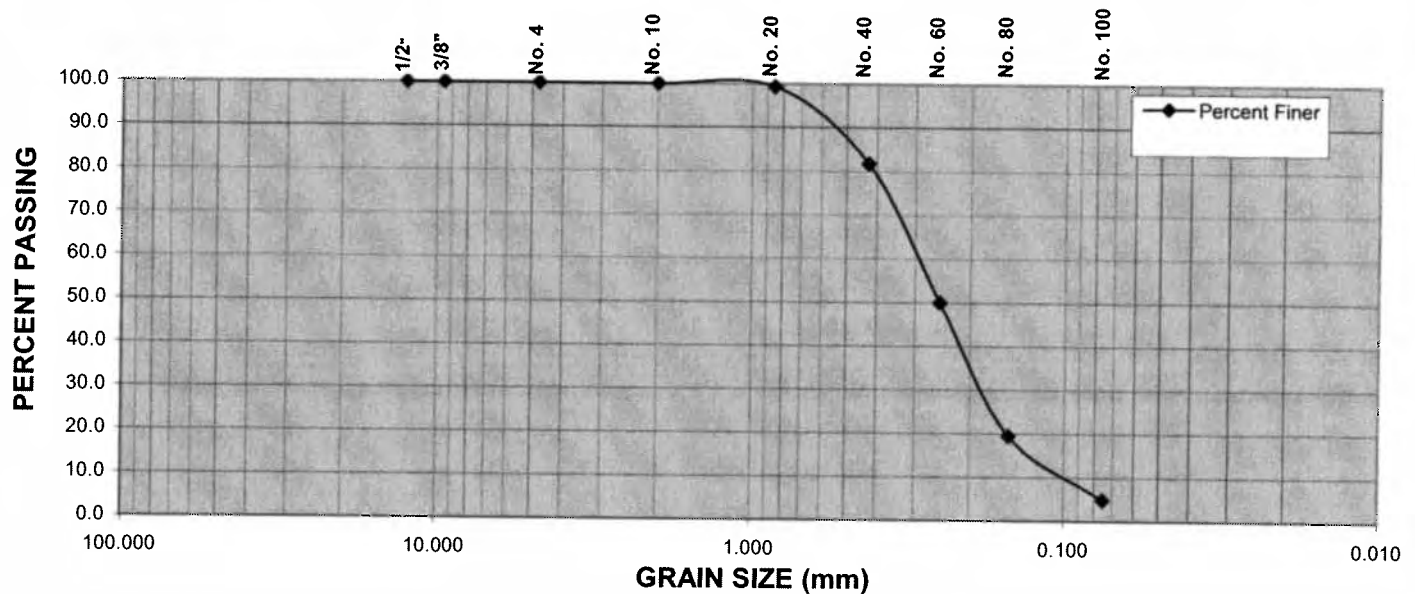
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SIEVE ANALYSIS REPORT (ASTM D-422)

PROJECT NAME: Fullerton Island, Jupiter, FL Proj. No. ERM11-12 PROJECT #: 11/033-4
 CLIENT NAME : PBC Dept of Environmental Resources Management
 SAMPLED BY : MA SAMPLE DATE : 10/26/2011 # OF SAMPLES: 3 of 4
 TESTED BY: WB DATE TESTED : 11/15/2011 SOURCE : In Place Material
 TLPB SAMPLE #: 37877 SAMPLE LOCATION: B-2, 8' - 10'
 INTENDED USE: Floating Docks REPORTED TO : Client
 SAMPLE DESCRIPTION : Dark Brown Fine SAND with Trace of Organics (SP-Poorly-graded Sand - OL- Organics)

U.S. Sieve Size	Opening Size (mm)	Cumulative mass retained (g)	Percent Finer
1/2"	12.50	0.00	100.0
3/8"	9.500	0.00	100.0
4	4.750	0.00	100.0
10	2.000	0.20	99.9
20	0.850	1.50	99.4
40	0.425	42.40	81.8
60	0.250	116.20	50.0
100	0.150	187.30	19.4
200	0.075	221.10	4.9
PAN	0.000	222.70	4.2



GRAVEL		SAND			SILTS AND CLAYS
COARSE	FINE	COARSE	MEDIUM	FINE	

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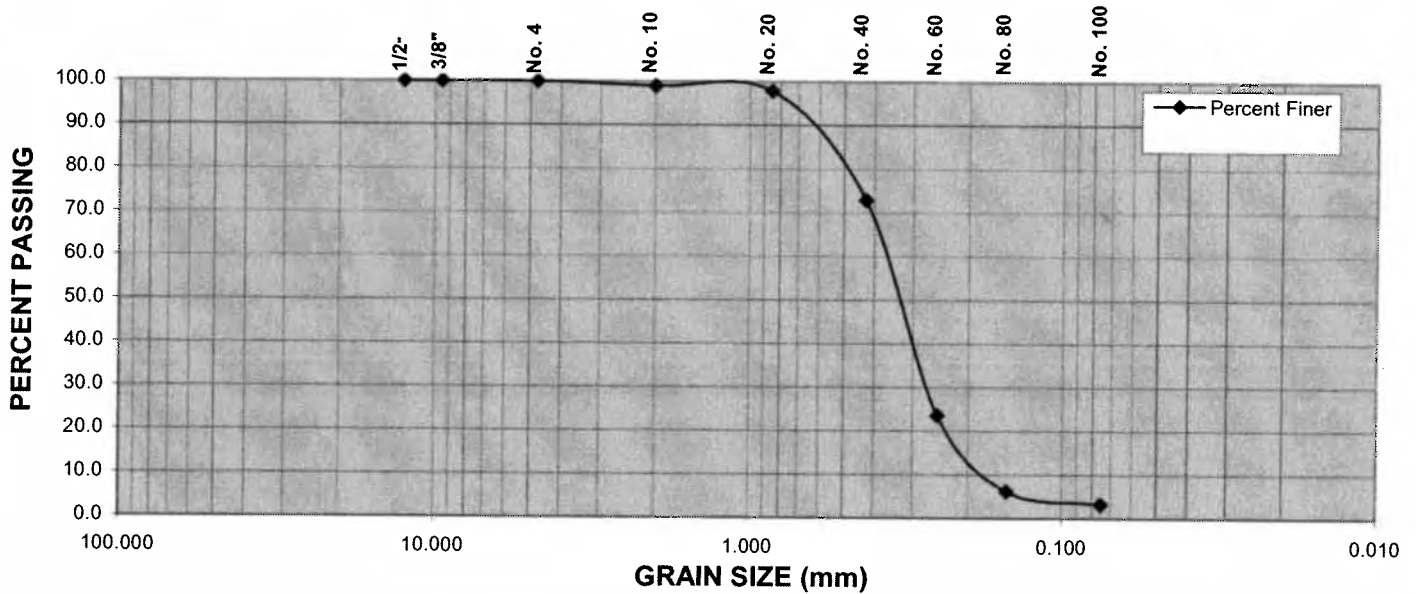
Testing Lab of the Palm Beaches, Inc.

GEOTECHNICAL*ENVIRONMENTAL*CONTRACT DRILLING*CONSULTING ENGINEERING*TESTING*INSPECTIONS
CA No. 663

SIEVE ANALYSIS REPORT (ASTM D-422)

PROJECT NAME: Fullerton Island, Jupiter, FL Proj. No. ERM11-12 PROJECT #: 11/033-4
 CLIENT NAME : PBC Dept of Environmental Resources Management
 SAMPLED BY : MA SAMPLE DATE : 10/26/2011 # OF SAMPLES: 4 of 4
 TESTED BY : WB DATE TESTED : 11/15/2011 SOURCE : In Place Material
 TLPB SAMPLE #: 37881 SAMPLE LOCATION: B-1, 5.5' - 6'
 INTENDED USE: Kiosk REPORTED TO : Client
 SAMPLE DESCRIPTION : Dark Brown Fine SAND with Trace of Organics (**SP-Poorly-graded Sand - OL- Organics**)

U.S. Sieve Size	Opening Size (mm)	Cumulative mass retained (g)	Percent Finer
1/2"	12.50	0.00	100.0
3/8"	9.500	0.00	100.0
4	4.750	0.00	100.0
10	2.000	0.90	99.0
20	0.850	1.90	97.8
40	0.425	23.90	72.8
60	0.250	67.30	23.5
100	0.150	82.60	6.1
200	0.075	85.20	3.2
PAN	0.000	85.30	3.1



GRAVEL		SAND			SILTS AND CLAYS
COARSE	FINE	COARSE	MEDIUM	FINE	

Z:\2011\Geotechnical\033-4 - Fullerton Island\Report[Sieve Analysis - 37881.xls]37881

PROFESSIONAL ENGINEERING SERVICES THROUGHOUT SOUTH FLORIDA SINCE 1961

421 So. "H" Street • Lake Worth, Florida 33460-4436 • Phone (561) 585-7515 • Fax (561) 585-7622
 Project No. 2014ERM01 TS Attachment B - 19

REPORT OF MATERIAL FINER THAN NO. 200 SIEVE IN AGGREGATE FM 1-T-011

PROJECT: Fullerton Island, Jupiter, FL Project No. ERM11-12
CLIENT: PBC Dept of Environmental Resources Mgmt. **FILE NO.:** 11/033-4
IDENTIFICATION MARKS: TLPB Sample No. 37879
SOURCE: In Place Material **NO. OF SAMPLES:** 1
SAMPLED BY: MA **TESTED BY:** WB
DATE SAMPLED: 10/26/11 **DATE TESTED:** 11/15/11
INTENDED USE: N/A **REPORTED TO:** Client
SPECIFICATIONS GOVERNING: N/A

TEST RESULTS

BORING NO.	DEPTH	% PASSING NO. 200 SIEVE
B-1	8' - 10'	3.6%



REPORT OF MATERIAL FINER THAN NO. 200 SIEVE IN AGGREGATE FM 1-T-011

PROJECT: Fullerton Island, Jupiter, FL Project No. ERM11-12
CLIENT: PBC Dept of Environmental Resources Mgmt. **FILE NO.:** 11/033-4
IDENTIFICATION MARKS: TLPB Sample No. 37880
SOURCE: In Place Material **NO. OF SAMPLES:** 1
SAMPLED BY: MA **TESTED BY:** WB
DATE SAMPLED: 10/26/11 **DATE TESTED:** 11/15/11
INTENDED USE: N/A **REPORTED TO:** Client
SPECIFICATIONS GOVERNING: N/A

TEST RESULTS

BORING NO.	DEPTH	% PASSING NO. 200 SIEVE
B-1	2' - 4'	2.3%



**DETERMINATION OF ORGANIC CONTENT IN SOILS BY LOSS ON IGNITION
(AASHTO T 267)**

PROJECT: Fullerton Island, Jupiter, FL Task Order ERM11-12

CLIENT: Palm Beach County ERM **FILE NO.:** 11/033-4

IDENTIFICATION MARKS: TLPB Sample # See Below

SOURCE: See Below **NO. OF SAMPLES:** 2

SAMPLED BY: MA **TESTED BY:** WB

DATE SAMPLED: 10/26/11 **DATE TESTED:** 11/15/11

INTENDED USE: In Place Material **REPORTED TO:** Client

SPECIFICATIONS GOVERNING: N/A

LOCATION	DEPTH	SAMPLE NO.	RESULT
B-1	4.0' - 5.5'	37878	19.3%
B-2	5.0' - 6.0'	37874	19.4%

ATTACHMENT C
CONTRACTOR'S DAILY REPORT

**FULLERTON ISLAND
PALM BEACH COUNTY PROJECT NO. 2014ERM01
DAILY FIELD REPORT**

DATE:

WEATHER CONDITIONS:

TIME	SUNNY	CLOUDY	RAIN
8AM			
12PM			
4PM			

COMMENTS:

EQUIPMENT ON SITE:

STAFF ON SITE:

SUBCONTRACTORS ON SITE:

ANY CONTACT WITH OTHER PERSONS (County, Agency or Public)? YES NO (circle one)

IF YES, DESCRIBE NATURE OF CONTACT:

WORK ACTIVITY:

ANY WORK DELAY? YES NO (circle one)

IF YES, PROVIDE DELAY JUSTIFICATION:

SIGNATURE OF SUPERINTENDENT: _____

(Attach additional forms or sheets as necessary)

ATTACHMENT 3

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

Project No.: 2014ERM01

Project Name: Fullerton Island Public Use Facilities

Bid Opening: August 5, 2014

I. Lowest responsive, responsible bidder:

Ferreira Construction Co., Inc.

II. Bidders, ranked from lowest to highest:

Bidder	Evaluated Bid Amount	SBE Participation	Business Location
1. Ferreira Construction Co., Inc.	\$ 322,052.00	2.91%	Regional
2. Tan Construction Services, Inc.	\$ 449,629.55	0%	PBC

N/E = Not Evaluated

III. Disqualified bidders:

Bidder	Reason
1. NONE	

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

All items were used.

V. Did SBE Participation affect bid ranking?

No.

VI. Did Local Preference affect bid ranking?

No.

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

No.

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

8/5/2014

Project No.: 2014ERM01

Project Name: Fullerton Island Public Use Facilities

Bid Opening: August 5, 2014

Contract Time: 180 calendar days

BASE BID ITEMS	QUANTITY	UNIT	ERM Estimate		Average of All Bids	Ferreira Construction Co., Inc.		Tan Construction Services, Inc.	
			UNIT COST	TOTAL COST		UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1 MOBILIZATION & DEMOBILIZATION	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 63,891.80	\$ 101,283.60	\$ 101,283.60	\$ 26,500.00	\$ 26,500.00
2 CONSTRUCTION SURVEYS & AS BUILT DRAWINGS	1	LS	15,000.00	15,000.00	13,485.00	17,400.00	17,400.00	9,570.00	9,570.00
3 PRESTRESSED 14" SQUARE CONCRETE PILINGS	404	LF	120.00	48,480.00	148.58	142.00	57,368.00	155.15	62,680.60
4 45' ALUMINUM GANGWAY	1	LS	45,000.00	45,000.00	26,775.00	15,550.00	15,550.00	38,000.00	38,000.00
5 SHADE SHELTER ROOF	1	LS	8,000.00	8,000.00	28,107.50	14,320.00	14,320.00	41,895.00	41,895.00
6 SHADE SHELTER BENCH	2	LS	500.00	1,000.00	1,740.00	1,740.00	3,480.00	1,740.00	3,480.00
7 4" THICK CONCRETE FLATWORK (WITH STEEL MESH) (INCL. COMPACTION & CONCRETE TESTING)	195	SY	68.00	13,260.00	162.50	122.00	23,790.00	203.00	39,585.00
8 CONCRETE LANDING WITH REINFORCEMENT	3	CY	800.00	2,400.00	9,474.50	1,699.00	5,097.00	17,250.00	51,750.00
9 INSTALL CONCRETE PICNIC TABLES (SUPPLIED BY OTHERS)	5	LS	500.00	2,500.00	3,058.00	666.00	3,330.00	5,450.00	27,250.00
10 INSTALL PREFABRICATED KIOSK (SUPPLIED BY OTHERS)	1	LS	900.00	900.00	822.50	610.00	610.00	1,035.00	1,035.00
11 CRUSHED AGGREGATE - NO. 1 SCREENINGS	120	TONS	50.00	6,000.00	360.63	105.00	12,600.00	616.25	73,950.00
12 SIGNAGE - ENTRANCE SIGN (MANUFACTURE & INSTALL)	1	LS	3,000.00	3,000.00	3,212.50	5,300.00	5,300.00	1,125.00	1,125.00
13 <i>SOPHORA TOMENTOSA</i> (NECKLACE POD) 3 GAL., 3' O.C.	14	EA	20.00	280.00	20.13	14.50	203.00	25.75	360.50
14 <i>ARGUSIA GNAPHALODIES</i> (SEA LAVENDAR) 3 GAL., 3' O.C.	8	EA	37.50	300.00	27.75	29.75	238.00	25.75	206.00
15 <i>SESUVIUM PORTULACASTRUM</i> (SEA PURSLANE) 1 GAL. 1'	27	EA	5.00	135.00	10.63	6.20	167.40	15.05	406.35
16 <i>IVA IMBRICATA</i> (BEACH ELDER) 1 GAL. 2' O.C.	122	EA	5.00	610.00	11.28	7.50	915.00	15.05	1,836.10
17 SIX SLIP FLOATING DOCK (MAIN DOCK, GANGWAY FLOAT, FINGER PIERS, MOORING CLEATS, PILE GUIDES, PILE ROLLERS)	1	LS	150,000.00	150,000.00	65,200.00	60,400.00	60,400.00	70,000.00	70,000.00
		BASE BID		\$ 346,865.00	\$ 385,840.78		\$ 322,052.00		\$ 449,629.55

ATTACHMENT 3

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



RECEIVED
AUG 19 2014
ENVIRONMENTAL RESOURCES MANAGEMENT

Office of
Small Business Assistance
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pbcgov.com/osba

DATE: August 18, 2014
TO: Daniel Bates, Deputy Director
Department of Environmental Resources
Management
Through: Allen Gray, Manager Office of Small Business
Assistance
FROM: Tanoy Williams, Compliance Specialist II
SUBJECT: Corrected Compliance Review on Project No.
2014ERM01
Fullerton Island Public Use Facilities

Palm Beach County
Board of County
Commissioners

Priscilla A. Taylor, Mayor
Paulette Burdick, Vice Mayor

Hal R. Valeche
Shelley Vana
Steven L. Abrams
Mary Lou Berger
Jess R. Santamaria

County Administrator (SB)
Robert Weisman

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

LOW BIDDER: FERREIRA CONSTRUCTION CO., INC.
100 SE Salerno Road
Stuart, FL 34997
Phone: 772-286-5123
Bid Opening: August 5, 2014
Bid Amount: \$322,052.00
Goal: 15% Overall
Goal Achieved: 2.91%

SBE Participation:
Sea Diversified \$9,400.00 2.91%

ATTACHMENT 4



2ND LOW BIDDER: **TAN CONSTRUCTION SERVICES, INC.**
801 Northpoint Parkway, Suite 5
West Palm Beach, FL 33407
Phone: 561-721-6444
Bid Amount: \$449,629.55
Goal: **15.00% Overall**
Goal Achieved: **0.00%**

SBE Participation:

(SB) ¹Tan Construction **\$0.00** **0.00%**

EVALUATION

The low bidder, **FERREIRA CONSTRUCTION CO., INC.**
has not met the SBE goal for this project.

The second low bidder, **TAN CONSTRUCTION SERVICES, INC.,**
has not met the SBE goal for this project.

cc: Tammy Fields, Chief Assistant County Attorney
File

¹ Vendor not SBE certified to perform the entire project and OSBA staff could not determine from the SBE schedules which line items to attribute to the vendor.