

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	<u>\$2,017,839</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$2,017,839</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?			Yes <u> X </u>	No _____	
Does this item include the use of federal funds?			Yes <u> X </u>	No _____	
Does this item include the use of state funds?			Yes <u> X </u>	No _____	

Budget Account No.:

Fund 3652 Department 381 Unit M040 Object 4630 Program _____
 Fund 3652 Department 381 Unit M033 Object 4630 Program _____

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

PBC ERM Beach Improvement Fund
 3652-381-M033 Emergency Beach Responses \$1,017,839
 3652-381-M040 Coral Cove Dune Restoration \$1,000,000

Additional funding will be requested from FEMA and FDEP and may offset the County's fiscal impact.

C. Department Fiscal Review: Spring

III. REVIEW COMMENTS

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

Shirley M. White 2/6/24
 OFMB DA 2/6

Brenda M. Gnach 2/8/24
 Contract Development and Control

B. Legal Sufficiency:

MS/ 2/9/24
 Assistant County Attorney

C. Other Department Review:

 Department Director



**Department of Environmental
Resources Management**

2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

(561) 233-2400

FAX: (561) 233-2414

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**Palm Beach County
Board of County
Commissioners**

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

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

**Coral Cove
Emergency Dune Restoration Contract
(Federalized)
Project No.: 2023ERM06**

**CONTRACT DOCUMENTS:
CONTRACT, EXHIBITS, CONDITIONS OF THE CONTRACT,
APPENDICES AND TECHNICAL SPECIFICATIONS**

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

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PROJECT# 2023ERM06
THIS IS AN EMERGENCY CONTRACT

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Certificate of Insurance

Public Construction Bonds

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CONTRACT

This is an Emergency Contract

THIS CONTRACT ("Contract") is made and entered into on February 1, 2024, between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" or "Owner" and EASTMAN AGGREGATE ENTERPRISES, LLC., a limited liability company, authorized to do business in the State of Florida, whose Federal Tax ID# is 20-1556749, hereinafter referred to as the "CONTRACTOR".

**PROJECT NAME: CORAL COVE EMERGENCY DUNE RESTORATION
(FEDERALIZED)
PROJECT NO. 2023ERM06**

In accordance with the Contract Documents and for the promises and mutual consideration specified herein, the Contractor hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees 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 including the Federal Requirements and in accordance with all applicable codes and governing regulations, within the time limit specified in the Notice to Proceed.

The parties agree that the Contract Documents consist of the following documents that are incorporated herein by reference:

- The Contract and any amendments or change orders thereto
- Exhibit A – Schedule of Payments
- Exhibit B – Instructions to Contractor and Representations
- Exhibit C – Federal Requirements
- Exhibit D – State of Florida Emergency Final Order
- Certificate of Insurance, Public Construction Bonds and Guarantee
- General Conditions
- Special Conditions
- Appendix A
- Technical Specifications, including Drawings and Plans

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of **two million, seventeen thousand, eight hundred thirty-eight dollars and seventy-four cents (\$2,017,838.74)**. The price is for the completed Work and all expense, 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 and/or license for the purpose of performing the specified

Work pursuant to the Contract. The time limit for the Substantial Completion of all Work under the Contract will be as stated in the Notice to Proceed. The date fixing the beginning of this period upon the calendar will be established and stated in the Notice to Proceed.

This Contract may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same contract.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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 an authorized official of the Contractor has made and executed this Contract on behalf of the Contractor. The Contractor represents that it is authorized to do business in the State of Florida and to execute this Contract on behalf of itself and its Surety.

ATTEST:

Palm Beach County, a political subdivision of the State of Florida, Board of County Commissioners, By Director, Environmental Resources Management

Shirley King
ERM Fiscal

Signed: *Deborah Drum*
Deborah Drum

APPROVED AS TO TERMS AND CONDITIONS

Date: 2-1-2024

BY: *Laura Thompson*
Laura Thompson

APPROVED AS TO LEGAL SUFFICIENCY

BY: /s/Yelizaveta B. Herman
County Attorney

WITNESS:

CONTRACTOR:

Harley Wilson
Signature

Eastman Aggregate Enterprises, LLC
Corporate Name

Harley Wilson
Name Printed

BY: *[Signature]*
Signature of Officer

Benward Eastman
Print Name

(Corporate Seal)

Its: *Managing Member*
Title

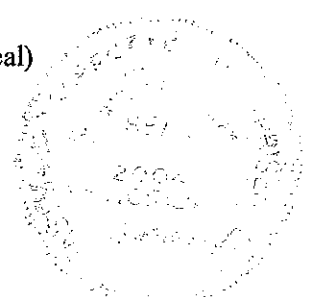


EXHIBIT A
SCHEDULE OF PAYMENTS
CORAL COVE
EMERGENCY DUNE RESTORATION CONTRACT (FEDERALIZED)
PROJECT NO. 2023ERM06

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	SITE PREPARATION & RESTORATION	CONSTRUCTION ACCESS	2	\$5,000.00	\$10,000.00
2	SCARP MANAGEMENT	LF	2,000	\$1.25	\$2,500.00
3	MAINTENANCE OF TRAFFIC	PER EVENT	1	\$2,800.00	\$2,800.00
4	CERTIFIED SAND QUALITY TESTING	SAMPLING	20	\$478.00	\$9,560.00
5	SUPPLY SAND	TON	45,195	\$16.25	\$734,413.88
6	TRANSPORT AND DELIVERY - FILL (FIRST TON MILE)	TON-MILE	45,195	\$2.25	\$101,688.08
7	TRANSPORT AND DELIVERY - FILL (ADDITIONAL TON MILE)	TON-MILE	2,707,162.53	\$0.35	\$947,506.89
ZONE 1C					
10	BEACH PLACE AND GRADE (>2000' FROM ACCESS)	TON	5,922	\$6.00	\$35,534.40
ZONE 1B					
9	BEACH PLACE AND GRADE (1000' - 2000' FROM ACCESS)	TON	9,488	\$4.98	\$47,249.24
ZONE 1A					
8	BEACH PLACE AND GRADE (<1000' FROM ACCESS)	TON	21,315	\$4.25	\$90,588.75
ZONE 2A					
8	BEACH PLACE AND GRADE (<1000' FROM ACCESS)	TON	8,470	\$4.25	\$35,997.50
TOTAL:					\$2,017,838.74

Additional ton-mile multiplier for line item #7 is 59.9.

Contract Time: Contractor must Substantially Complete all Work under this Contract in no more than **60 days** from Notice to Proceed.

Liquidated Damages: The Liquidated Damages rate is **\$825.00** per calendar day through the date of certification of Substantial Completion.

The Construction Incentive Program provisions of the General Condition 77 **are not** in effect for this Contract.

The Early Completion Incentive **is not** in effect for this Contract.



EXHIBIT B
INSTRUCTIONS TO CONTRACTOR AND REPRESENTATIONS
CORAL COVE
EMERGENCY DUNE RESTORATION CONTRACT (FEDERALIZED)

SECTION DESCRIPTIONS

1. **DEFINITIONS**
2. **LICENSES, BUSINESS TAX**
3. **CONTRACTOR'S REPRESENTATIONS**
4. **PAYMENT BOND, PERFORMANCE BOND AND INSURANCE**
5. **TIME**
6. **PUBLIC DISCLOSURE COMPLIANCE FEES**
7. **CONSTRUCTION INCENTIVE PROGRAM**
8. **EARLY COMPLETION INCENTIVE**
9. **LIQUIDATED DAMAGES**
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13. **RESERVED**
14. **FEDERAL REQUIREMENTS**
15. **DEPARTMENT SPECIFIC INSTRUCTIONS**

1.0 DEFINITIONS

Capitalized Terms not defined in these Instructions and Representations will have the meaning as defined in the Contract Documents.

1.1 The Contract Documents consist of the following documents, which are incorporated herein by reference:

- The Contract and any amendments or change orders thereto
- Exhibit A – Schedule of Payments
- Exhibit B – Instructions to Contractor and Representations
- Exhibit C – Federal Requirements
- Exhibit D – State of Florida Emergency Final Order
- Certificate of Insurance, Public Construction Bonds and Guarantee
- General Conditions
- Special Conditions
- Appendix A
- Technical Specifications, including Drawings and Plans

1.2 The term Contractor means the person or entity identified in the Contract. Contractor may mean the Contractor or its authorized representative as the contract context requires.

1.3 The term County or Owner means the Board of County Commissioners of Palm Beach County, Florida.

1.4 The term Day or Days means a calendar day or calendar days unless specifically stated otherwise in the Contract Documents. A calendar day begins at 12:00:00 midnight and ends 24 hours later at 11:59:59 p.m.

1.5 The term Department means the Palm Beach County, Department of Environmental Resources Management

1.6 The phrase “Governing Order of Contract Documents” means that the Contract Documents include various divisions, sections and conditions which are essential parts for the Work to be provided by the Contractor. 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 project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:

- The Federal Requirements (Exhibit C)
- The State of Florida Emergency Final Order (Exhibit D)
- The Contract and any amendments or change orders thereto
- Special Conditions
- General Conditions
- Instructions to Contractor and Representations (Exhibit B)
- Notice(s) to Proceed
- Certificate of Insurance, Public Construction Bonds and Guarantee

Technical Specifications, including Drawings and Plans Appendices

Detailed plans 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 Owner will resolve the conflict in any manner which is acceptable to Owner and which comports with the overall intent of the Contract Documents.

1.7 Palm Beach County, is a political subdivision of the State of Florida, as represented by its Board of County Commissioners (hereinafter called "County"). Where the word "approval" is mentioned, "approval" means action by the Board of County Commissioners, or designated representative.

1.8 The term **Work** as used herein refers to the construction and services required by the Contract Documents and includes all permits, labor, materials, equipment, and services provided by the Contractor to fulfill the Contractor's obligations.

2.0 LICENSES, BUSINESS TAX

2.1 Licenses. Contractor and any subcontractors of any tier regulated by the Florida Construction Industry Licensing Board or the Construction Industry Licensing Board of Palm Beach County must 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 execution of the contract. The Contractor and subcontractors, including specialty contractors, are required to have an active State Contractors Certification or an active Palm Beach County Certificate of Competency at time of contract execution.

2.2 Business Tax. The Contractor, subcontractors of any tier, and specialty contractors must have a valid Palm Beach County business tax receipt at the time of contract execution, except where provisions of F.S. 205.065 apply.

3.0 CONTRACTOR'S REPRESENTATIONS

3.1 General Representations. The Contractor represents that:

3.1.1 Contractor has satisfied itself, by personal examination of the location of the proposed Work and by thorough examination of the Contract Documents, that Contractor understands all requirements of the Work. In addition, Contractor has, to the extent Contractor determined to be necessary, satisfied itself regarding the accuracy of the estimate of the quantities of the Work to be done; and will not at any time after the execution of the Contract dispute or complain of such estimate nor the nature or amount of Work to be performed. Contractor is familiar with, and certifies that all Work will 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 the Contractor to be familiar with applicable laws, ordinances, rules and regulations will in no way relieve Contractor from the responsibility of complying with the applicable laws, ordinances, rules

and regulations.

3.1.2 Contractor acknowledges and understands that certain informational drawings and reports may be provided by the County for informational purposes only. Such informational reports and drawings are not part of the Contract Documents, but the Contractor may review the technical data contained therein for general information purposes only. The County does not represent that the conditions reflected in such informational reports and drawings are the conditions which Contractor will experience, but are based on best information available to the County.

3.1.3 Contractor assumes responsibility for having determined to its satisfaction, prior to the execution of the Contract, 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.

3.1.4 Contractor affirms that it has, at its own expense, performed any additional examinations, investigations, explorations, tests, 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, for the Project prior to execution of the Contract which may affect the cost, progress or performance of the Work and which the Contractor deems necessary to determine its price 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 will make no claims against the County or the Architect/Engineer of Record if upon carrying out the Work it finds that the actual conditions do not conform to those indicated.

3.1.5 On request, the County will provide Contractor access to the Site to conduct such investigations and tests as each Contractor deems necessary for determining its price. Upon completion of such field investigations and tests, Contractor must completely restore disturbed areas to a condition equal to or better than the conditions which existed prior to performance of the field investigations and tests.

3.1.6 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.

3.1.7 By execution of the Contract, the Contractor represents that its price for the Work 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.

3.1.8 The Contractor will not be entitled to any additional compensation or time extensions based upon alleged differing conditions that in the opinion of the Architect/Engineer of Record and/or the County should have been reasonably anticipated by the Contractor.

3.1.9 The Contractor 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 by an amount up to and including twenty-five percent (25%) of the quantity, without a change in the unit price, and reserves the right to delete any item, in its entirety, or to add additional items up to and including an aggregate total amount not to exceed fifteen percent (15%) of the contract price.

3.2 Public Entities Crimes/Convicted Bidder List. 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 F.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 Scrutinized Companies

3.3.1 As provided in F.S. 287.135, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.

3.3.2 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 Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List

created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.3.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, 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. Said certification must also be submitted at the time of Contract renewal, if applicable.

3.4 Non-Discrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Contractor warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

4.0 PAYMENT BOND, PERFORMANCE BOND AND INSURANCE

4.1 Bond Requirements. Unless waived by the County pursuant to the County's bond waiver policy PPM#, CW-F-016, the Contractor must 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 Contractor's usual sources provided the Surety is authorized to do business in the State of Florida.

Prior to execution of the Contract, and not later than fourteen (14) calendar Days after Notification from Owner, the Contractor must furnish the following to the Department, on the forms provided:

- Payment Bond and Performance Bond in the Amount of 100% of the Contract Price; and
- Guarantee.

Such Payment Bond and Performance Bond must 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.

The Surety Company, in addition to the above requirements, must be currently listed with the United States Department of Treasury for an amount greater than the contract amount. The Contractor, at the time of his execution of the contract, must provide, with its Payment Bond and Performance Bond, 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.

The bonds and guarantee must be written on forms included in the Contract Documents provided by the Department.

The Contractor must require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney.

4.2 Insurance Requirements. Prior to execution of the Contract and not later than fourteen (14) calendar Days after Notification from Owner, the Contractor must 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.

5.0 TIME

Time is of the essence in all Contract Documents. The Contractor, 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 Contract.

6.0 PUBLIC DISCLOSURE COMPLIANCE FEES

All fees including, but not limited to, certificate of occupancy fees, permit fees, and inspection fees normally payable by the Contractor to the Palm Beach County Building Division or to any other governmental agency by virtue of this Project will be paid for by the County upon 10 working days notification. Any subcontractor permit fees are the responsibility of the Contractor. 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 subcontractor 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 contract execution.

7.0 CONSTRUCTION INCENTIVE PROGRAM

If **Exhibit A** indicates that the Construction Incentive Program is in effect for this Contract, then the provisions of General Condition 77 will apply. If the Construction Incentive Program is not in effect for this Contract, then the provisions of General Condition 77 will be void and of no effect.

8.0 EARLY COMPLETION INCENTIVE

If **Exhibit A** indicates that the Early Completion Incentive is in effect for this Contract, then the following provisions will apply:

As an additional incentive to complete the Project in a timely manner, the Owner will pay the Contractor an incentive for early completion if the Contract is finally completed more than 30 Days ahead of schedule. The money will be due for every consecutive calendar Day the Contract is completed prior to the final completion date provided for herein. The Early Completion Incentive will be paid at the per diem rate set forth on **Exhibit A** and will be capped at forty-five days, i.e., in no event will the payment period of the Early Completion Incentive exceed a period of forty-five days.

9.0 LIQUIDATED DAMAGES

Owner and Contractor agree that time is of the essence in the performance of this Contract and agree that the damages which Owner will suffer in the event that Contractor finishes this Project after the substantial completion date set forth in the Contract are certain but will be difficult, if not impossible, to quantify. Therefore, Contractor and Owner agree that the rate(s) set forth on **Exhibit A** are a reasonable estimate of the amount of damages which Owner will suffer in the event Contractor does not achieve certification of substantial completion within the Contract Time (including any authorized extensions). Contractor and Owner agree that these liquidated damages will be assessed as damages, as provided in the Contract Documents, and that they are not, and will never be considered to be, a penalty.

10.0 RESERVED

11.0 CRIMINAL HISTORY RECORDS CHECK

The Contractor, the Contractor's employees, subcontractors of the Contractor, employees of subcontractors, and suppliers shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Contractor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Contractor acknowledges that its price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

Refer to Department Specific Instructions in this Section for applicability of criminal history records check for this Project.

Each individual undergoing a criminal justice background check is required to have his/her own unique email address in order to comply with security awareness training. If an employee of Contractor does not have his/her own unique email address, Contractor agrees to provide one to that employee.

Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the Contractor or its subcontractor terminates an employee who has been issued a badge, the Contractor must notify the County within 2 hours. At the time of termination, the Contractor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Contractor that; 1) does not comply with the requirements of County Code Section 2-371-2-377 as amended, 2) does not contact the County regarding a terminated Contractor employee or subcontractor employee within the stated time, or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

12.0 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in the 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 allowing access to records relating to a bid or any resulting contract. Failure to cooperate with the Inspector General shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, as may be amended, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

13.0 RESERVED

14.0 FEDERAL REQUIREMENTS

14.1 Federal Terms and Conditions Apply. This Contract will be funded in whole or in part with federal funds. The detailed federal representations and certifications and contract clauses are attached to these Instructions and Representations as **Exhibit C** (the "Federal Requirements"). Contractor must be familiar with the detailed Federal Requirements applicable to this Contract and must comply with the terms of the federal funding in effect at the time the Work is performed and must include the applicable Federal Requirements in all subcontracts for the Project. In the event of a conflict between contractual provisions, the Federal Requirements control. Contractor should be aware that since federal funds will be used on the Project the County's Local Preference Ordinances and EBO Ordinance and Living Wage will NOT apply to this contract or to any subcontracts.

14.2 Federal Requirements – Affirmative Steps. Contractor must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as subcontractors when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

15.0 DEPARTMENT SPECIFIC INSTRUCTIONS

This Project is subject to: Critical Facilities Background Check
 CJJ Facilities Background Check
 No Background Check

EXHIBIT C
FEDERAL REQUIREMENTS
CORAL COVE
EMERGENCY DUNE RESTORATION CONTRACT (FEDERALIZED)

Definitions: *County = Palm Beach County, a political subdivision of the State of Florida*
 FDEM = State of Florida Department of Emergency Management
 FEMA = Federal Emergency Management Agency, an Agency of the United
States *Department of Homeland Security,*
 DHS = Department of Homeland Security

1. Equal Opportunity.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or 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 to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor and all subcontractors of contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The DHS, FEMA, FDEM or County, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally – assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. Clean Air Act, Clean Water Act (for contracts exceeding \$150,000).

A. Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and the FDEM and understands and agrees that the County and FDEM will, in turn, report each violation as required to assure notification to the County, FDEM, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the FDEM and County and understands and agrees that the FDEM and County will, in turn, report each violation as required to assure notification to the FDEM, County, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Suspension and Debarment (Certification required).

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM serving as grantee and County as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed Bid or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 44 CFR Part 18 (as amended) (Certification required).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A completed certificate (attached hereto and titled Byrd Anti-Lobbying) is required in Contractor's sealed Bid or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means the People's Republic of China.

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- 4) Telecommunications or video surveillance equipment or services

produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. Department of the Treasury to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;
or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

8. Domestic Preference for Procurements.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. Access to Records.

The contractor agrees to provide County, FDEM, the FEMA Administrator, DHS, the Comptroller General of the United States, or any of their authorized representative's, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. Use of DHS Seal or Logo Prohibited.

The Contractor shall not use the DHS or FEMA or County seals, logos, crests, or reproductions of flags or likenesses of any DHS agency officials or County officials without specific FEMA and County preapproval.

11. FEMA Financial Assistance; Compliance with All Applicable Laws.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. Contractor agrees to comply with any and all applicable laws, rules and regulations of DHS, FEMA, County and the State, and/or the Federal government and in particular, such laws, rules, regulations and Executive Orders applicable to the receipt of Federal funding, which includes the DHS Standard Terms and Condition for grants and SF 424B and D which contain references to many cross-cutting Federal laws and regulations that may apply to a FEMA award. FEMA's grant award to County or FDEM, as may be applicable, for this disaster project, will contain all relevant federal laws, rules and regulations and is hereby incorporated herein by reference. In the event work is subcontracted, the Contractor agrees to include the requirements of this paragraph in all subcontracts made to perform this contract.

12. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the County, State, Contractor, or any other party pertaining to any matter resulting from the Contract.

13. Program Fraud and False or Fraudulent or Related Acts (31 U.S.C. Chapter 38).

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

14. Affirmative Socioeconomic Steps.

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

15. License and Delivery of Works Subject to Copyright and Data Rights.

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the

performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

16. Records Retention.

Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than five (5) years after the date of final payment or the date of termination or expiration of this contract, whichever is longer; except that in the event of litigation or settlement of claims arising from the performance of this contract, Contractor agrees to maintain same until the County, FDEM, FEMA, DHS, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

17. Notice of Federal Emergency Management Agency (FEMA) Reporting Requirements and Regulations.

- A. General. The FDEM and County are using Public Assistance grant funding awarded by FEMA to the State/FDEM and/or Palm Beach County to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under (major disaster or emergency) declaration FEMA requires County and the FDEM/State of Florida to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the FDEM and County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to FDEM, DHS and other entities.

(2) Contractor shall comply with all such reporting requirements as necessary to satisfy and comply with FDEM and FEMA award requirements. Failure to do so is a material breach of this Contract.

(3) Failure of FDEM and County to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this contract.

- B. Applicable Reporting Regulations and Policy. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, State and local statutes, regulations, requirements, policies, and other sources setting forth various reporting requirements, including County policies and procedures, and FEMA program policies including, but not limited to, Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, comparison of accomplishments to milestone objectives, and the reasons for delay or failed milestones.
- C. Financial Reporting. The FDEM is required to submit to the following financial reports to FEMA:

(1) Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project.

(2) Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

(3) Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

D. Performance Reporting. The FDEM and/or County is required to submit the following financial reports to FEMA:

(1) Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project for the applicable disaster declaration.

(2) Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

(3) Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

18. Third Party Claims.

Contractor hereby indemnifies and holds harmless: (a) the Federal Government, its employees and/or contractors; (b) the State of Florida, Division of Emergency Management, its employees and/or contractors; and (c) the County, its employees and/or contractors, from liability to third parties for claims asserted under this Contract. This section shall survive the termination or expiration of this Contract.

EXHIBIT D
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In re:

**EMERGENCY AUTHORIZATION FOR
REPAIRS, REPLACEMENT,
RESTORATION, AND CERTAIN
OTHER MEASURES MADE NECESSARY
BY HURRICANE NICOLE**

OGC NO. 22-2816

FIFTH AMENDED EMERGENCY FINAL ORDER

The State of Florida Department of Environmental Protection (Department) enters this Fifth Amended Emergency Final Order (Order), including Findings of Fact and Conclusions of Law, in response to the imminent and immediate danger to the public health, safety, and welfare of the citizens of the State of Florida caused by Hurricane Nicole (hereinafter "the Storm").

FINDINGS OF FACT

1. On November 7, 2022, the National Hurricane Center indicated that Subtropical Storm Nicole formed off Florida's East Coast. The Storm strengthened into a hurricane and made landfall near Vero Beach, Florida on November 10, 2022, with maximum sustained winds of 75 mph. The Storm moved across Florida's Peninsula and then north, impacting Florida's Big Bend and North Florida causing dangerous storm surge, heavy rainfall, flash flooding, strong winds, hazardous seas, tornado activity, and widespread damage throughout much of the State. The Storm poses a threat to the health, safety, and welfare to the communities, infrastructure, and citizens of the State of Florida. Accordingly, this Order shall apply to an area hereafter referred to as the "Emergency Area," which applies statewide excluding Bay County.

2. By State of Florida Executive Orders No. 22-253, 22-255, 22-256, 23-02, 23-48, 23-87, 23-133, 23-170, and 23-211, the Governor declared that a state of emergency exists throughout the Emergency Area based upon the serious threat to the public health, safety, and welfare posed by the Storm.

3. The Department finds that the effects of the Storm create a state of emergency posing an imminent danger to the public health, safety, welfare, and environment throughout the Emergency Area. As a result of the emergency, immediate action by the Department, Florida's citizens and government may be necessary to repair, replace, and restore structures, equipment, surface water management systems, works, and other systems damaged by the Storm.

4. The Department finds that an emergency authorization is required to address the need for immediate action because the normal procedures and restrictions for obtaining and providing the necessary funding and/or authorizations would not result in sufficiently timely action to address the emergency.

5. The Department finds that immediate, strict compliance with the provisions of the statutes, rules, or orders noted within this Order would prevent, hinder, or delay necessary action in coping with the emergency, and that the actions authorized under this Order are narrowly tailored to address the immediate need for action and are procedurally appropriate under the circumstances.

CONCLUSIONS OF LAW

1. Based on the findings recited above, it is hereby concluded that the emergency caused by the Storm poses an immediate danger to the public health, safety, or welfare and requires an immediate order from the Department.

2. Under State of Florida Executive Orders No. 22-253, 22-255, 22-256, 23-02, 23-48, 23-87, 23-133, 23-170, and 23-211 and Sections 120.569(2)(n), 252.36, and 252.46, Florida Statutes, the Secretary or designee of the Department is authorized to issue this Order.

3. Suspension of statutes and rules as noted within this Order is required so as not to prevent, hinder, or delay necessary action in coping with the emergency.

THEREFORE, IT IS ORDERED:

A. WASTE MANAGEMENT

Within the Emergency Area the Department waives Rules 62-761.405 and .700, and 62-762.411 and .701, F.A.C., to the extent necessary for:

1. Storage Tank Systems

a. Owners and operators of storage tank systems, regulated under Chapters 62-761 and 62-762, Florida Administrative Code, and their State of Florida licensed engineers and contractors, are authorized to make all necessary repairs to restore essential services and repair or replace (as necessary) all structures, equipment, and appurtenances of the systems to their pre-Storm permitted or registered condition without prior notice to the Department. Within 30 days of commencing the work of such repair or replacement, the owner or operator shall notify the Department in writing, describing the nature of the work, giving its Department Facility Identification Number for the location, and providing the name, address, and telephone number of the representative of the owner or operator to contact concerning the work.

b. Petroleum Contact Water: Owners and operators of underground petroleum storage tank systems impacted by the Storm are authorized to discharge petroleum

contact water, as defined in Rule 62-740.030, Florida Administrative Code, to impervious surfaces under the following conditions for only the first 30 days from the initial issuance date of this Order:

- (1) The total discharge shall not exceed 25 gallons in volume per facility;
- (2) There shall be no visible sheen, sludge or emulsion in the petroleum contact water; and
- (3) The discharge shall not reach a surface water of the state or stormwater management system.

The removal of petroleum contact water not meeting the above criteria shall be removed by vacuum truck for proper disposal pursuant to Chapter 62-740, Florida Administrative Code, or by separate authorization by contacting the Department's Division of Waste Management by mail at 2600 Blair Stone Road, Mail Station 4525, Tallahassee, Florida 32399-2400 or telephone at 850/245-8842.

2. Solid Waste Management

a. Pursuant to Section 403.7071, F.S., storm generated debris shall be managed at authorized staging areas or Disaster Debris Management Sites (DDMS) in accordance with the Division of Waste Management's Guidance for the Establishment, Operation, and Closure of Disaster Debris Management Sites.

b. The Department waives Rule 62-701.320(4), F.A.C., to the extent that permitted landfills, waste-to-energy facilities, and transfer stations which accept Storm-generated debris in accordance with the terms of this Order may accept Storm-generated debris for disposal or storage without the need to first modify existing solid waste permits

or certifications. Operators of landfills shall seek modifications of their existing permits to address any long-term impacts of accepting Storm-generated debris on operations and closure that are not addressed in existing permits. Long-term impacts are those which will extend past the expiration date of this Order. The requests for modification shall be submitted as soon as possible, but no later than the expiration date of this Order. No permit fee will be required for any modifications necessitated solely by the Storm cleanup activities. This paragraph does not authorize the permanent lateral or vertical expansion of any facility beyond its permitted limits. Domestic wastewater biosolids may be disposed of in Class I landfills even if such biosolids meet the definition of a liquid waste found in Rule 62-701.200(72), Florida Administrative Code, provided that such disposal is approved in advance by the Department and that the material is managed to the extent practicable so as to minimize liquid content, odors, and runoff.

c. Pursuant to Section 403.7071, Florida Statutes, open burning of Storm-generated debris is allowed provided it meets the following requirements and does not create a public nuisance. Please refer to the Division of Air Resource Management's Guidance on Site Selection Criteria for Open Burning Activities for additional information.

(1) An air curtain incinerator may be used at any staging area, permitted landfill, waste-to-energy facility, registered yard trash processing facility, or transfer station so long as the operator meets the operating requirements detailed in the Division of Air Resource Management's Air Curtain Incinerator Worksheet and does not create a public nuisance.

(2) Open pile burning may be conducted at any staging area other than staging areas located at permitted landfills or permitted disposal facilities so long as the operator

meets the operating requirements detailed in the Division of Air Resource Management's Open Pile Burning Worksheet and does not create a public nuisance.

3. Hazardous Waste Management

A blanket approval of time extensions under Rule 62-730.160, Florida Administrative Code, is necessary within the Emergency Area for hazardous waste generators for the storage of their hazardous wastes on-site, pending the cleanup of any Storm damage and restoration of essential services. The rules authorize a 30-day extension because of unforeseen and uncontrollable circumstances such as the Storm. Therefore, to avoid having to issue a potentially large number of individual approvals on a case-by-case basis and waste limited agency resources during the time of emergency, the Department authorizes a general extension of time of 30 days from the expiration of this Order for all such hazardous waste generators within the Emergency Area for the storage of their hazardous wastes on-site.

4. Mineral Oil Dielectric Fluid Discharges

A blanket approval of time extensions under Rule 62-780.550, Florida Administrative Code, is necessary within the Emergency Area for responding to and completing the cleanup of mineral oil dielectric fluid (MODEF) discharges from electric power generation, transmission, and distribution facilities damaged by the Storm within the Emergency Area. The Department authorizes a general extension of time of 30 days from the date of discovery of a nonpetroleum de minimis discharge (for a total of 60 days from the discovery of the discharge) for responding to and completing cleanup of MODEF discharges from electric power generation, transmission, and distribution facilities damaged by the Storm within the Emergency Area in accordance with the applicable

provisions of Chapter 62-780, Florida Administrative Code. However, all other provisions of Rule 62-780.550, Florida Administrative Code, such as the record-keeping requirements, shall apply.

B. AIR RESOURCE MANAGEMENT

Within the Emergency Area:

1. Open Burning Operations

a. Pursuant to Section 403.7071, Florida Statutes, open burning of storm-generated yard trash, other storm-generated vegetative debris, or untreated wood from construction and demolition debris is allowed provided it meets the following requirements and does not create a public nuisance. Please refer to the Division of Air Resource Management's Guidance on Site Selection Criteria for Open Burning Activities for additional information in preventing public nuisances.

(1) Air curtain incinerators may be used in the Emergency Area for a period of up to eight (8) weeks without a Department-issued air permit to combust storm-generated yard trash, other storm-generated vegetative debris, or untreated wood from construction and demolition debris so long as the operator meets the operating requirements detailed in the Division of Air Resource Management's Air Curtain Incinerator Worksheet and do not create a public nuisance.

(2) Local governments or their agents may conduct the open pile burning of Storm-generated yard trash, other Storm-generated vegetative debris, and untreated wood from construction and demolition debris at Department-authorized staging areas (other than staging areas located at permitted landfills or permitted disposal facilities), so

long as they meet the operating requirements detailed in the Division of Air Resource Management's Open Pile Burning Worksheet.

2. Asbestos

40 CFR Part 61, Subpart M does not apply to the renovations or demolitions of residential buildings with four or fewer dwelling units. Owners of these types of residential buildings may commence a renovation or demolition without notice to the Department. For more information on asbestos regulation, please review the Division of Air Resource Management's factsheets on Asbestos Emergency Cleanups and Asbestos Building Debris Cleanup.

3. Emergency Engines Exempt from Air Permitting Requirements

Reciprocating internal combustion engines in the Emergency Area may exceed the annual fuel consumption limitations in Rule 62-210.300(3)(a)35., Florida Administrative Code, without triggering the need to receive a Department-issued air permit if the engine is being used for disaster-related purposes. The owner or operator of such an engine shall exclude fuel consumed during the period covered by this Order from annual fuel consumption calculations.

C. WATER RESOURCE MANAGEMENT, RESILIENCY, AND COASTAL PROTECTION

Within the Emergency Area:

1. Environmental Resource, Dredge and Fill, and Surface Water Management Activities

a. No Notice Required

The Department waives Rule 62-330.020, F.A.C., to the extent that the following activities are authorized to be conducted under this Order without notification to the Department or water management district.

(1) Temporary and permanent repair or restoration of structures and drainage systems that are not completely destroyed to the conditions, dimensions, and configurations that were authorized or otherwise legally existing immediately prior to the Storm, provided the repair and restoration activities do not result in any expansion, addition, or relocation of the existing structure or systems, and provided any such structures or drainage systems in, on, or over state-owned submerged lands are water dependent. This may include the use of different construction materials or minor deviations to allow upgrades to current structural and design standards, or to replace a seawall with a rip rap revetment.

(2) The restoration (regrading, dredging, or filling) by local, regional, state, and federal governments of upland surfaces, wetlands, and submerged land contours to the conditions and configurations that were authorized or otherwise legally existing immediately prior to the Storm, provided the restoration does not result in any expansion or addition of land or deepening of waters beyond that which existed immediately prior to the Storm, subject to the following limits:

(a) The removal or deepening of plugs formerly separating canals from other waters is specifically not authorized by this Order;

(b) In the case of dredging, all excavated material shall either be deposited on uplands that are diked or otherwise sloped or designed to prevent any discharge into wetlands or other surface waters, or shall be used to restore bottom contours and shorelines to the conditions existing immediately prior to the Storm, subject to subparagraph B.2.a.(c) of this Order;

(c) In the case where upland or dredged material is placed in water to restore pre-existing conditions, only clean material (free from debris and pollutants) from the uplands that existed prior to the Storm may be used in the restoration, and no change (from the conditions that legally existed immediately prior to the Storm) in the slope of the land or the type, nature or configuration of any pre-existing shoreline stabilization materials is authorized (e.g., sloping revetments cannot be replaced with vertical seawalls, and rock riprap cannot be replaced with interlocking blocks);

(d) Best management practices and devices shall be used to prevent violations of state water quality standards for turbidity during the performance of restoration activities, in accordance with the guidelines and specifications in The Florida Stormwater, Erosion, and Sedimentation Control Inspectors Manual (Florida Department of Environmental Protection October 2018) <https://floridadep.gov/dear/florida-stormwater-erosion>, and the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Transportation and Florida Department of Environmental Protection July 2013) <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>. Best management practices also shall be used to prevent erosion and retain sediment of

all newly established or restored exposed shorelines during and after the restoration activities, which may include methods such as planting of temporary and permanent vegetation and placing of clean natural rock or concrete rubble riprap;

(e) Any fill that is deposited to restore a former shoreline, and any riprap that is used to stabilize a shoreline, must not be placed any farther waterward than the toe of slope of the shoreline that legally existed immediately prior to the Storm. If the pre-Storm shoreline was stabilized with a functioning seawall or riprap, the seawall or riprap may be restored at its former location or within 18 inches waterward of the location where the seawall or riprap legally existed immediately prior to the Storm, as measured from the face of the existing seawall slab to the face of restored seawall slab or from the front slope of the existing riprap to the front slope of the restored riprap; and

(f) This section (C.2.a.(2)) shall not constitute authorization to fill submerged lands owned by the Board of Trustees of the Internal Improvement Trust Fund, except as provided herein.

(3) Removal of debris, including sunken or grounded vessels, vegetation, and structural remains that have been deposited into waters, wetlands, or uplands by the Storm, where such removal **does not result** in filling of wetlands or other surface waters, or dredging that creates or expands surface waters. All removed materials must be deposited on self-contained uplands and must be managed in accordance with Department rules or provisions of this Order.

b. Field and Individual Authorization Required

(1) Field authorizations may be issued following a site inspection by Department or water management district personnel to restore structures and property to

authorized or otherwise legally existing conditions that existed immediately prior to the Storm, to recover property, protect property from further damage, maintain navigation or protect public health, safety, and welfare, when such activities are not otherwise authorized by statutory or rule exemptions or under paragraph C.2.a. of this Order. Specifically, field authorizations may be issued for:

(a) Activities including the replacement of structures that are completely destroyed;

(b) Structures and activities on state-owned submerged lands: non-water dependent structures and are authorized in a current sovereign submerged land lease with the Department may not be repaired, restored, or replaced when more than 50 percent of the structure or activity is lost (based on the cost to repair, restore, or replace the structure or activity);

(c) Restoration (regrading, dredging, or filling) of the contours of uplands, wetlands, and submerged bottoms by parties other than local, regional, state, or federal governments;

(d) Trimming or alteration of mangroves that threaten public health, safety, welfare or property, or that currently interfere with navigation;

(e) Removal of debris, including sunken or grounded vessels, vegetation, and structural remains, that has been deposited into waters, wetlands, or uplands by the Storm, the removal of which **requires** filling of wetlands or other surface waters, or dredging that creates or expands wetlands or other surface waters. Any wetlands or other surface waters that are dredged or filled to affect such removal must be restored to the contours and conditions that existed before the Storm; and

(f) Other activities determined by Department or water management district personnel as having the potential to result in only minimal adverse individual or cumulative impact on water resources and water quality.

(2) Field authorizations to replace structures shall not preclude the use of different construction materials or minor deviations to allow upgrades to current structural and design standards, including building codes, or to a more environmentally compatible design, as determined by the Department or water management district, than existed immediately prior to the Storm.

(3) Field authorizations may be requested by providing a notice to the local office of the Department or water management district containing a description of the work requested, the location of the work, and the name, address, and telephone number of the owner or representative of the owner who may be contacted concerning the work. Field authorizations also may be issued by Department or water management district personnel without prior notice. Field authorizations may not be issued unless requested on or before the expiration date of this Order, unless that date is modified or extended by further order. Written records of all field authorizations shall be created and maintained by Department and water management district personnel. Field authorizations may include specific conditions for the construction, operation, and maintenance of the authorized activities. Field authorizations issued prior to the effective date of this Order remain in effect for the duration specified in the field authorization but may be extended through written modification by the Department or water management district in accordance with the provisions of paragraph C.6.h. of this Order. Failure to comply with the conditions of

the field authorization may result in enforcement actions by the Department or water management district.

c. Activities occurring in State Assumed Waters (State 404)

This section applies to activities to abate Storm related emergency conditions conducted within the Emergency Area in State Assumed waters pursuant to Chapter 62-331, Florida Administrative Code. An Emergency Field Authorization (Rule 62-331.110, Florida Administrative Code) will be required for such activities that don't meet the exemption in 40 CFR § 232.3(c)(2).

2. Coastal Construction Control Line ("CCCL") Activities

This section applies to activities conducted within the Emergency Area seaward of the CCCL as established by Chapter 62B-26, Florida Administrative Code. Emergency Permits may be issued by the Division of Resilience and Coastal Protection pursuant to Rule 62B-33.014, Florida Administrative Code. A list of activities seaward of the CCCL that are exempt from CCCL permitting requirements is contained in Rule 62B-33.004, Florida Administrative Code, and Section 161.053(11), Florida Statutes. The Division of Resilience and Coastal Protection has developed a Public Information Handout to provide property owners with a concise explanation of activities that are authorized seaward of the CCCL in this Order. To obtain a copy, please visit the Coastal Construction Control Line Emergency Permits website at <https://floridadep.gov/rcp/coastal-construction-control-line/content/coastal-construction-control-line-emergency-permits>. You may also contact the Office of Resilience and Coastal Protection directly by email at CCCL@FloridaDEP.gov, by mail at 2600 Blair Stone Road, Mail Station 3522, Tallahassee, Florida 32399-3000, or by phone at 850/245-2094.

This Order constitutes the declaration of a shoreline emergency and activates emergency protection and permitting procedures established in s. 161.085 (3), Florida Statutes, and in Rules 62B-33.0051(5) and 62B-33.014, Florida Administrative Code.

The Department waives the local sponsor cost share requirement specified in Section 161.101, Florida Statutes, for emergency grants awarded to local governments during the term of this Order to repair or nourish the beach and dune systems damaged by the Storm.

In addition, to emergency protective measures that can be conducted under the above referenced statute and rules, this Order authorizes both the protection, repair or replacement of public infrastructure and a local government's ability to issue certain coastal construction permits in lieu of Department CCCL permits, subject to the conditions and limitations of this Order. Activities, activities that extend onto state owned lands of Florida seaward of the mean high water line or an Erosion Control Line that would typically require a permit pursuant to Sections 161.041 and/or 161.055, Florida Statutes, i.e., regulated under the Joint Coastal Permit program (JCP), are not authorized under this subsection. JCP activities are addressed separately in subsection C.3. of this Order.

a. Activities Undertaken by Local Governments, the Department of Environmental Protection, Florida Department of Transportation and Utility Companies

The Department waives Rules 62B-33.005 and .0051, F.A.C., to the extent that the following activities may be undertaken by local governments, agencies of the State of Florida, and utility companies to protect, repair, or replace structures and property without notice to the Department or water management district, subject to the limitations

below. Work performed under paragraph C.3.a. of this Order must be complete within one year of the issuance of this Order.

(1) Removal of Storm-generated debris. Prior to removing the debris and to the greatest extent possible, beach compatible sand should be separated from the debris and kept on-site. To prevent debris from becoming buried, all Storm-generated debris shall be removed to an appropriate upland disposal site landward of the CCCL prior to conducting any fill activities.

(2) The repair or replacement of the following public facilities: utilities, roads, beach access ramps, and dune walkover structures (see guidelines for construction of dune walkovers at <https://floridadep.gov/rcp/coastal-construction-control-line/documents/beach-and-dune-walkover-guidelines>).

(3) Return of sand to the beach and dune system that has been deposited upland by the Storm, and restoration of a dune system using beach compatible sand from an upland source. The material shall not cover any Storm-generated debris or construction debris. All fill material shall be sand that is similar to the pre-Storm beach sand in both coloration and grain size and be free of debris, rocks, clay, or other foreign matter and shall meet the specifications set forth by the Department for the location that the fill is being placed. Such specifications are available at <https://floridadep.gov/rcp/coastal-construction-control-line/content/coastal-construction-control-line-emergency-permits>. No sand may be obtained from the beach, near shore, or below the mean high water line seaward of the CCCL without specific written authorization from the Department.

b. Activities Requiring Local Authorization

Local governments are authorized to issue permits in lieu of Department permits to private and public property owners for the activities listed below in addition to the temporary protective measures described in section 161.085 (3), Florida Statutes, and Rule 62B-33.0051, Florida Administrative Code. Local governments shall notify the Department in writing within three (3) working days of permits issued under this section. The notification must be submitted to the Department by email to CCCL@FloridaDEP.gov. Work authorized by the local government must be complete within 90 days of issuance of the local government permit or within 90 days of the expiration date of this Order, whichever deadline occurs first.

(1) Repair or replacement of minor ancillary structures (such as stairs, landings, and HVAC platforms) and service utilities that are associated with the existing habitable structure. The repair of minor ancillary structures or service utilities shall not exceed the size of the original structure or service utility damaged or destroyed by the Storm. Repair of surviving beach/dune walkovers is authorized provided the structure is substantially intact and the repair adjusts the seaward terminus of the walkover to a more landward location to accommodate changes in the shoreline topography and native salt-resistant vegetation patterns. Viewing platforms as part of the walkovers may not be constructed on or seaward of the surviving or post-Storm rebuilt dune system or sandy beach, as specified in subparagraph C.3.c.(2)(d) of this Order.

(2) Permanent repair of foundations for buildings that have not been substantially damaged.

(3) The replacement or repair of caps and anchoring systems (or tiebacks) for seawalls or bulkheads.

(4) Restoration of a dune system damaged by the Storm using beach compatible sand from an upland source.

All fill material shall be sand that is similar to the pre-Storm beach sand in both coloration and grain size and be free of debris, rocks, clay, organic matter, or other foreign matter and shall meet the specifications set forth by the Department for the location that the fill is being placed. Such specifications are available at <https://floridadep.gov/rcp/coastal-construction-control-line/content/coastal-construction-control-line-emergency-permits>. No sand may be obtained from the beach, near shore, or below mean high water seaward of the CCCL without specific written authorization from the Department.

(5) Return of sand to the beach dune system which has been deposited upland by the Storm.

The recovered sand shall be free of debris and other foreign matter and shall not cover any Storm-generated debris or construction debris.

c. Other Activities

Actions taken by local governments, the Department's Division of Recreation and Parks, Florida Department of Transportation, and utility companies under paragraph

C.2.a. of this Order, and actions taken by local governments under paragraph C.2.b. of this Order, do not require additional permits from the Department.

3. Joint Coastal Permit Activities

This subsection applies to certain activities along the natural sandy beaches of the Atlantic Ocean, Gulf of Mexico or Straits of Florida that extend onto sovereignty lands of Florida, seaward of the mean high water line and are likely to have a material physical effect on the coastal system or natural beach and inlet processes, i.e., activities that are regulated under the JCP program, pursuant to Sections 161.041 and/or 161.055, Florida Statutes. The Department waives Rules 62B-41.005 and .0055, F.A.C., to the extent necessary so that:

a. In lieu of a normal JCP for activities summarized above, federal, state, or local governments may apply to the Office of Resilience and Coastal Protection, Beaches, Inlets and Ports Program for emergency authorizations to alleviate hazardous conditions resulting from the Storm that pose an immediate danger to life or limb, including sudden and unpredictable hazards to navigation. Applications for emergency authorizations shall meet the following criteria:

(1) The application must be received by the Department during the duration of this Order;

(2) The hazardous conditions are a result of the Storm identified in this Order and did not exist prior to the Storm;

(3) The proposed measures are limited to the minimum amount necessary to alleviate the hazardous conditions by temporarily stabilizing the structure or clearing the channel, until a JCP can be processed to address the long-term repair;

(4) Fill material shall not extend seaward of the mean high water line that existed immediately before the Storm;

(5) Navigational dredging shall not exceed channel depths, widths or alignment that existed immediately before the Storm;

(6) Reconstruction of non-water-dependent structures on sovereign submerged lands unless authorized in a current sovereign submerged lands lease issued by the Department is prohibited;

(7) Fill may only be placed seaward of the mean high water line to temporarily stabilize an upland structure if that structure is in danger of imminent collapse and was located behind the primary dune line prior to the Storm. The amount of fill allowed is the minimum necessary for the stabilization of the structure;

(8) The placement of fill may only extend the mean high water line seaward of the current (post-Storm) location if the applicant provides proof that the riparian owner(s) has obtained a disclaimer under Rule 18-21.019, Florida Administrative Code, (from the Department's Division of State Lands) for the proposed project site, a memorandum from the Department's Division of State Lands acknowledging the Storm-related occurrence of avulsion for the proposed project site, or documentation from the Department that a valid erosion control line has been established at the fill site;

(9) Any fill material placed on the beach shall meet the criteria for beach-quality sand in Rule 62B-41.007(2)(j), Florida Administrative Code;

(10) The proposed measures shall not cause water quality violations outside of the mixing zone, established pursuant to Rule 62-4.244, Florida Administrative Code; and

(11) The proposed measures shall not adversely affect hardbottom or coral reef communities, seagrass communities or functional marine turtle nesting habitat that existed before the Storm and shall not contribute to erosion of adjacent properties.

b. Emergency authorizations shall expire 90 days after issuance unless a written request for an extension of the expiration date is received and granted by the Department before this Order's expiration date. Any request for extension of an emergency authorization issued under this subsection must contain a reasonable schedule for when repair, restoration, or reconstruction will commence and ultimately conclude.

c. Application fees and noticing requirements shall be waived for projects that are eligible for this emergency authorization.

4. National Pollutant Discharge Elimination System Stormwater Construction Generic Permit

This subsection applies to any construction activity authorized by this Order that would require coverage under the Generic Permit for the Discharge of Stormwater Associated with Large and Small Construction Activities pursuant to Rule 62-621.300(4), F.A.C. The Department waives to Rule 62-621.300(4), F.A.C., to the extent that for these construction projects, operators of the sites, and their licensed engineers and subcontractors, are authorized to make all necessary repairs to restore essential services and repair or replace (as necessary) all structures to their pre-Storm permitted or registered condition without prior notice to the Department. All best management practices must be in accordance with the guidelines and specifications of the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida

Department of Transportation and Florida Department of Environmental Protection July 2013) <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>. Within 30 days of commencing the work of such repair or replacement, however, the owner or operator shall submit to the Department a completed Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities [Form Number 62-621.300(4)(b)], which can be found at <https://floridadep.gov/water/stormwater/content/construction-activity-cg>.

5. Onsite Sewage Treatment and Disposal System Activities

This section applies to regulatory requirements within the Emergency Area for onsite sewage treatment and disposal systems (OSTDS), commonly referred to as septic systems. Under the direction of the Department, certain regulatory services, such as permitting and inspections, are implemented by the Florida Department of Health's local county health departments (DOH-CHDs) by virtue of the Interagency Agreement, effective July 1, 2021. This Order grants relief for the following activities and standards governed under Sections 381.0065 – 381.0067, Florida Statutes, and Chapter 62-6, Florida Administrative Code:

a. Portable Restrooms, Mobile Restrooms, Mobile Shower Trailers, and Portable Holding Tanks: The Department waives during the effective period of this Order, the prohibitions of Rule 62-6.0101(7)(a), Florida Administrative Code, which forbids the use of portable restrooms, mobile restrooms, mobile shower trailers, or portable holding tanks for use with permanent structures. During this emergency period, such use is allowed in the Emergency Area as follows:

(1) In situations where the existing OSTDS is damaged or not operational due to the Storm.

(2) The use of the portable restrooms, mobile restrooms, mobile shower trailers, or portable holding tanks must not extend beyond 120 days after the end of this Order, except in the event a system construction permit has been issued to repair the damaged system within this 120-day period, the use of the portable restrooms, mobile restrooms, mobile shower trailers, or portable holding tanks must not extend beyond the expiration date of the issued system construction permit.

(3) The use of portable holding tanks must be in accordance with the tank capacity and service requirements described in Rule 62-6.0101, Florida Administrative Code.

b. Temporary Covering of Installations: When a contractor has installed a system, which has not yet been inspected and approved for covering per Rules 62-6.003(2) and (3), Florida Administrative Code, the following criteria apply. During the effective period of this Order, a contractor may cover a system with earth prior to approval for the purposes of protecting the system from the Storm provided the system is completely uncovered for the required inspection(s) after the Storm. The contractor must, within 36 hours of covering a system, notify the DOH-CHDs in writing that the system has been covered for purposes of protecting the system from the Storm. The notification must provide the permit number, that the system will be uncovered for inspection(s), and that the system will not be placed into use until the Department grants Final Installation Approval per Rules 62-6.003(2) and (3), Florida Administrative Code.

6. General Conditions

a. All activities conducted under subsections C.2., C.3., C.4., and C.5. of this Order shall be performed using appropriate best management practices. For activities conducted in, or discharging to, wetlands or other surface waters, best management practices include properly installed and maintained erosion and turbidity control devices to prevent erosion and shoaling, control turbidity, and prevent violations of state water quality standards and protect the functions provided by wetlands and other surface waters to fish, wildlife, and listed species.

b. The authorizations in subsections C.2., C.3., C.4., and C.5. of this Order shall not apply to structures and associated activities that were not legally existing or otherwise properly authorized by all applicable agencies before the passage of the Storm.

c. Applicable environmental resource, surface water management, dredge and fill, JCP, or CCCL permits shall be required following provisions of statute and rule for other activities not authorized in this Order that do not otherwise qualify as an exempt activity under statute or rule.

d. The nature, timing, and sequence of construction authorized under this Order shall be conducted in such a manner as to provide protection to, and so as to not disturb, dune features, native salt-resistant vegetation, and listed species and their habitat, including threatened or endangered sea turtles, endangered manatees, endangered beach mice, endangered plant communities, and migratory shorebirds. If activities conducted under subsection C.2. and C.3. of this Order occur during the marine turtle nesting season (March 1 through October 31 in Brevard, Indian River, St. Lucie, Martin, and Broward counties, May 1 through October 31 in all other coastal counties within the state), such activities must be coordinated with the Florida Fish and Wildlife

Conservation Commission's Imperiled Species Management Section to ensure that all activities comply with state and federal requirements for the protection of sea turtles, their nests, hatchlings, and nesting habitat.

e. Nothing in this Order authorizes the taking, attempted taking, pursuing, harassing, capturing or killing of any species (or the nests or eggs of any species) listed under Chapter 68A-27, Florida Administrative Code, or the federal Endangered Species Act.

f. Persons are advised that all structures that are rebuilt under subsection B.2. of this Order should be rebuilt in accordance with all applicable local, state, and federal building standards and requirements of the Federal Emergency Management Agency.

g. It is recommended that, where possible, owners of property should maintain documentation (such as photos) of the condition of the structures or lands as they existed prior to initiating any activities authorized under this Order and should provide such documentation to the Department if requested to do so.

h. Activities authorized under subsection C.2. of this Order must be completed as follows:

(1) Within one year from issuance of this Order, for activities that qualify under the No Notice provisions of paragraph B.2.a. of this Order;

(2) By the date specified in the field authorization for activities that qualify under the provisions of subparagraph C.2.b.(1) of this Order. However, the deadline for completing such activities may be extended if a written request with accompanying documentation as described below is submitted by the person(s) authorized in the field authorization and received by the District Office of the Department that issued the field

authorization at least 30 days prior to expiration of the field authorization. Such request must be accompanied by a statement that contractors or supplies are not available to complete the work, or that additional time is needed to obtain any required authorization from the U.S. Army Corps of Engineers. Such permittee should maintain a list of contractors that have been contacted and a record of supplies that are on backorder as needed to demonstrate compliance with this provision.

7. Authorization to Use State-Owned Submerged Lands

The Department has been delegated by the Board of Trustees of the Internal Improvement Trust Fund the authority to grant the following authorizations to use state-owned submerged lands, that is, lands lying waterward of the line of mean high water, erosion control line or ordinary high water line, in association with the structure or activity subject to repair, restoration, removal, or replacement authorized in this section. The Department waives Rule 18-21.005, F.A.C., to the extent that:

a. Except as provided in paragraphs C.7.b., C.7.c., and C.7.d. of this Order, and subsection D.1. of this Order, activities authorized under this Order involving the repair, replacement, or restoration of the activities and structures, and the removal of debris located on submerged lands owned by the state that do not qualify for consent by Rule 18-21.005(1)(b), Florida Administrative Code, are hereby granted a Letter of Consent under Rule 18-21.005(1)(c), Florida Administrative Code, provided:

(1) Such repair, restoration, replacement, or removal is conducted in accordance with the terms, conditions, and limitations of this Order;

(2) The structure or activity subject to repair, restoration, or replacement was authorized by the Board of Trustees of the Internal Improvement Trust Fund prior to the Storm, or was otherwise legally existing immediately prior to the Storm;

(3) The activities are conducted solely to repair, restore, or replace structures or land that was damaged by the Storm, or to remove debris resulting solely from the Storm;

(4) The structures and activities are repaired, restored, or replaced in the same location and configuration as was authorized by the Board of Trustees of the Internal Improvement Trust Fund or which otherwise legally existed immediately prior to the Storm; and

(5) All the terms and conditions of Rule 18-21.005(1)(b) or 18-21.005(1)(c), Florida Administrative Code, as applicable, are met (including certain restrictions for activities performed within aquatic preserves and Monroe County), and provided that activities that require an easement under Rule 18-21.005(1)(f), Florida Administrative Code, must obtain the applicable state-owned submerged lands easement under Chapter 18-21, Florida Administrative Code, within one year of expiration of this Order. This Order does not limit the provisions of those statutory and rule provisions.

b. Non-water dependent structures that are authorized in a current sovereign submerged lands lease with the Department are not authorized to be repaired, restored, or replaced when more than 50 percent of the structure or activity is lost (based on the cost to repair, restore, or replace the structure or activity).

c. Water-dependent structures that were legally existing immediately before the Storm but not in conformance with the current criteria of Chapters 18-18, 18-20, or

18-21, Florida Administrative Code, as applicable, may be repaired, restored, or replaced to the footprint that existed immediately before the Storm, but shall, to the greatest extent practicable, be repaired, restored, or replaced to meet the current criteria of Chapters 18-18, 18-20, and 18-21, Florida Administrative Code, as applicable, with respect to design features such as the elevation of decking surfaces and the spacing of deck planking.

d. This Order does not authorize the reconstruction or repair of unauthorized structures.

8. Water and Wastewater Plants and Collection and Distribution Systems

The Department waives Rule 62-620.301, F.A.C., so that:

a. Owners and operators of water and wastewater plants and collection and distribution systems, and their licensed engineers and contractors, are authorized to make all necessary repairs to restore essential services and repair or replace (as necessary) all structures, equipment, and appurtenances of the plants and systems to their pre-Storm permitted or registered condition without prior notice to the Department. Within 30 days of commencing the work of such repair or replacement, however, the owner or operator shall notify the Department in writing, describing the nature of the work, giving its location, Department Facility Identification Number, and providing the name, address, and telephone number of the representative of the owner or operator to contact concerning the work.

b. Owners and operators of underground injection control Class V Group 6 lake level control wells in existence and functioning immediately before the Storm are authorized, without prior permission by the Department, to lower the intake structure to allow a greater volume of lake water to flow down the wells when not to do so would result

in immediate flooding of structures not usually inundated by such lake waters. Within 72 hours of lowering said structures, written notice shall be provided to the District Office of the Department in which the structure is located.

c. Owners and operators of drinking water plants and their licensed engineers and contractors are authorized to utilize a U.S. Environmental Protection Agency "mobile laboratory" not previously certified in drinking water or non-potable water by the Department of Health under Rule 62-160.300, F.A.C., to perform such drinking water analyses as required in Rule 62-550.550(2), F.A.C., for purposes of determining compliance with acute public health threats like E. coli or total coliform. At a minimum, the mobile laboratory must meet requirements of the DEP Quality Assurance rules for sample collection (Rule 62-160.210, F.A.C.), sample preservation and holding times (Rule 62-160.400, F.A.C.), use of approved analytical methods (Rule 62-160.320, F.A.C.), and laboratory documentation and reporting (Rule 62-160.340, F.A.C.).

9. Suspension of Fees

For those activities noted above, subject to the limitations, duration, and other provisions of this Order, the following application fee, base fee, and minimal annual lease fee requirements of Sections 161.041, 161.053, 161.0535, 161.055, 373.109, 253.01, 253.03, 403.518, 373.026, 373.043, 373.109, 373.4131, 373.414, 373.418, 373.421, 381.0065, 381.0066, 403.061, 403.087, 403.704(30), 403.805, Florida Statutes, and Chapters 18-18, 18-20, 18-21, 62-4, 62B-33, and 62B-41, Florida Administrative Code, shall be suspended as follows:

a. For structures and activities authorized under paragraphs C.2.a. or C.3.a. of this Order, the lessee may submit a written request to the Division of State Lands, by

mail at 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000, to waive applicable lease fees. In such cases, the owner must identify and document (such as with currently dated photographs) the area (in square feet) of the structure or facility that is no longer useable. When such documentation is received, and deemed sufficient, lease fees will be waived, but only for that portion of the structure that is no longer useable.

b. When the restoration or replacement of individual structures (such as a dock or pier) or entire facilities (such as marinas) on state-owned submerged lands that are completely destroyed is authorized by a field authorization under paragraph C.2.b. of this Order, applicable lease fees will be waived for the duration described in paragraph C.9.c. of this Order.

c. Lease fees that are waived under paragraphs C.9.a. or C.9.b. of this Order will be waived only for the duration of this Order (including subsequent extensions thereto) unless otherwise provided in a field authorization issued under paragraph C.2.b. of this Order, or until the repairs, restoration or replacement commences, whichever is earlier. The duration of the waiver of suspension of lease fees may be extended beyond the duration of this Order (including subsequent extensions thereto) or beyond the date specified in a field authorization issued under paragraph C.2.b. of this Order, upon a written request by the lessee to extend the waiver of the lease fees. Such request must be received by the Division of State Lands before the expiration of this Order (or extensions thereto) or before the date specified in the field authorization (whichever date is later), and must be accompanied by a signed statement that construction has not yet commenced because contractors or supplies are not available to commence the

necessary repairs, restoration or replacement, or because additional time is needed to obtain any required authorization from the U.S. Army Corps of Engineers or local government. Such request for extension of the waiver of lease fees must also contain a reasonable schedule for when repair, restoration, or replacement will commence.

d. In all cases where lease fees are waived under paragraph a. above, the lessee must notify the Division of State Lands, at the address stated in paragraph C.9.a. of this Order, of the time repair, restoration, or replacement construction commenced.

D. GENERAL PROVISIONS

1. General Limitations

The Department issues this Order solely to address the emergency created by the Storm. This Order shall not be construed to authorize any activity within the jurisdiction of the Department except in accordance with the express terms of this Order. Under no circumstances shall anything contained in this Order be construed to authorize the repair, replacement, or reconstruction of any type of unauthorized or illegal structure, habitable or otherwise. This Order does not convey any property rights or any rights or privileges other than those specified in this Order.

2. Suspension of Statutes and Rules

Within the Emergency Area, the requirements and effects of statutes and rules which conflict with the provisions of this Order are suspended to the extent necessary to implement this Order.

To the extent that any requirement to obtain a permit, lease, consent of use, or other authorization is waived by this Order, it should also be construed that the procedural requirements for obtaining such permit, lease, consent of use or other authorization,

including requirements for fees and publication of notices, are suspended for the duration of this Order, except as provided in subsection C.8. of this Order

3. Review of Requests for Field Authorizations

It is the intent of the Department to act on requests for field authorizations in a timely and expeditious manner. The Department may require the submission of additional information as is necessary.

4. Other Authorizations Required

This Order only provides relief from the specific regulatory and proprietary requirements addressed herein for the duration of the Order and does not provide relief from the requirements of other federal, state, water management district or local agencies. This Order therefore does not negate the need for the property owner to obtain any other required permits or authorizations, nor from the need to comply with all the requirements of those agencies. This Order does not provide relief from any of the requirements of Chapter 471, Florida Statutes, regarding professional engineering.

Activities subject to federal consistency review that are emergency actions necessary for the repair of immediate, demonstrable threats to public health or safety are consistent with the Florida Coastal Management Program if conducted in strict conformance with this Order.

5. Extension of time to comply with specified deadlines

For facilities and activities regulated by the Department in the Emergency Area, this Order extends by 30 days the time to comply with the following specified deadlines that occur between the date of issuance of this Order and the expiration of this Order:

a. The time deadlines to conduct or report periodic monitoring or any other similar monitoring that is required by a permit, lease, easement, consent of use, letter of consent, consent order, consent agreement, administrative order, or other authorization under Chapters 161, 253, 258, 373, 376, 377, 378, 381, or 403, Florida Statutes, and rules adopted thereunder, except for monitoring required under federally-mandated air permit conditions pursuant to 40 CFR Parts 60, 61, 63, and 75;

b. The time deadlines to file an application for an extension of permit duration or renewal of an existing permit, lease, easement, consent of use, letter of consent, license, or other authorization under Chapters 161, 253, 258, 373, 376, 377, 381, or 403, Florida Statutes, and rules adopted thereunder, except for air permits issued under Title V of the Clean Air Act;

c. The time deadlines to file an application for an operation permit under Chapters 161, 253, 258, 373, 376, 377, 381, or 403, Florida Statutes, and rules adopted thereunder, except for air permits issued under Title V of the Clean Air Act;

d. The expiration date for an existing permit, lease, consent of use, license, or other authorization under Chapters 161, 253, 258, 373, 376, 377, 381, or 403, Florida Statutes, and rules adopted thereunder, except for air permits issued under Title V of the Clean Air Act; and

e. The time deadlines to obtain a permit for and commence construction of the initial phase of a system for which a conceptual permit was issued pursuant to Part IV of Chapter 373, Florida Statutes, or Sections 403.91 – 403.929, Florida Statutes, and rules adopted thereunder.

6. Permit Extensions During States of Emergency

The public is advised that Section 252.363, Florida Statutes, provides for tolling and extending the expiration dates of certain permits and other authorizations following the declaration of a state of emergency. Affected permits include authorizations granted by the Department, water management district or delegated local government, pursuant to part IV of Chapter 373, Florida Statutes, except for authorizations granted under the State 404 Program, Chapter 62-331, Florida Administrative Code.

The extension provisions of Section 252.363, Florida Statutes, do not apply to:

a. Permits that:

(1) Authorize activities that occur outside the geographic area affected by the declaration of a state of emergency;

(2) Include authorization under a programmatic or regional general permit issued by the U.S. Army Corps of Engineers;

(3) Are held by a permittee in significant non-compliance; or

(4) Are subject to a court order specifying an expiration date or buildout date that would conflict with the extensions granted in this section.

b. State-owned submerged lands authorizations under Chapters 253 or 258, Florida Statutes.

c. Formal determinations of the landward extent of wetlands and other surface waters.

d. Exemptions and verifications of exemptions from permitting criteria.

e. Permits and other authorizations issued under Chapter 161 (including JCP permits), Chapter 373 (except for permits issued under Part IV described above), Chapter 376, and Chapter 403, Florida Statutes.

To receive an extension under Section 252.363, Florida Statutes, the holder of a valid, qualifying permit must notify the authorizing agency in writing within 90 days of the expiration of a declaration of emergency, as established via a State of Florida Executive Order. The duration of the tolled period remaining to exercise the rights under a permit shall be equal to six (6) months in addition to the duration of the declaration of emergency.

7. Deadlines for Agency Actions

For each of the following offices, any deadlines specified in statutes, rules, agreements, or Department orders, under which the Department is required by law to take action within a specified time period, and under which failure by the Department to timely take such action could result in any type of default binding on the Department (including the time to request additional information on permit applications), are hereby suspended and tolled for a period of 30 days, provided such deadline had not expired as of the effective date this Order:

a. Each Department office and delegated local program that sustains within its geographic boundaries any significant physical damage occurring as a direct result of the Storm. This includes Department offices located outside the impacted area that perform any of their duties in the impacted area; and

b. Any office of the Department not directly impacted by the Storm if that office has deployed staff to any District Office of the Department or delegated local program

specified above, or to any water management district office in an impacted area, to assist in Storm relief efforts or to supplement the normal personnel in those impacted offices.

8. Expiration Date

This Order shall take effect immediately upon execution and shall expire upon expiration or rescission of EOs 22-253, 22-255, 22-256, 23-02, 23-48, 23-87, 23-133, 23-170, and 23-211 as modified or extended.

9. Violation of Conditions of Emergency Final Order

Failure to comply with any condition set forth in this Order shall constitute a violation of a Department Final Order under Chapters 161, 253, 258, 373, 376, 377, 378, 381, and 403, Florida Statutes, and enforcement proceedings may be brought in any appropriate administrative or judicial forum.

10. Applicability to Delegated Programs

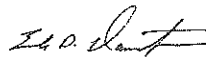
The provisions of this Order apply in those cases where a water management district, local government, or other entity is acting for the Department in accordance with a delegation agreement, operating agreement, or contract. Such water management district, local government, or other entity shall comply with the terms of this Order to the extent that it is acting as an agent of the Department. This Order does not apply in those cases where a water management district, local government, or other entity is acting under its own independent authority.

NOTICE OF RIGHTS

Pursuant to Section 120.569(2)(n), Florida Statutes, any party adversely affected by this Order has the right to seek an injunction of this Order in circuit court or judicial review of it under Section 120.68, Florida Statutes. Judicial review must be sought by filing 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 by mail at 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 after this Order is filed with the Clerk of the Department.

DONE AND ORDERED on this 3rd day of November 2023, in Tallahassee, Florida.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Digitally signed by Shawn Hamilton
Date: 2023.11.03 13:37:49 -04'00'

Shawn Hamilton, Secretary
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

FILED on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Lea Crandall
CLERK

Digitally signed by Lea Crandall
Date: 2023.11.03 14:27:56
-04'00'

November 3, 2023
DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

- 1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
- 2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a.** Fire;
- b.** Explosion;
- c.** Lightning;
- d.** Smoke resulting from such fire, explosion, or lightning; or
- e.** Water;

unless Exclusion **f.** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

(b) That is insurance for "premises damage";
or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
 - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
 - c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.
- I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

COMMERCIAL AUTO

name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**;

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

COMMERCIAL AUTO

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV - BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

COMMERCIAL AUTO

- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
5. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



bbb

inc.

Bob Barra Bonds, Inc.

January 19, 2024

Palm Beach County Board of County Commissioners
2300 Jog Road
West Palm Beach, FL 33411

RE: Eastman Aggregate Enterprises, LLC
Project: Coral Cove Emergency Dune Restoration Contract
Bond: PB12507100018

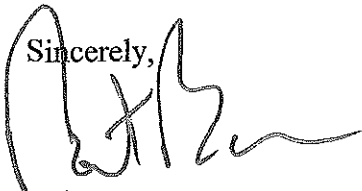
To Whom It May Concern,

We have executed the enclosed bonds on behalf of the above captioned contractor in favor of Palm Beach County Board of County Commissioners .

Please accept this letter as authorization to add the contract date and the Resolution Number to the enclosed Performance Bond and Payment bond for the captioned project. Also, please accept this letter as authorization to add the date the Guarantee .

Please do not hesitate to contact our office should you have any questions in this regard.

Sincerely,



Robert Barra
Attorney In Fact
Philadelphia Indemnity Insurance Company

PUBLIC CONSTRUCTION BOND (PAYMENT)

BOND NUMBER: PB12507100018 CONTRACT R#: _____
BOND AMOUNT: \$2,017,838.74
CONTRACT AMOUNT: \$2,017,838.74

CONTRACTOR'S NAME: Eastman Aggregate Enterprises, LLC
CONTRACTOR'S ADDRESS: 3705 Bellevue Avenue, Lake Worth, FL 33461
CONTRACTOR'S PHONE: 561-969-7147

SURETY COMPANY: Philadelphia Indemnity Insurance Company
SURETY'S ADDRESS: One Bala Plaza East, Ste 100
Bala Cynwyd, PA 19004-0950
SURETY'S PHONE: 215-380-2286

OWNER'S NAME: PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
c/o Department of Environmental Resources Management
OWNER'S ADDRESS: 2300 N. Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
OWNER'S PHONE: (561) 233-2400

PROJECT NAME: Coral Cove Emergency Dune Restoration Contract (Federalized)
PROJECT NO.: 2023ERM06

DESCRIPTION OF WORK: Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for the construction of dune restoration project at Coral Cove.

PROJECT LOCATION: Coral Cove Dune Restoration Project is located in Tequesta, Florida, at Coral Cove Park, 1600 S. Beach Road, Tequesta, Florida, beside the Atlantic Ocean (Section 30, Township 40 South, Range 43 East) in Palm Beach County. Latitude: 26.9637°, Longitude: -80.0785°.

BONDING REQUIREMENT: Public Construction Bond (Payment) in the minimum amount of 100% of Contract price. Under no circumstances shall the successful Bidder begin Work until it has supplied the required Public Construction Bonds. Contractor shall record the Bonds and provide a certified copy of the recorded Bonds 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 Bonds meeting all of the requirements set forth herein.

CONTRACT PAYMENT BOND

BY THIS BOND, WE, Eastman Aggregate Enterprises, LLC, as Principal and Philadelphia Indemnity Insurance Company, a Corporation, as Surety, whose address is One Bala Plaza East, Ste 100, Bala Cynwyd, PA 19004-0950, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of \$2,017,838.74, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials or supplies, used directly or indirectly by Principal or reasonably required for the performance of the Contract and in the prosecution of the work provided for in the Contract dated _____, 20____, between Principal and COUNTY for construction of **Contract Name:** Coral Cove Emergency Dune Restoration Contract, Contract R# _____ (the "Contract"), the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;

2. Pays COUNTY all losses, damages including liquidated damages and delay damages, expenses, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract;

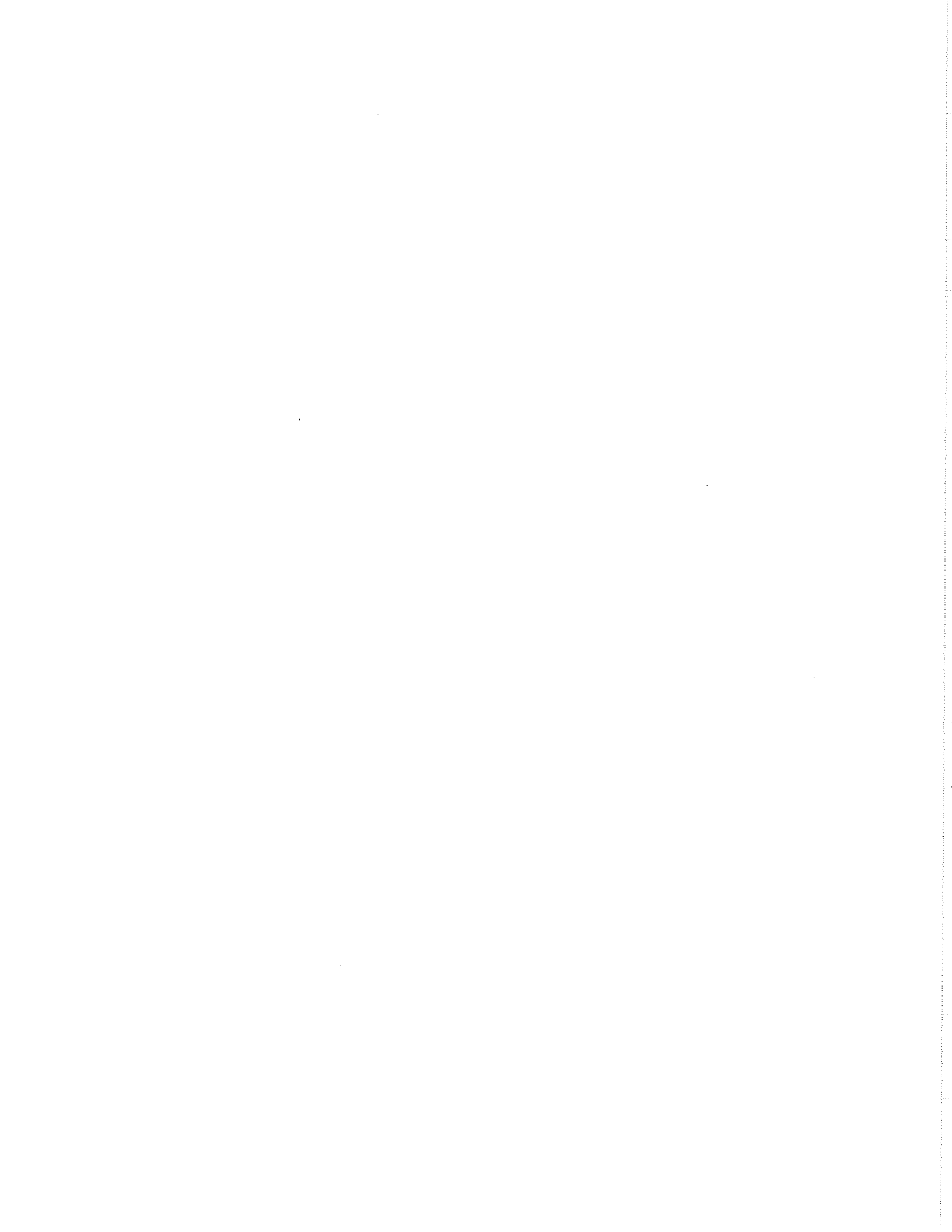
then this bond is void; otherwise it remains in full force.

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 Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

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 Sections 255.05(2) and (10), 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.

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

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. Any increase in the total Contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.



Dated on January 19, 20 24

PRINCIPAL: Eastman Aggregate Enterprises, LLC

By: [Signature]
Signature

[Signature]
Attest as to the signature of Principal

Office Manager
Title

Bernard Eastman, Key Manager
Print Name & Title

(SEAL)

Address: 3705 Bellene Avenue
Lake Worth, FL 33461.

SURETY: Philadelphia Indemnity Insurance Company
By: [Signature]
Signature

Robert Barra, Attorney in Fact
Print Name & Title

(SEAL)

[Signature]
Attest as to the signature of Surety

Witness
Title

Address: One Bala Plaza East, Ste 100
Bala Cynwyd, PA 19004-0950

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED

END OF SECTION



PUBLIC CONSTRUCTION BOND (PERFORMANCE)

BOND NUMBER: PB12507100018 CONTRACT R#: _____
BOND AMOUNT: \$2,017,838.74
CONTRACT AMOUNT: \$2,017,838.74

CONTRACTOR'S NAME: Eastman Aggregate Enterprises, LLC
CONTRACTOR'S ADDRESS: 3705 Bellevue Avenue, Lake Worth, FL 33461
CONTRACTOR'S PHONE: 561-969-7147

SURETY COMPANY: Philadelphia Indemnity Insurance Company
SURETY'S ADDRESS: One Bala Plaza East, Ste 100
Bala Cynwyd, PA 19004-0950
SURETY'S PHONE: 215-380-2286

OWNER'S NAME: PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
c/o Department of Environmental Resources Management
OWNER'S ADDRESS: 2300 N. Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
OWNER'S PHONE: (561) 233-2400

PROJECT NAME: Coral Cove Emergency Dune Restoration Contract (Federalized)
PROJECT NO.: 2023ERM06

DESCRIPTION OF WORK: Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for the construction of dune restoration project at Coral Cove.

PROJECT LOCATION: Coral Cove Dune Restoration Project is located in Tequesta, Florida, at Coral Cove Park, 1600 S. Beach Road, Tequesta, Florida, beside the Atlantic Ocean (Section 30, Township 40 South, Range 43 East) in Palm Beach County. Latitude: 26.9637°, Longitude: -80.0785°.

BONDING REQUIREMENT: Public Construction Bond (Performance) in the minimum amount of 100% of Contract price. Under no circumstances shall the successful Bidder begin Work until it has supplied the required Public Construction Bonds. Contractor shall record the Bonds and provide a certified copy of the recorded Bonds 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 Bonds meeting all of the requirements set forth herein.

CONTRACT PERFORMANCE BOND

BY THIS BOND, WE, Eastman Aggregate Enterprises, LLC, as Principal and Philadelphia Indemnity Insurance Company, a Corporation, as Surety, whose address is One Bala Plaza East, Ste 100, Bala Cynwyd, PA 19004-0950, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of \$2,017,838.74, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 20__ between Principal and COUNTY, for the construction of **Contract Name:** Coral Cove Emergency Dune Restoration Contract, **Contract R#** _____ (the "Contract"), the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, together with any modification of said Contract that may hereafter be made, notice of such modifications to the Surety being waived; and
2. Pays COUNTY all loss, damages, expenses, liquidated damages, delay damages, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract; and
3. Promptly makes payment to all claimants and lienors as defined in Section 255.05(1), 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
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 and effect. Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the COUNTY elects, upon determination by the COUNTY and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and COUNTY, and make available as the work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages, including liquidated damages, for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable

by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to Principal.

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. Any increase in the total Contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligation to COUNTY under this bond.

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 Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

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 Sections 255.05(2) and (10), 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.

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

Dated on January 19, 2024

PRINCIPAL: Eastman Aggregate Enterprises, LLC

By: 

Signature

Bernard Eastman, Key Manager

Print Name & Title

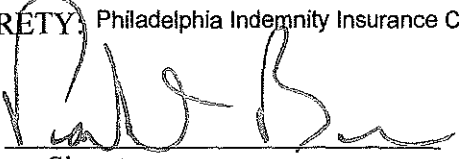
(SEAL)

Address: 3705 Bellene Avenue
Lake Worth, FL 33461


Attest as to the signature of Principal

Office Manager
Title


SURETY: Philadelphia Indemnity Insurance Company

By: 
Signature

Robert Barra, Attorney In Fact
Print Name & Title

(SEAL)

Address: One Bala Plaza East, Ste 100
Bala Cynwyd, PA 19004-0950


Attest as to the signature of Surety

Witness
Title

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED.

END OF SECTION

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Robert Barra of Bob Barra Bonds, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



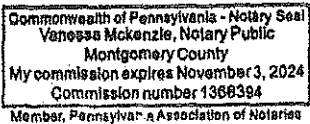
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19 day of January, 20 24.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Eastman Aggregate Enterprises, LLC and Philadelphia Indemnity Insurance Company

We the undersigned hereby guarantee that **Project Name: Coral Cove Emergency Dune Restoration (Federalized)**, 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 1-19-2024
(Guarantee Filing Date)

Eastman Aggregate Enterprises, LLC
(Contractor)

(Final Completion Date)
Filled in upon Final Completion)

(CORPORATE SEAL)

[Signature]
(Witness Signature)

By: [Signature]
(Signature)

Bernard Eastman,
(Print Name)

Michelle L. Pelletier
(Print Witness name)

ITS Key Manager
(Title)

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this 19 day of January, 2024.

[Signature]
(Attest)

Philadelphia Indemnity Insurance Company
(Name of Surety Company)

(Affix corporate seal here)

[Signature]
(Signature of Authorized Representative)

TITLE: Robert Barra, Attorney In Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA
COUNTY OF Palm Beach

SUBSCRIBED and sworn to (or affirmed) before me by means of physical presence or online notarization on this 19 day of January, 2024, by Robert Barra (name). He/She is personally known to me or has presented License (type of identification) as identification.

Notary Public Signature and Seal

Michelle L. Pelletier HH439155
Print Notary Name and Commission Number



RECEIVED
JAN 24 2024

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Robert Barra of Bob Barra Bonds, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



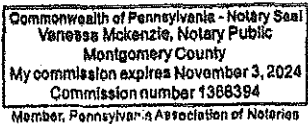
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19 day of January, 2024.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





**CONTRACTOR
GENERAL CONDITIONS
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GENERAL CONDITIONS

GC 1 EFFECTIVE DATE/ENTIRE AGREEMENT

1.1 This Contract is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

1.2 This Contract (which consists of the Contract Documents and the Construction Documents) embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations. 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. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

GC 2 INDEPENDENT CONTRACTOR

2.1 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.

2.2 Contractor shall act as an independent contractor and not as the agent of Owner 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 Owner. 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 Owner is an **intended express third party beneficiary** of any such subcontract.

2.3 Except as specifically and expressly provided for herein, 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.

GC 3 AUTHORIZED REPRESENTATIVES

3.1 Before starting Work, Contractor shall designate a competent, authorized representative acceptable to Owner to represent and act for Contractor and shall inform Owner in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitations of such authority. At the Preconstruction Conference, Contractor shall provide resumes of key personnel for Owner's approval. Contractor shall keep Owner informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the site of work at all times when Work is actually in progress. During periods when Work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency Work which may be required. All notices, determinations, instructions and other communications given to the

authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law. The Owner shall designate an authorized representative who will have limited authority to act for the Owner. The Owner will notify the Contractor in writing of the name of such representative(s). The Owner's representative will be a member of the County's Environmental Resources Management Department. The Owner has the right to assign various responsibilities of the Owner to the Architect/Engineer of Record, and can do so at any time during the duration of this Contract with written notice to the Contractor. The Architect/Engineer of Record will provide answers to RFIs, issue Field Bulletins and Field Instructions, and other related duties, and the Contractor agrees to cooperate with the Architect/Engineer.

3.2 The Contractor's Authorized Representative, qualifying agents, project managers, superintendents and supervisors are all subject to prior and continuous approval of the Owner. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above is, for any reason or no reason at all, unacceptable to the Owner, Contractor shall replace the unacceptable personnel with personnel acceptable to the Owner at no additional cost to the Owner.

GC 4 NOTICES

4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite or by certified mail to that party at the addresses shown below:

OWNER: Palm Beach County
Environmental Resources Management Department
2300 N. Jog Rd. 4th Floor
West Palm Beach, FL 33411-2743
Attn: Ms. Deborah Drum, Director

With a copy to:
County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401

CONTRACTOR: (To be identified after award)

4.2 These addresses may be changed by either of the parties by written notice to the other.

GC 5 LAWS AND REGULATIONS

5.1 The Contractor shall comply with all laws, ordinances and regulations applicable to the work contemplated herein, to include those applicable to conflict of interest and collusion. Contractor is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Work performed under this Contract.

5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, Contractor shall immediately notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance will be made.

5.3 If any discrepancy or inconsistency should be discovered between the Contract and any law, ordinance, regulation, order or decree, Contractor shall immediately report the same in writing to Owner who will issue such instructions as may be necessary.

5.4 However, it shall not be grounds for a Change Order that the Contractor was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

5.5 Owner shall not be liable for any costs, delays or damages which Contractor incurs as a result of the actions or orders of any other governmental entity or agency.

GC 6 STANDARDS AND CODES

6.1 Wherever references are made in the Contract to standards or codes in accordance with which Work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes or between any referenced standards and codes the Owner will determine which shall govern. Contractor acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the Work has been completed in accordance with the Contract.

GC 7 CODE RELATED INSPECTIONS

7.1 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. If the improvements to be made by the Contractor pursuant to this Contract will be subject to inspection by PZ&B, the Contractor agrees that it will 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, including, but not limited to PZ&B's refusal to accept any portion of the Contractor's Work.

GC 8 GOVERNING LAW

8.1 The Contract shall be governed by the laws of the State of Florida and venue of any action shall be in Palm Beach County, Florida.

GC 9 RIGHTS AND REMEDIES; NO THIRD PARTY BENEFICIARIES

9.1 The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available at law or in equity or by statute or otherwise.

9.2 Except as specifically and expressly provided for herein, 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.

GC 10 COMMERCIAL ACTIVITIES

10.1 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 Owner. Contractor shall not allow its employees to engage in any commercial activities on the site.

GC 11 COOPERATION WITH OTHERS

11.1 Owner and other contractors and subcontractors may be working at the site during the performance of this Contract. Contractor shall fully cooperate with the Owner, Owner's Authorized Representative, and other contractors to avoid any delay or hindrance of their Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

11.2 If any part of the Contractor's Work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report such discrepancies or defects shall constitute an acceptance of the Owner's separate contractors' work as fit and proper to receive its Work, except as to defects which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill-timed work of others shall be borne by the Contractor unless Contractor gives written notice to Owner, if reasonably possible, prior to proceeding with the Work and in any event within three days of commencement of Work. In no event shall the Owner be liable to the Contractor for delay damages.

GC 12 FORMS AND DOCUMENTS

12.1 The below listed documents are to be used by the Contractor and Owner during the administration of this Contract. Additional administrative forms may supplement this list upon written notice by the Owner (or Owner's Authorized Representative). Owner reserves the right to modify these forms as it deems necessary. Contractor shall maintain logs for Items A-L and provide to Owner as needed.

- A. Notice to Proceed for Work Order
- B. Construction Work Order Directive
- C. Construction Invoice Form

- D. Work Order Form
- E. Supplement Form
- F. Warranty of Title and Release
- G. Statement of Unresolved Claims
- H. Certificate of Substantial Completion
- I. Contractor's Certification of Final Completion
- J. Statement and Documentation Regarding Subcontractor Releases
- K. Consent of Surety for Final Payment
- L. Final Warranty of Title and Release
- M. Guarantee
- N. Request for Substitution/Modification/Removal of Subcontractor

12.2 The above listed forms are attached as Appendix A to these General Conditions.

GC 13 PUBLICITY AND ADVERTISING

13.1 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 Owner.

GC 14 TAXES

14.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which 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 Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the termination or expiration of this Contract.

GC 15 FEES

15.1 Owner will be responsible for the following fees associated with this Project: utility connection fees, utility installation fees (including FPL), and water meter charges except for fees/permits associated with Contractor mobilization which have not been waived by Owner. Contractor shall advise Owner ten (10) days in advance of requirement for any fee amount. Water and/or sanitary sewer service capacity charges will also be paid directly by the Owner. There are no impact fees pursuant to Palm Beach County's Impact Fee Ordinance associated with this Project.

GC 16 UTILITIES

16.1 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 Owner, and shall include, but not be limited to, the following:

- A. Public telephone service for the Contractor's use.

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

16.2 Prior to County's 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 Owner will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

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

16.4 Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings' requirements required by utility companies. Owner will assume utility costs at Substantial Completion.

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

17.1 The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without the prior written consent of the Owner and concurred to by the sureties.

GC 18 EXAMINATION OF CONTRACTOR'S RECORDS

18.1 The Owner shall, until the expiration of five (5) years after the date of FEMA's account closeout of the Project under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof.

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

19.1 The Contractor represents that the Contractor, subcontractors, material and equipment suppliers have compared phasing, demolition, architectural, structural, mechanical, electrical, plumbing, civil and site drawings and specifications and have compared and reviewed all general and specific details on the drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractors, trades persons, manufacturers or other parties required to carry out the Work involved in this Contract, have been either corrected or clarified prior to execution of this Contract.

19.2 The Contractor represents that the Contract Sum represents the total cost for complete and functional systems as depicted in or reasonably inferable from the plans and specifications and therefore, the Contractor's review and comparison of all drawings has taken into consideration the total and complete functioning of all systems.

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

20.1 The Contractor shall provide the Owner with two (2) complete sets of the permitted drawings and addendum within five (5) days of issuance by the appropriate building official. If the permitted set of drawings changes the scope of the Work to be performed, the Contractor shall notify the Owner, and Architect/Engineer of Record within thirty (30) days of receipt of the permitted drawings and such notification shall contain a written description of the change and the cost and time associated with such change, if any. Failure to provide such notice within thirty (30) days shall be a complete waiver by the Contractor of all additional cost and time and the Contractor shall perform the Work at its expense and complete the Work in accordance with the schedule and in no event shall Contractor recover delay or consequential damages.

20.2 The Contractor shall, immediately upon receipt of the permitted drawings, check all drawings furnished and shall promptly notify Owner of any illegibility, errors, omissions or discrepancies discovered in such drawings. The Contractor shall perform Work only in accordance with the permitted drawings and any subsequent revisions thereto. The Contractor will be furnished free of charge five (5) copies of drawings, Contract Documents and Construction Documents at the Pre-Construction Meeting. Additional copies will be furnished at the cost of reproduction, postage and handling. Contractor shall maintain at the site of the Work a copy of the permitted drawings and specifications kept current with all changes and modifications and shall at all times give Owner, as well as all trades performing at the Project, access thereto.

GC 21 CONTRACT INTERPRETATION

21.1 All claims of Contractor and all questions the Contractor may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately in writing to Owner for resolution. Owner, or its representatives, will render its determination concerning such resolution, which determination shall be considered final and conclusive unless Contractor files a written protest pursuant to GC 22 "DISPUTES". The Contractor's protest shall state clearly and in detail the basis thereof. Owner will consider Contractor's protest and render its decision thereon within twenty-one (21) calendar days. If Contractor does not agree with the Owner's decision, the Contractor shall immediately deliver written notice to that effect to the Owner.

21.2 Contractor is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Contractor's failure to protest Owner's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

GC 22 DISPUTES

22.1 Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and Owner or its representatives. At all times, Contractor shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the Owner or its representatives, pending

resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Owner or its representatives who shall reduce such decision to writing. The decision of the Owner or its representatives shall be final and conclusive. Contractor's failure to protest Owner's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

22.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

22.3 Contractor and Owner hereby waive any rights either of them may have to a jury trial in any litigation arising out of or related to this Contract and agree that they shall not elect a trial by jury. Contractor and Owner hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

GC 23 SUSPENSION

23.1 Owner may, at its sole option, decide to suspend at any time the performance of all or any portion of Work to be performed under the Contract. Contractor will be notified of such decision by Owner in writing. Such notice of suspension of Work may designate the amount and type of plant, labor and equipment to be committed to the work site. During the period of suspension, Contractor shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

23.1.1 Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

1. Immediately discontinue Work on the date and to the extent specified in the notice;
2. Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
3. Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Owner, of all orders, subcontracts and rental agreements to the extent they relate to performance of Work suspended;
4. Continue to protect and maintain the Work including those portions on which Work has been suspended, and
5. Take any other reasonable steps to minimize costs associated with such suspension.

23.1.2 As full compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of Work:

1. A standby charge to be paid to Contractor during the period of suspension of Work which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
2. All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment;

3. An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the Work upon which Work has been suspended; and
4. If as a result of any such suspension of Work the cost to Contractor of subsequently performing Work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of Work.

23.2 In no event shall the Contractor be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula or otherwise, in the event of an Owner suspension. Upon receipt of notice to resume suspended Work, Contractor shall immediately resume performance of the suspended Work to the extent required in the notice. Any claim on the part of Contractor for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume Work and Contractor shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Contractor non-compliance with the requirements of this Contract.

GC 24 DECLARATION OF DEFAULT

24.1 The failure of the Contractor to supply enough properly skilled workers or material, or to make prompt payment to subcontractors or for materials or labor or to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or to comply in any way with the Contract, shall be sufficient grounds for the Owner to find the Contractor in substantial default and that sufficient cause exists to terminate the Contract and to withhold payment or any part thereof until the cause or causes giving rise to the default have been eliminated by the Contractor and approved by the Owner. If a finding of default is made, the Contractor and its Surety shall remain responsible for performance of the requirements of the Contract unless and until the Owner terminates the Contract. Upon a finding of default, the Owner shall set a reasonable time within which the Contractor and its surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the Owner shall notify the Contractor and its surety in writing that the default has been corrected and that the Contractor is no longer in default. If the Contractor fails to correct the default within the time allowed, the Owner may terminate the Contract and the employment of the Contractor, without otherwise waiving its rights against the Contractor or its surety.

GC 25 TERMINATION FOR DEFAULT

25.1 Notwithstanding any other provisions of this Contract, Contractor shall be considered in default of its contractual obligations under this Contract if it:

- A. Performs Work which fails to conform to the requirements of this Contract;
- B. Fails to meet the Contract schedule or fails to make progress so as to endanger performance of this Contract;
- B. Abandons or refuses to proceed with any or all Work including modifications directed pursuant to the clause entitled "CHANGES"; or
- C. Fails to fulfill any of the terms of this Contract.

25.2 Upon the occurrence of any of the foregoing, Owner or its authorized representatives shall notify Contractor in writing of the nature of the failure and of Owner's intention to either terminate the Contract for default, or to declare the Contractor to be in default and make demand upon its surety to perform, at its sole option.

25.3 If Contractor or its surety(ies) does not commence to 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 will be corrected, Owner 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. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the Work.

25.4 Contractor and its sureties, if any, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for liquidated damages.

25.5 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 Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of Work;
- C. Promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Work or assign those agreements to Owner as directed;
- D. Cooperate with Owner in the transfer of information and disposition of Work in progress so as to mitigate damages;
- E. Comply with other reasonable requests from Owner regarding the terminated Work; and
- F. Continue to perform in accordance with all of the terms and conditions of the Contract such portion of Work that is not terminated.

25.6 If, upon termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "TERMINATION FOR CONVENIENCE".

GC 26 TERMINATION FOR CONVENIENCE

26.1 Owner may, at its option, terminate the Contract, in whole or in part at any time for any reason or for no reason by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the termination for convenience, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor, Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

A. Upon receipt of any such notice, Contractor and its surety shall, unless the notice requires otherwise:

1. Immediately discontinue Work on the date and to the extent specified in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
4. The Contractor agrees to assign all subcontracts required for performance of this Contract to the Owner;
5. The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their Subcontract to the Owner;
6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
7. Complete performance of any Work which is not terminated.

B. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):

1. All amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, and for Work thereafter completed as specified in such notice.
2. The reasonable cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subparagraph A.3. above.
3. Any other reasonable costs which can be verified to be incidental to such termination of Work.

26.2 The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all Work satisfactorily performed to date of termination by Contractor.

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

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

GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

27.1 If the Contractor's performance of this Contract is delayed, which delay is beyond the reasonable control and without the fault or negligence of the Contractor or its subcontractors, or by changes ordered in the Work and in either event where such delay or change in the Work impacts the Critical Path, then the Contract time shall be extended by Change Order as determined by the Owner.

27.2 The Contractor must request the extension of time in writing and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter 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 CPM 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.

27.2.1 The Contractor acknowledges and agrees that the evaluation of time extensions will 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 which 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 Owner initiated changes. Float time is not for the exclusive use of either the Contractor or the Owner; and
- 5. If adverse weather conditions are the basis for a claim for additional time, such claim shall be submitted within thirty (30) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

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

27.4 The Contractor shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Owner in writing within twenty-four hours (24) after the commencement of such delay or ninety-six (96) hours of knowledge of a potential delay, whichever is earlier. In any event, within seven (7) days of commencement of the delay, the Contractor shall provide in writing the information stated above.

27.5 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 (whether determined by the Eichleay Formula or otherwise), 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.

27.6 For all changes in the Work in which the Contractor claims entitlement to a time extension, the Contractor shall provide to the Owner the same information as required above within seven (7) days of the issuance of the request for Change Order or direction to change the scope of the Work and the Contractor's failure to provide such information shall constitute a waiver by the Contractor and a denial of any time extension for that change in the Work. Further, upon execution by the Owner of any Change Order where no time extension has been requested and/or granted, that Change Order shall constitute a complete waiver of all claims for dollars or for any extension of time related to that Work, or any Work impacted by the change.

GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and, where not specified, of the highest grade of quality for their intended use, and all workmanship shall be in accordance with construction drawings and specifications.

28.2 Unless otherwise provided in the Contract, Contractor warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design, materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after substantial completion of the Work under the Contract, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. In the event that the Owner assumes partial utilization of portions of the Work prior to completion of all Work, the Warranty for that portion shall also extend for twelve months from substantial completion of that portion of the Work, if and only if the Owner has exclusive use of the area. If the Owner does not have exclusive use of the area, the warranty period shall extend for twelve months from substantial completion of the last portion of the Work.

28.3 Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time and in a manner acceptable to Owner.

28.4 Owner and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

28.5 Contractor warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair, replacement and tests, Owner may perform or cause to be performed the same at Contractor's expense.

Contractor shall perform such tests as Owner may require verification that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Contractor.

28.6 The Contractor shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by FAX or email) notice from the Owner. If the Contractor fails to remedy or remove or replace that Work or material which has been found to be defective, then the Owner may remedy or replace the defective or deficient Work at the Contractor's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Contractor shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Contractor shall immediately pay the expenses incurred by the Owner for remedying the defects. If the Owner is not paid within ten (10) calendar days, the Owner may pursue any and all legal or equitable remedies it may have against the Contractor.

28.7 The Contractor is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Contractor is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the Owner agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Contractor of his responsibility.

28.8 The terms of this section shall not modify, restrict or limit the County's other available remedies or restrict, limit or be construed as the sole or exclusive remedy for defective performance or failure to meet Contract obligations. This section shall not relieve the Contractor of its responsibilities for the performance of the original Work in accordance with the requirements of the Contract Documents and will not limit the County's remedies at law, in equity or under Contract.

Additionally, the terms of a later signed manufacturer's warranty shall not modify or abridge the Contractor's warranties (express or implied), Contractor's performance, or

Contractor's duties and liabilities under the Contract Documents and shall not limit or restrict the County's remedies or damages at law, in equity, or under contract.

28.9 Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the Contract Documents and the warranties therein and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to the Contract Documents and this general condition.

28.10 The provisions of this section shall survive the termination or expiration of this Contract.

GC 29 PATENT INDEMNITY

29.1 Contractor hereby indemnifies and shall defend and hold Owner and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Contractor, or out of the processes or actions employed by, or on behalf of Contractor in connection with the performance of the Contract.

29.2 Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or Owner's representatives. Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

29.3 This section shall survive the termination or expiration of this Contract.

GC 30 INDEMNITY

30.1 Contractor shall indemnify and hold harmless the Owner and 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 Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

30.2 To the extent permitted by, and in accordance with, F.S. 725.06, Contractor further agrees that "damages, losses and costs," includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

30.3 To the extent permitted by, and in accordance with, F.S. 725.06, for purposes of indemnity, the “persons employed or utilized by the Contractor” shall be construed to include, but not be limited to, the Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of the Contractor.

30.4 The indemnification provisions of this section shall survive termination or expiration of this Contract.

30.5 Contractor’s indemnity and hold harmless obligations hereunder shall extend to all claims against County by any third party or third party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

30.6 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

GC 31 INSURANCE

31.1 General Requirements. Unless otherwise specified in this Contract or granted by County's Risk Management Department, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the term of this Contract or the performance of Work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Where applicable, all coverage and endorsements shall provide coverage on a primary and non-contributory basis. Contractor shall deliver to Owner Certificate(s) of Insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt of Notification of Intent to Award, but in any event, prior to execution of the Contract by Owner and prior to commencement of Work on the project. Such Certificate(s) shall adhere in every respect to the conditions set forth herein.

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

31.2 Commercial General Liability. Contractor shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury, Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, Explosion, Collapse and Underground Hazards (X-C-U) , Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein.

31.3 Business Automobile Liability. Contractor shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set

forth herein.

31.4 Workers' Compensation & Employer's Liability. Contractor shall agree to maintain Workers' Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. If any Work is sublet Contractor shall require all subcontractors to comply with this requirement unless such subcontractors' employees are covered by Contractor's Workers' Compensation insurance policy.

31.5 Pollution Liability. The Contractor shall maintain Pollution Liability or equivalent Environmental Impairment Liability on a per occurrence, claims-made basis providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs.

31.6. Additional Required Insurance. The Contractor shall agree to maintain the following additional required insurance coverage with respect to any Work for which each coverage described below have been designed specifically to provide coverage for:

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

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

31.6.3 Builder's Risk. With respect to any of the Work involving the construction of real property (buildings and improvements other than buildings) during the construction Project, the Contractor shall maintain Builders Risk insurance providing coverage for the entire Work at the Project site, and will also cover portions of Work located away from the site but intended for use at the site, and will also cover portions of the Work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to the projected completed value of the Project as well as subsequent modifications of that sum. If a sublimit applies to the perils of wind or flood, the sublimit shall not be less than 25% of the projected completed value of the Project. The deductible shall not exceed \$20,000, nor shall a wind percentage deductible, when applicable, exceed five percent (5%).

Partial Occupancy or use of the Work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Contractor shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the

Work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the Project, or until Contractor and County mutually consent to the termination, whichever occurs first. The Contractor agrees and understands the County shall not provide any Builder's Risk insurance on behalf of Contractor for loss or damage to Work, or to any other property of owned, hired, or borrowed by the Contractor.

The Contractor shall be responsible for policy deductibles, coinsurance penalty, or self-insured retention including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation on all perils with the exception of projects with a value of less than \$2,000,000, the County will be responsible for the deductible (up to \$20,000) for losses of any Act of God.

31.6.4 Inland Marine/Transit Insurance. With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall agree to maintain inland marine property/transit insurance provided the coverage is not afforded by a Builders Risk policy. Coverage shall be provided in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. The Contractor agrees and understands the County shall not provide any inland marine or transit insurance on behalf of Contractor for loss or damage to Work, or to any other property of owned, hired, or borrowed by the Contractor.

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

31.8 Additional Insured. The Contractor agrees to endorse the County as an Additional Insured on each insurance policies required to be maintained by the Contractor, except for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, builder's risk or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

31.9 Loss Payee. The Contractor shall agree to endorse the County as a Loss Payee on the

Builder's Risk and Inland Marine/Transit Insurance, when required to be maintained by the Contractor. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners." Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

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

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

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

In the event the County is notified that a required insurance coverage will cancel or non-renewed during the period of this Contract, the Contractor shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Contractor shall agree not continue to Work pursuant to this Contract unless all required insurance remains in effect. The County shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the County. The County reserves the right to withhold payment, but not the obligation, to Contractor until coverage is reinstated. If the Contractor fails to maintain the insurance as set forth herein, the County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its' officers, agents and employees as Additional Insured for all required insurance coverage, except Workers' Compensation.
2. Shall clearly indicate Project name and Project number to which it applies.
3. Shall clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage, ten (10) day for non-payment.
4. Evidence of renewal coverage must be provided at least thirty (30) days in advance of any policy that may expire during the term of this Contract.
5. Shall clearly identify Palm Beach County, Board of County Commissioners endorsed as a Loss Payee on the Builder's Risk and any other Inland Marine coverage.
6. Contractor shall deliver to County, or its authorized insurance consultant, a Certificate of Insurance with respect to each required policy to be provided under this Section. The required Certificates must be signed by a licensed insurance agent.
7. Contractor shall deliver 1 Certificate(s) of Insurance to the following:
Palm Beach County
c/o Environmental Resources Management
2300 N Jog Rd.
West Palm Beach, FL 33411-2743
8. Renewal Policies - The Contractor shall promptly deliver to County and to _____ a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to County and to _____ not less than five (5) business days before to the expiration date of any policy.

31.13 Deductibles, Coinsurance Penalties, & Self-Insured Retention. The Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

31.14 Subcontractor's Insurance. The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the County, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

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

INSURANCE COVERAGE & LIMIT TABLE	
TYPE OF COVERAGE	MINIMUM LIMITS
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$1,000,000 per occurrence Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	\$1,000,000 per occurrence
<u>WORKERS' COMPENSATION & EMPLOYER'S LIABILITY:</u> Limit of not less than: Employers Liability Limits:	Statutory \$500,000/\$500,000/\$500,000
<u>POLLUTION LIABILITY:</u> <u>Limit of not less than:</u> <u>Additional Insured endorsement required:</u>	\$1,000,000 Yes
<u>WATERCRAFT LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$5,000,000 per occurrence Yes
<u>AIRCRAFT LIABILITY:</u> When used to carry passengers (excluding aircraft's crew) coverage for Passenger Liability not less than: Additional Insured endorsement required:	\$1,000,000 per passenger Yes
<u>INLAND MARINE COVERAGE:</u> Limit not less than: Additional Insured & Loss Payee endorsements required:	Highest value exposed during the construction project. Yes
<u>BUILDERS RISK:</u> Limit not less than: Endorsement to waive coverage termination from Occupancy Clause. Endorsement coverage until final acceptance of the Project by Certificate of Occupancy by the Owner. Additional Insured & Loss Payee endorsements required:	The total Project completed construction value as well as subsequent modifications to that sum. Yes Yes Yes

GC 32 SITE CONDITIONS

32.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of 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; familiarity with local and regional market and industry conditions including labor skill level and availability; water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted on Construction Documents, and through verification with local utility companies and the Owner; physical conditions of existing construction, topography and ground surface conditions; to the extent identified in the Project Geotechnical Study and Report, Environmental

Study and Report, or other documentation made available to the Contractor, subsurface geology, and nature 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 conditions will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract.

GC 33 DIFFERING SITE CONDITIONS

33.1 Contractor shall notify Owner, within 24 hours of discovery, in writing and before proceeding with any Work which Contractor believes constitutes a differing site condition with respect to: (1) subsurface or latent physical conditions at the jobsite differing materially from those indicated in this Contract; or (2) unknown physical conditions at the jobsite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract.

33.2 Owner will, as promptly as practicable, investigate such conditions and if it determines that such conditions do materially so differ and cause an increase or decrease in Contractor's cost of or the time required for performance of any part of any Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. No claim of Contractor under this clause will be allowed unless Contractor has given the required notice.

GC 34 ACCESS TO WORK AREAS

34.1 Owner, and its duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Contractor. Contractor shall also arrange for Owner, its said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

34.2 Contractor's accesses to the site and storage areas shall be as shown on the plans and as designated by the Owner. Access routes may also be used by County employees, the public and other contractors. No other access points shall be allowed unless approved by the Owner. All contractor traffic authorized to enter the site shall be experienced in the route or guided by contractor personnel. The Contractor is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic.

GC 35 CONTRACTOR INGRESS AND EGRESS

35.1 Contractor's access to the work area will be permitted only through approaches which will be designated by Owner, and then only in such manner that Contractor's traffic will not interfere with 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.

GC 36 PRECONSTRUCTION CONFERENCE

36.1 As soon as practicable after award of this Contract and prior to commencing any Work, a pre-construction conference will be arranged by the Owner. In attendance at said conference will be Owner and any of its representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project and to review any items requiring clarification. Procedures for processing and distribution of all documents and correspondence related to the Contract will be established. A schedule of values (conforming to the requirements of GC 68) must be submitted to the Owner no later than the time and date of the pre-construction conference.

GC 37 CONTRACTOR MEETINGS

37.1 The Contractor shall, at its expense, as requested by Owner, attend any and all meetings called by Owner to discuss the Work under the Contract. Such meetings shall be conducted and recorded by the Owner with typed minutes of each meeting distributed to all attendees.

GC 38 NOT USED

GC 39 DELIVERY, UNLOADING AND STORAGE

39.1 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Contract. The storage facilities, methods of storing and security provisions shall meet Owner's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.

GC 40 CONTRACTOR'S WORK AREA

40.1 All Contractors' work areas on the jobsite will be assigned by Owner. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Contractor shall provide a temporary office on the site of the Work, and a representative of the Contractor on site shall be reachable by phone at all times during normal working hours. Should Contractor find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Contractor shall, at its expense, provide and make its own arrangements for the use of such additional land.

GC 41 CONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES

41.1 Contractor shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of Work and materials required by the Contract and within the time or times specified in the Contract. Before proceeding with any Contract Work or with erection of any facilities, including but not limited to temporary structures, machinery,

equipment, offices and warehouses, Contractor shall furnish Owner such information and drawings relative to such equipment, plant facilities as Owner may request.

41.2 Upon written order of Owner, Contractor shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site. Contractor shall not remove construction plant or equipment from the site before the Work is finally accepted without Owner's written approval. Such approval shall not be unreasonably withheld.

GC 42 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by Owner to order removal of rejected materials and equipment shall not relieve Contractor from responsibility for quality of the materials supplied or from any other obligation under the Contract.

42.2 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Contractor's negligence to foresee means of installing equipment into position inside structures.

42.3 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract drawings and specifications will be acceptable regardless of Owner's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Contractor from responsibility for the quality and securing progress of Work as required by the Contract. The Owner shall notify the Contractor of defective or unacceptable Work if the Owner discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the General Conditions Section entitled, "WARRANTY". No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

42.4 Contractor shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Contractor or its subcontractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Contractor shall notify Owner immediately of recommended substitute(s) to permit Owner's selection of a suitable substitute.

42.5 Owner will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Contractor for incorporation into the Work will be by Owner. This function

by Owner will apply both to approvals for the Contract as initially signed, and to approvals for changes to the Contract by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

42.6 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Contractor shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract.

GC 43 SUBSTITUTIONS

43.1 Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Owner's interest, and will in no way impact detrimentally upon the Project completion date and schedule.

43.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor. Contractor shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data and certificates and additional information as may be required by the Owner for proposed substitute items as required by GC 46 "CONTRACTOR FURNISHED DRAWINGS, DATA & SAMPLES".

43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Contractor shall allow an additional 15 days for Owner's review of substitution. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time Contractor must order, purchase or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

43.4 If Owner rejects Contractor's substitute item on the first submittal, Contractor may make only one additional request for substitution in the same category. On the second request, and all future requests, the Contractor shall be invoiced the expenses (including Owner, and Design Professionals cost and overhead) involved in reviewing submittal data.

GC 44 EXPEDITING

44.1 The equipment and material furnished under this Contract may be subject to expediting by Owner. Owner shall be allowed reasonable access to the shops, factories, and other places of business of the Contractor and its subcontractors and suppliers, for expediting purposes. As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting and Contractor shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract.

GC 45 FIELD LAYOUT OF WORK

45.1 All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Construction Drawings or as approved by the Owner 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.

45.2 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 bench marks and temporary bench marks adjacent to the Work. Based upon the information provided by the Construction Drawings and Technical Specifications the Contractor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Construction Drawings, location of property boundaries, stakes for all working points, lines and elevations. Contractor shall furnish survey, sketch and legal necessary for utility easements.

45.3 The Contractor shall have the responsibility to carefully preserve all bench marks, reference points and stakes. In case of destruction thereof by the Contractor resulting from its negligence, or for any other reason, Contractor 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 will be established or are destroyed during the normal course of construction shall be re-established by the Contractor, and all reference ties recorded therefore shall be furnished to the Owner. All computations necessary to establish the exact position of the Work shall be made and preserved by the Contractor.

GC 46 CONTRACTOR FURNISHED DRAWINGS, DATA AND SAMPLES

46.1 Review and permission to proceed by Owner 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 Owner for review, shall be submitted attached to forms provided by Owner.

46.2 Transmittals from the Contractor to the Owner 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 the Contract."

_____ SIGN	_____ DATE
_____	(Company Name)

46.3 Drawings

46.3.1 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 originally generated and 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. Contractor must allow at least 21 calendar days for review by Owner. 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.

46.3.2 For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Owner by and at the expense of the Contractor. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Contractor. A reproducible copy of the drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded drawings must be transmitted to the Owner.

46.3.3 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 Owner approves any such variation(s), it will 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.

46.3.4 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.

46.3.5 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. Owner will conduct a review of Contractor's drawings and a drawing marked with one of the following review comments will be returned to the Contractor.

1. No exceptions taken.
2. Make corrections noted. No re-submittal.
3. Make corrections noted. Resubmit.
4. Rejected.
5. Not required for review.

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

46.4 Samples

46.4.1 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will 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.

46.4.2 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. Contractor must allow at least 21 calendar days for Owner'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.

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

46.5 Catalogues, Data and Certificates

46.5.1 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. Allow at least twenty-one (21) calendar days for Owner's review. Material represented

by such shall not be fabricated, delivered to the site or incorporated into any Work without such review.

46.5.2 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 specifications, on forms provided by the Owner. Owner will conduct a review of Contractor's catalogues, data, and certificates and one copy marked with the review comments listed above will be returned to the Contractor.

GC 47 CONSTRUCTION SCHEDULE

47.1 For projects valued at less than \$500,000 or have a total construction time of less than 120 days, a bar chart type schedule may be submitted in lieu of the CPM schedule specified below. All other requirements regarding content, submittals, and updates shall remain.

47.2 The Project shall be monitored by a detailed critical path method scheduling system. This system shall be the basis for the evaluation of all Contractor performance. The Contractor shall, at least seven (7) calendar days prior to the pre-construction conference, submit to Owner 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 Owner prior to application for the first progress payment. The Contractor, shall within (30) calendar days from and after the Contractor's receipt of written notice to proceed, and before the first progress payment is approved for payment by the Owner, submit to Owner for acceptance a detailed fabrication and construction schedule based on a critical path analysis of construction 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 Critical Path or CPM schedule). The total project duration of the CPM schedule shall equal the contract duration(s) specified in the Bid Form.

47.3 The CPM schedule and all reports shall be prepared with computer software by Microsoft Project, Primavera Project Planner, or Primavera SureTrak.

47.4 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 Critical Path Method (CPM) type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

The construction 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 60 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. No activity should be scheduled for more than 20 workdays, unless approved by the Owner.
 6. Contractual and other major milestones including phasing.
 7. Schedule activities to include labor and material.
 8. An allowance for delays due to weather. Contract time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
 9. Owner activities or activities by others which will affect the Contractor's Work.

47.5 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 Owner.

47.6 The detailed CPM schedule submittal shall include five (5) color copies of the following:

1. Time Scaled Network Diagram.
2. Bar Chart in the following formats:
 - Sorted by activity
 - Sorted by total float
 - Sorted by early start
3. Precedence and successor report
4. Narrative report, if requested by Owner's Authorized Representative.
5. Electronic copy. (One copy)
6. Submittals shall be organized under Standard CSI format.

47.7 The detailed CPM Schedule shall be updated monthly and submitted along with an updated computer diskette with the Application for Payment. Contractor shall meet with the Owner and Architect/Engineer of Record 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.

47.8 If requested by the Owner's Authorized Representative, 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 Owner. When requested, 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.

47.9 The Contractor shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Contract will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Contract, and maintain updated information as required regarding the interface with other contracts.

47.10 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 will 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 Owner of the proposed schedule changes. Such actions shall be incorporated by the Contractor into the diagram before the next update, at no additional cost.

GC 48 RESPONSIBILITY FOR WORK SECURITY

48.1 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 which are necessary and adequate against any conditions which 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.

48.2 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner within three days of each incident.

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

49.1 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 which results from the sole active negligence of the Owner or its representatives.

49.2 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 will be delivered to the Owner in proper, whole and unblemished condition.

GC 50 PROTECTION OF EXISTING PROPERTY

50.1 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 will be acceptable to Owner and/or its Insurance Representative.

50.2 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 will not cause damage. The Contractor shall provide protection methods which are acceptable to the Owner and/or its insurance representatives.

50.3 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 Owner. Thereafter, and before it begins such Work, Contractor shall give due notice to Owner 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.

50.4 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 Owner, do not reasonably interfere with the performance of this Contract.

50.5 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 by reason of any such damage or unauthorized cutting shall be borne by Contractor.

GC 51 LABOR

51.1 Contractor is solely and exclusively responsible for the supervision and control of all Contractor's personnel on site. Contractor shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by Owner, remove from the jobsite any personnel of Contractor working in violation of any provision of this Contract.

51.2 Disputes between Contractor and its subcontractor regarding work assignments and the settlement of jurisdictional disputes shall conform with either the "Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry", and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes.

51.3 Contractor is solely and exclusively responsible for ensuring and providing for jobsite

safety and conditions. Contractor shall enforce all Owner jobsite condition safety rules and regulations 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.

51.4 The Contractor and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All Work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

51.5 Contractor shall submit a "Contractor's Daily Report" (See Appendix A of these General Conditions) for each day Work is accomplished. Reports shall be submitted daily to Owner.

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

52.1 During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or 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 to be provided by the Owner setting forth provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.
- C. The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- H. The Contractor shall comply with all regulations, guidelines, and standards lawfully adopted under the governing statutes.

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 Responsibility for Safety and Health

53.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Contract. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and Users who may be affected thereby. The Contractor shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the Owner. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

53.1.2 All Work, whether performed by the Contractor, its subcontractors or sub-subcontractors,

or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and
- B. all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

53.1.3 The Contractor is solely and exclusively responsible for worksite safety. If the Owner receives notice or is made aware that the Contractor has failed to provide a safe area for the performance of the Work or any portion thereof, then the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area until the Contractor remedies the unsafe conditions. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

53.1.4 The Contractor is solely and exclusively responsible for supervising all workers at the job site including ensuring the use of proper safety equipment by the workers for the duties performed. The Contractor shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. If the Owner receives notice or is made aware that the Contractor has failed in its duty to ensure that proper safety equipment is used by the workers, then the Owner shall have the right, but not the obligation, to suspend Work until the Contractor corrects the unsafe work practice. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

53.1.5 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Contractor shall defend, indemnify and hold the Owner, Design Professional, the Owner's Representative 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.

53.1.6 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, 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.

53.1.7 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.

53.1.8 The indemnity provisions of this section shall survive the termination or expiration of this Contract.

53.2 Protection of Work and Property; Responsibility for Loss

53.2.1 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 Owner 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 Owner 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 Owner, 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 Owner shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Contract.

53.2.2 Until final acceptance of the Work by the Owner pursuant to GC 72 of this Contract, 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 Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

53.2.3 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 Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work and including improvements disturbed outside the limits of construction) 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 Construction 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 Owner (unless (1) the Contractor has waived its rights of subrogation against the Owner on account thereof as provided in the Contract, 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).

53.3 Surface and Subsurface Water

53.3.1 Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the job site shall be permitted by the proper regulatory agency and submitted to the Owner for its prior written approval. All such Work shall be done at the sole expense of the Contractor.

53.4 Emergencies

53.4.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss to persons or property, or to remedy said violation, whichever is applicable. Failure by Contractor to take necessary emergency action shall entitle the Owner to take whatever action it deems necessary including, but not limited to, suspending the Work as provided in GC 23.

53.4.2 The Owner may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the Owner in taking such emergency action against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the Owner harmless against any and all costs or expenses pursuant to this Paragraph, by whomsoever incurred. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency Work which is not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a claim as provided in GC 65.

53.4.3 The indemnity provisions of this section shall survive the termination or expiration of this Contract.

53.5 Owner's Standards

53.5.1 The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficacy of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these rights by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

GC 54 PROJECT SITE PROTECTION

54.1 Contractor, at its expense, shall maintain such protection as provided in General Conditions Section (GC 53) titled "SAFETY & PROTECTION OF PERSONS & PROPERTY" in a satisfactory condition until removal is authorized by Owner. Contractor, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner. The Contractor will provide parking for its employees within the designated work areas. Contractor employees will not be allowed to park in areas which are used by any facilities which remain in operation.

GC 55 FIRE PREVENTION

55.1 Contractor shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Project Work area clear of all trash at all times.

55.2 All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the Owner. Contractor shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

GC 56 ILLUMINATION

56.1 When any Work is performed at night or where daylight is shut off or obscured, Contractor shall, at its expense, provide artificial light sufficient to permit Work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

GC 57 BEST MANAGEMENT PRACTICES

57.1 Contractor shall be responsible for evaluating the site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For example, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

57.2 Regulated Substances are substances that may cause significant harm to human health and the environment (including surface and groundwater). The Unified Land Development Code (ULDC) Section 9.3, Wellfield Protection, regulates the storage, handling, use and production of Regulated Substances within wellfield zones which may impair present and future drinking water suppliers. In addition, the ULDC, Section 9.6, Excavation, requires that "Best Management

Practices for the Construction Industries” be followed for Agricultural Area, TYPE II, TYPE IIIA and TYPE IIIB excavation activities.

57.3 If any Regulated Substances are stored on the construction site, they shall be stored in a location and manner which will 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 materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwaters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

57.4 Contractor shall familiarize itself with the manufacturer’s safety data sheet supplied with each material containing a Regulated Substance and shall be 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 a release.

57.5 Upon completion of construction, all unused and waste Regulated Substances and containment systems shall be removed from the construction site and shall be disposed of in a proper manner as prescribed by law.

GC 58 DUST CONTROL

58.1 The Contractor, for the duration of the Work, shall, at its expense, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other Work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

58.2 The Contractor shall, for the duration of the Work, protect all fixtures, equipment, devices, and surfaces from any dust or debris within any facility which is affected by the Work and shall comply with the Owner’s direction to insure dust control is being managed and maintained.

GC 59 WATER POLLUTION

59.1 Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

GC 60 AIR POLLUTION

60.1 The Contractor shall, at its expense, so perform its Work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Palm Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Palm Beach County Air Pollution Board Regulations.

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 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 will notify the Owner immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Owner. The Contractor shall maintain and post as necessary Material Hazard Data Sheets for all applicable hazardous materials used in the course of its Work.

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

61.3 The indemnity provisions of this section shall survive the termination or expiration of this Contract.

GC 61(a) ASBESTOS NOTIFICATION

61(a).1 Prior to the renovation of any structure, the Owner conducts an inspection for asbestos-containing building materials (ACBM), through a review of current surveys or the request for a new survey. All asbestos surveys are conducted under the direction of Florida licensed asbestos consultants contracted by the Owner.

61(a).2 Prior to the renovation of any structure, the Owner facilitates the removal of all ACBM that may be disturbed during the renovations, (except bituminous roofing materials), unless stated otherwise in the Contract. All asbestos removal is conducted by a Florida licensed asbestos contractor contracted by the Owner.

61(a).3 An asbestos summary report may be included as part of the Contract. If not attached, it is the Contractor's responsibility to contact the Owner and request the report.

61(a).4 Licensed asbestos contractors are not required for removing or repairing asbestos containing roofs, except for transite (cementitious) shingles. If the Work specified will disturb asbestos containing roofing materials, the Contractor must comply with all requirements of OSHA 1926.58 and ASBESTOS NESHAPS. A summary of these requirements are outlined by the National Roofing Contractors Association (NRCA). A licensed roofer who has training as an asbestos competent person is required for projects disturbing asbestos roof materials. The Owner will provide an asbestos survey of the roof.

61(a).5 If materials are discovered that are suspected asbestos materials that were not previously

sampled, Contractor must stop all work that will disturb these materials and immediately notify the Owner.

GC 62 INSPECTION; REJECTION OF MATERIALS AND WORKMANSHIP

62.1 All materials and equipment furnished and Work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. The Owner has the right but not the obligation to perform such quality surveillance, observations or quality audit as Owner deems necessary. Contractor shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, Owner shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. The Owner, its agents, employees and designees shall be entitled to conduct such surveillance, observation, or quality audits in such a manner and with such frequency and for such duration as Owner, in its sole discretion, shall determine is appropriate. If Contractor covers all or any portion of the Work prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Contractor. Owner has no duty or responsibility to inspect or audit Contractor's work and in doing so does not assume any liability or responsibility for Contractor's materials and workmanship. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such Work, materials or equipment shall prejudice the rights of Owner thereafter to correct or reject the same as hereinafter provided.

62.2 If any material, equipment or workmanship is determined by Owner, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Contract, Owner shall notify Contractor in writing that such material, equipment or Work is rejected and the Owner reserves the right to withhold payment on any such item. Thereupon, Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or Work by making the same comply strictly with all requirements of the Contract.

GC 63 TESTING

Unless otherwise provided in the Contract, drawings and specifications, shop testing of materials or Work shall be performed by the Contractor at its expense and in accordance with the technical specifications. Field testing of materials or Work shall be performed by Owner. Should tests in addition to those required by the specifications be desired by Owner, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense unless such additional tests are required due to Contractor's Work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Contractor's expense. Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or Work in place including reasonable stoppage of Work during testing. Contractor shall provide reasonable and accurate notice of when construction activities which require Owner's testing services are required. Contractor shall be responsible for

stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

GC 64 PROGRESS

64.1 Contractor shall give Owner full information in advance as to its plans for performing each part of the Work. If at any time during the progress of Work, Contractor's actual progress is inadequate to meet the requirements of the Contract, Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Owner, Contractor does not improve performance to meet the currently approved Contract construction schedule, Owner may require an increase in Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Owner. Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of Work and rate of progress required by the Contract.

64.2 Failure of Contractor to comply with the instructions of Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Contractor's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this Contract.

GC 65 CHANGES

65.1 Owner may, at any time, without invalidating the Contract and without notice to the surety(ies), make changes in the Work by issuing a Change Order. In the event that additive Change Orders increase the total contract amount of a "bond waiver contract" over the County's bond waiver limit of \$200,000, the contract will continue to be exempt from the bonding requirements if the change order is for a nominal amount. If there is a material change in project costs through a change order above the bond waiver limit of \$200,000 then a bond will be required. In the event deductive Change Orders decrease the total contract amount of a "bonded contract" below the County's bond waiver limit of \$200,000, bonding will continue to be required. Contractor shall provide notice to its surety(ies) of all Change Orders.

65.2 Owner will issue written orders to Contractor for any changes except that in the event of an emergency which Owner determines endangers life or property, Owner may issue oral orders to Contractor for any Work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered Work.

65.3 Contractor shall commence such changed Work so that all dates set forth in Contractor's current construction schedule as accepted by Owner will be met. In the event of an emergency which Owner determines endangers life or property, Contractor shall immediately commence such changes as required by Owner in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle Owner to invoke the provisions of the General Conditions entitled "TERMINATION FOR DEFAULT".

65.4 Unless otherwise required, Contractor shall, within twenty-one (21) calendar days following receipt of a written contract Field Bulletin, submit in writing to Owner a Contract Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to Owner of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered. A time extension for Work associated with an Owner change for which the Contractor has not submitted its change proposal or its subsequent revisions to the change proposal within twenty-one (21) calendar days will not be allowed.

65.5 The proposal shall state the Contractor's added and/or deleted compensation in detail, including but not limited to:

- A. Material quantities and unit prices
- B. Labor man-hours and wages by craft
- C. Equipment type and size and rental rate
- D. Overhead and profit percentage
- E. Subcontract costs with back-up detail as specified in items A, B, C, and D above.
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the Critical Path which would affect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by Owner).

65.6 Under no circumstances shall Contractor apply for or be entitled to recover consequential damages including, but not limited to, extended home office overhead costs associated with a change in the Work, whether or not calculated in accordance with the Eichleay Formula.

65.7 Any time extension request shall be submitted in accordance with GC 27. Owner may make changes to the Work after the contractual Substantial Completion date and will state in the added work directive if the completion of the Work is required for Substantial Completion. If the Work is required to be completed before Substantial Completion, then the provisions of GC 27 apply. If the Work may be completed after Substantial Completion, then the Work will be considered as a separate phase of the Contract with a separate time frame and completion date and will not affect the contractual Substantial Completion date.

65.8 If Contractor does not propose the method of compensation for such change or any part thereof within the time required, or if any proposed method is not acceptable, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Owner may direct and Contractor shall proceed upon direction (Construction Change Directive) with such change. A Construction Change Directive (CCD) is a written order prepared by the Architect/Engineer of Record and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete Work which, if not accomplished, could adversely affect a critical path activity. Upon receipt of the CCD, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of Record of the Contractor's agreement or disagreement with the method, if

any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract Time. When the Owner and Contractor agree with the determination made by the Architect/Engineer of Record concerning the adjustments in the Contract Sum and/or Time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by the preparation of a Change Order. The Contractor shall not seek payment for Work performed pursuant to a CCD until it has been converted to a Change Order.

65.9 If, at any time after Contractor commences such change, a method of compensation other than time and material is agreed upon, such compensation will be made in accordance with such agreement. In any event, Contractor shall keep accurate records of the actual cost to Contractor for such change. Costs for which Contractor shall be entitled to compensation on a time and material basis as described above, are as follows:

- A. Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, time-keepers and maintenance mechanics. The time charged to changes will be subject to the daily approval of Owner and no charges shall be accepted unless evidence of such approval is submitted by Contractor with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Contractor by law or collective bargaining agreements. Copies of certified pertinent payrolls shall be submitted to Owner.

- B. Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Contractor shall be made for all construction and automotive equipment or tools with a new cost of greater than one thousand dollars each. Equipment time charged to changes will be subject to daily written approval of Owner and no charges will be accepted unless evidence of such approval is submitted with Contractor's billing.

The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Contractor-owned equipment used in this Contract shall be those contained in the "RENTAL RATE BLUE BOOK" as published by EquipmentWatch, 1735 Technology Drive, Suite 410, San Jose, California 95110-1333, (800-669-3282) and current at the time Work for any specific change is performed. When equipment is used for time and materials change which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Contractor-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Owner.

When the operated use of equipment is infrequent and, as determined by Owner, such

equipment need not remain at the site of the Work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Owner's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged contract Work is used for time and material changed Work, the applicable rental rate shall be the actual rate paid by the Contractor at the time the Work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work, will be reimbursed to Contractor based on invoices, provided that prior written approval has been given to Contractor.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Contractor for equipment repair or equipment maintenance.

- C. Material Costs - Payment for the cost of materials furnished by Contractor for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Owner. Payment will be the net cost to Contractor delivered at the job and vendor's invoice shall accompany the billing along with the verification by Owner of such use of such materials.
- D. Contract and Outside Service Costs - Payment for Work and services subcontracted by Contractor in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Owner before the subcontractor starts to work on the change.
- E. Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Owner.

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 an overhead and profit fixed fee not to exceed a maximum of fifteen percent (15%) (the Maximum Percentage) of the estimated direct labor and material costs pertaining to each change which amount will be converted to a lump sum before Work begins. The agreed upon percentage (not to exceed the Maximum Percentage), including but not limited to overhead and profit, which may be added to the estimated Change Order costs for changes in the Work shall be as follows:

1. For all Work done by the General Contractor's own forces, the Contractor may add an overhead and profit fixed fee as agreed upon with Owner up to 15% of its estimated Change Order costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

2. For all Work done by subcontractors, the respective subcontractors may add an overhead and profit fixed fee as agreed upon up to 10% of their estimated costs which amount will be converted to a lump sum before the Change Order is issued and before Work begins. The general contractor may add an overhead and profit fixed fee as agreed upon up to 5% of the subcontractors' total estimate which amount will be converted to a lump sum before the Change Order is issued and before Work begins.

65.10 For any changes involving deductive items, the following shall apply to the amount of allowable overhead and profit:

1. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Contractor for processing.
2. For changes containing both additions and deductions covering related Work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change.

65.11 No Change Order or CCD shall be valid until approved and signed by the Owner. The Architect/Engineer of Record is not authorized to bind the Owner to changes relative to changes in contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the Project and is within the limits set forth in the Contract, the Owner may cause to be issued an appropriate Change Order to the Contract with or without the Contractor's signature.

65.12 The Architect/Engineer of Record will have the authority to order minor changes in the Work which do not involve adjustment to the Contract Sum or Time and are not inconsistent with the intent of the Contract. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly, and the Contractor shall receive no additional compensation therefore, nor shall there be any change in the Contract Time. The Architect/Engineer shall immediately provide notices of all minor changes in the Work to the Owner.

65.13 Execution of Change Order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the 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 modification(s) constitutes, in whole or part, a cardinal change to the Contract.

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

1. Conformed Documents - Prior to the first application for payment, Contractor shall show proof of conformed documents with all Bid addenda identified on the record drawings and on its field set of drawings. Supplemental information following the

bid shall be included and updated monthly for review with the application for payment.

2. Progress Records - During construction, Contractor shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between Work as shown and Work as installed. These drawings shall be available to Owner for inspection at any time.
3. Final Records - Prior to request for Substantial Completion, the Contractor shall furnish to Owner a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Owner, at its expense, will furnish Contractor with drawings for mark-up by Contractor. Contractor shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts. Record information necessary to establish utility services shall be provided by Contractor a minimum of 30 days prior to needed utility service.

B. Specifications:

1. Progress Records - During construction, Contractor shall keep a marked-up and up-to-date set of specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to Owner for inspection at any time.
2. Final Records – Prior to request for Substantial Completions, the Contractor shall furnish to Owner a complete set of marked-up as-built specifications with RECORD clearly printed on cover. Owner, at its expense, will furnish Contractor a set of specifications for mark-up by Contractor. Contractor shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.

C. Manuals and Training:

1. Manuals – As a condition precedent to Substantial Completion, the Contractor shall furnish to Owner three complete sets of manuals and applicable operating instructions as referenced in technical specifications. Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover.
2. Training: Where Owner training is required by the technical specifications, Contractor shall video and audio record the training and provide Owner with one copy of recording.

D. Endorsement:

1. Contractor shall sign each final record drawing and the cover of the record

specifications and shall note thereon that deviations and annotations are complete and accurate.

2. The Contractor shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.

E. Fixed Asset Equipment and Fixture Information:

1. Prior to Final Acceptance, Contractor shall provide the Owner with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than \$1,000.00. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and 3) the value of the equipment.

GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

67.1 Estimates and all support data shall be prepared by Contractor and submitted in writing for Owner's approval on or about the end of each month covering the amount and value of Work satisfactorily performed by Contractor up to the date of such estimate. Such estimates shall be based on the construction schedule completed activity cost, as approved, and may be confirmed by actual measurement of the Work in place. Estimates shall be based on cumulative total quantities of Work performed. Estimates may include materials or equipment not incorporated into the Work provided the requirements set forth below are met. A format for such estimates shall be determined by the Owner according to type of Contract Work and shall be agreed upon prior to, or no later than, application for the first progress payment.

67.2 The quantity of Work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number, approved by Owner, of units of Work satisfactorily completed with the Contract and computed in accordance with applicable measurement for payment provisions of the Contract.

67.3 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided such materials meet the requirements of this Contract, plans, and specifications and are delivered to acceptable locations at the Project Site or to other sites in Palm Beach County that are acceptable to the Owner (bonded warehouse). Such material must be stored in a secure manner, acceptable to the Owner, and in accordance with any manufacturer's recommendations.

67.4 Delivered cost of such stored or stockpiled materials may be included in any subsequent payment request once the Contractor meets the following conditions:

1. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Contract, by name.
2. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
3. Once any stored material is paid for by Owner, it shall not be removed from the designated

storage area except for incorporation into the Work.

4. Evidence that Contractor has verified quantity and quality of materials delivered (verified packing list).

It is not the intent of this section to pay for stored materials that are intended for day-to-day inventory i.e. small diameter piping, fittings, conduit, etc. Payment for stored materials under this section shall be limited to finished prefabricated products, piece-marked, and customized for the Project. Any payment for stored materials is subject strictly to the sole discretion of the Owner.

It is further agreed between the parties that the transfer of title and the Owner's payment for any stored or stockpiled materials pursuant to this General Condition shall in no way relieve the Contractor of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, plans and specifications.

67.5 Contractor shall make all surveys necessary for determining all quantities of Work to be paid for under the Contract. Copies of field notes, computations, and other records made by Contractor for the purpose of determining quantities shall be furnished to Owner upon request. Contractor shall notify Owner prior to the time such surveys are made. Owner, at its discretion, may arrange to have its representative witness and verify all surveys made by Contractor for determining quantities of Work to be paid for under the Contract. Measurements and computations shall be made by such methods as Owner may consider appropriate for the class of Work measured.

The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the drawings or in the specifications, shall be determined by Owner.

67.6 No payments of invoices (or portions thereof) shall at anytime constitute approval or acceptance of the Work under this Contract, nor be a waiver by Owner of any of the terms contained herein.

GC 68 PROGRESS PAYMENT PROCEDURES

68.1 The Contractor shall prepare a schedule of values by phases of Work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of Work scheduled. Change Orders shall be added as separate line items. The schedule of values shall be submitted to the Owner and Architect/Engineer of Record for review and approval prior to "Commencement of Work."

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 Work Orders with Work Time of 120 calendar days or less, partial payment shall be made at 50% of the bid price for mobilization, per month, for each of the first two (2) months following the Commencement Date. For Work Orders with Work Time in excess of 120 calendar days, partial payment shall be made at 25% of the bid price

for mobilization, per month, for each of the first four (4) months following the Commencement Date. In no event shall more than 50% of the bid price for mobilization be paid prior to commencing construction on the project site.

Total partial payments for Mobilization on any Project, shall be limited to ten percent (10%) of the original Contract amount for the Project. Any remaining amount shall be paid upon completion of all Work under the Work Order.

For lump sum projects, the general conditions costs will be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs).

1. Contractor's field office personnel (full-time on-site).
2. Construction office and storage facilities.
3. Utilities required to sustain field office and sanitary facilities.
4. Electrical power and water for construction.
5. Bonds and Insurance.

Progress Payments for General Conditions Costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for shop drawings and deposits for materials will not be allowed.

Prior to initial payment request, the following must be submitted and approved by the Architect/Engineer of Record and Palm Beach County Environmental Resources Management Division.

1. List of principal subcontractors and suppliers.
2. Schedule of values.
3. Shop drawing log.
4. Project schedule.
5. Certified copy of recorded bond. The County's contract number will be provided after award of the Contract and Contractor shall include this number on the bond prior to recording the bond. County will not make any payment to Contractor until Contractor has complied with this requirement.

68.2 The Contractor will prepare and submit one (1) original copy of monthly invoices for Work completed during the one-month period. Pay applications shall be submitted in the format and wording of the form contained in Appendix A to these General Conditions. All information must be completed for the pay application to be accepted. Owner's account number(s) for the Project will be given at the Pre-Construction meeting and will be placed at the top right hand corner of each application. These payment applications will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the application, the Contractor shall submit a rough draft plus two extra copies for the Owner and Architect/Engineer of Record to review. The Contractor shall submit four (4) final approved copies to the Architect/Engineer of Record, whose approval is required prior to submission to the Owner.

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit

new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes.

68.3.1 Retainage, in the amount of 5 %, will be withheld on the calculated value of any Work, with the exception of stored materials which may be paid at the supplier's invoiced cost.

68.3.2 The Contractor may request at any point the release of retainage from the Owner attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers if the work of the subcontractor has been successfully completed or if the materials of the supplier have been inspected and accepted by the Contractor. Owner may approve such requests on a case by case basis in the Owner's discretion. In order to substantiate such a request, the Contractor must submit the request in writing to the Owner and attach a statement of the Contractor that the subcontractor has successfully completed the work or the supplier has delivered acceptable materials and there are no disputes, demands or claims outstanding with respect to the completed work or delivered materials. Owner reserves the right to request additional documentation supporting Contractor's request for release of retainage on completed work or delivered materials, including a consent from the Contractor's Surety.

Notwithstanding the foregoing, in no instance can the amount retained be less than the value of Owner's good faith claims plus the value of the Work the Owner determines remains to be put in place or required to be performed as remedial activities.

All retainage released by the Owner to the Contractor which is attributable to the labor, services or materials supplied by one or more subcontractors or suppliers must be timely remitted by the Contractor to those subcontractors or suppliers.

68.4 Each application for payment shall be accompanied by the following:

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to Subcontractors" from the General Contractor for the portion of Work up to the date of that particular pay application.
2. An Owner approved construction schedule update

68.5 Intentionally Deleted.

68.6 If one or more "Notice of Non-Payment" is received by the Owner, no further payments will be approved until non-payment(s) have been satisfied and an original "Release of Claim" for each "Notice" has been submitted to the Owner. Upon request, Contractor shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Owner may allow, with consent of Surety and indemnification of the County against any claims, payment for Work on which there is an outstanding Notice of Non-Payment.

68.7 Any amount otherwise payable under the Contract may be withheld, in whole or in part if:

1. Any claims are made against Contractor by Owner or third parties, including claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such claim; or
2. Contractor is in default of any Contract condition; or
3. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid; or
4. Defective work or material is not remedied; or
5. Contractor persistently fails to carry out the Work in accordance with the Contract; or
6. Contractor fails to submit the information required by this Contract; or
7. Contractor fails to submit an owner approved updated Schedule with each Application for Payment.

68.8 If claims or liens filed against Contractor or property of Owner connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from Owner to do so, Owner may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any claim or lien against Contractor is discharged by Owner after final payment is made, Contractor and its surety or sureties shall promptly pay Owner all costs (including attorney's fees) incurred thereby regardless of when such claim or lien arose.

68.9 Following issuance, by the Architect/Engineer of Record, of a Certificate of Substantial Completion, Contractor may submit a special payment request, provided the following have been completed:

1. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Owner's occupancy and use of the project.
2. Complete final cleaning of the Work.
3. Submit record documents (record drawings).
4. Submit listing of Work to be completed before final acceptance.
5. Settle liens and other claims.
6. Obtain Consent of Surety for partial release of retainage.
7. Settle Liquidated Damages due to Owner, if any.
8. Conditional Final Waiver and Release of Claim signed by Contractor.

68.10 Upon receipt by Owner of Contractor's written "Notice of Final Completion" of its Work

under this Contract, in accordance with GC 72, Owner shall verify all Work has been completed on the Project. When all Work has been verified as complete, and the Contractor completes and submits the items listed below, the Contractor may submit a final invoice.

1. Complete all Work listed on the punchlist prepared in accordance with GC 71 and obtain Architect/Engineer certification of completed Work.
2. Submit proof of payment on fees, taxes or similar obligations.
3. Transfer operational, access, security and similar provisions to Owner; remove temporary facilities, tools and similar items.
4. Obtain Consent of Surety for final payment and/or partial release of retainage.
5. All information required by GC 66.
6. Obtain certification of as-built (record) drawings from Architect/Engineer of Record.
7. Final Waiver and Release of Claim signed by Contractor.

GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Owner, any portion of Work performed by Contractor is in a condition suitable for use, Owner may issue a certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such certificate of Substantial Completion (Partial Utilization) will be issued in accordance with the applicable requirements of General Condition 71 "SUBSTANTIAL COMPLETION". Such use by Owner shall in no case be construed as constituting final acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by Owner of any of the conditions thereof, provided, that Contractor shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of Work, Contractor shall be entitled to an equitable adjustment in its compensation and/or schedule under this Contract.

69.2 If, as a result of Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Owner, Owner shall have the right to continue such use until such portion of Work can, without injury to Owner, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such Work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

69.3 Contractor shall not use any permanently installed equipment unless such use is approved by Owner in writing. Where Contractor's written request is granted for the use of certain equipment, Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Owner. If Owner furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of Contractor and shall be considered Contractor's employee for all purposes other than the payment of such operator's wages, workmen's compensation or other benefits paid directly or indirectly by Owner.

GC 70 ALLOWANCES AND UNIT PRICES

70.1 The bidders shall include in the base lump sum bid all unit prices and allowances if so required in the Special Conditions or applicable parts of the Bid Proposal Form. Items covered by unit prices shall be supplied for such amounts as the County may direct.

70.2 Unit prices shall apply to revisions to the Work as applicable. Unit Prices are "all inclusive", including labor, material, supervision, tools, equipment, insurance taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary.

GC 71 SUBSTANTIAL COMPLETION

71.1 The date of Substantial Completion is the date established by the Architect or Engineer (A/E) and approved by the Owner when the Project is sufficiently complete to permit the Owner to use it for its intended purpose, the County issues a certificate of Substantial Completion and the items listed below are complete. For the issuance of a certificate of Substantial Completion (Partial Utilization) in accordance with General Condition 69, the Owner and/or the A/E will notify the Contractor of which items listed below must be complete for partial utilization.

71.2 The Contractor shall notify the A/E in writing when the Contractor considers the Project Substantially Complete and attach a comprehensive list of incomplete Work and items needing correction with dates indicating when the items listed will be completed.

71.3 Once the A/E has received notice and attachments from the Contractor, the A/E will promptly inspect the Work. The A/E may refuse to inspect the Work if the Work is obviously not substantially complete or when the Contractor's list is not complete.

71.4 The following items shall be completed prior to a request by the Contractor for inspection for Substantial Completion.

1. Certificate of Occupancy or Certificate of Completion, as applicable, shall be obtained from the proper Building Official.
2. All general construction completed.
3. All mechanical and electrical Work complete, equipment and fixtures in place, connected, cleaned and ready for use.
4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
5. All painting shall be completed; all signs installed.
6. All project components including floors, glass and metal Work shall be cleaned.
7. All finish hardware shall be installed, and all doors shall be in good working order. All keys and blanks shall have been provided.
8. Project site shall be cleared of the Contractor's excess equipment, storage shacks,

trailers, and/or building supplies. All temporary construction shall be removed.

9. All mechanical and electrical systems including Fire Alarm and Security, shall be complete, fully functional, and demonstrated to the Owner. The Fire Alarm system must be 100% complete without exception.
10. All operations and maintenance manuals for all equipment shall have been submitted.
11. Manufacturers' certifications and warranties shall be delivered to Owner.
12. All operations and maintenance training related literature, software and back-up disks shall have been provided.
13. All required spare parts as well as any special tools shall have been provided.
14. All HVAC testing and balancing reports shall have been submitted and approved.
15. The Project record drawings and specifications shall be submitted in accordance with GC 66.

71.5 If Substantial Completion is not obtained at the inspection called by the Contractor, for reasons which are the fault of the Contractor, the cost of any subsequent inspections requested by the Contractor for the purpose of determining Substantial Completion shall be the responsibility of the Contractor and shall be assessed against the final payment application.

71.6 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 *et seq.*, A/E and/or Owner will prepare the punchlist required by the Local Government Prompt Payment Act. The punchlist items shall be corrected by the Contractor within 30 calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete the Work pursuant to the Contract.

GC 72 FINAL INSPECTION AND ACCEPTANCE

72.1 When the Contractor considers that all Work under the Contract is complete as previously referenced in GC 71, Contractor shall so inform Owner and A/E in writing, "Notice of Final Completion". When items on the punchlist as recorded at the Substantial Completion inspection have been corrected and the Owner is satisfied that all Work under the Contract is completed and is in accordance with the requirements of this Contract, Owner shall notify the Contractor in writing of final acceptance of its Work under this Contract. The Owner will then make final payment to the Contractor in accordance with the terms of General Condition 68 of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items, for which a Change Order will be issued:

1. Liquidated Damages, as applicable.

2. At the discretion of the Owner, one and one-half times the value of outstanding items, corrective Work, and incomplete punchlist. All such Work shall be completed or corrected to the satisfaction of the Owner within the time stated on the Certificate of Substantial Completion, or on the "final punchlist", or any other "punchlist", otherwise the Contractor does hereby waive any and all claims to all monies withheld by the Owner to cover the value of all such uncompleted or uncorrected items.

72.2 Neither final acceptance of the Work, nor payment therefore, nor any provision of the Contract shall relieve the Contractor of responsibility for defective or deficient materials or work or responsibility for full Contract compliance. If, within one (1) year or as provided for elsewhere in the General Conditions or technical specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract, the Contractor shall correct, remove and replace it promptly after receipt of a written notice from the Owner and correct and pay for any damage to other Work resulting therefrom as set forth in General Condition 28 entitled "WARRANTY".

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

73.1 The Contractor shall make its own arrangements for disposal of materials outside the Project limits and it shall pay all costs involved. The Owner reserves the right to retain any salvage material or equipment scheduled for removal. Should the Owner elect to retain salvaged materials or equipment, the Contractor will provide appropriate on-site storage and protection. The Owner will be responsible for transporting from the site any materials or equipment it has elected to retain. Off-site disposal of any items not retained by the Owner shall be the responsibility of the Contractor.

73.2 When any material is to be disposed of outside the Project limits, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and the Contractor shall file in writing with the Owner said permit or the certified copy thereof together with a written release from the property owner absolving the Owner of any and all responsibility in connection with the disposal of material on said property.

73.3 When material is disposed of as above provided and the disposal location is visible from the Project, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Owner.

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTORS/SUPPLIERS

74.1 The Contractor represents to the Owner that neither the Contractor, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of the Contractor, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted with to furnish labor, material, equipment or professional services in connection with the construction of the Project. Contractor agrees to give written notification and obtain the approval of the Owner before entering into any Contract on this Project with any subcontractor or materialman where there exists

any identity of interest.

GC 75 CLEANING UP

75.1 Contractor shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of Work.

GC 76 PROJECT SIGNS

76.1 Contractor, at no additional cost to the Owner, shall construct a project job sign as indicated and described on Site Sign Detail. Contractor shall coordinate location of sign with Owner's representative and install such sign within 21 days after Owner's issuance of "Notice to Proceed". Any deletion/addition of lettering during the life of the Project will be at the Contractor's expense. Contractor will remove and properly dispose of sign at Substantial Completion of the Project. With the exception of the right reserved by the Owner to erect a sign in connection with the Project and unless otherwise provided in the Contract, Contractor shall not display or permit to be displayed on or about the project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.

GC 77 CONSTRUCTION INCENTIVE PROGRAM

The scope of this program is to provide a monetary incentive for the Contractor to use value engineering techniques to reduce the total cost of the overall Contract. After the award of the Contract, the Contractor will review the drawings and specifications to determine if there are areas where the use of value engineering concepts will reduce the cost of the existing Contract to the County.

The following applies to a Contractor developed and documented Construction Incentive Change (CIC) which:

- a. Requires a change to this Contract to implement the CIC; and
- b. Reduces the Contract price without impairing essential function or characterization of the Contract provided that the proposal is not based solely on a change in deliverable and item quantities or quality; and
- c. Does not reduce the SBE participation below the level specified in the Contract; and
- d. Is approved by the Owner.

Each CIC submitted shall contain, at a minimum, all pertinent information to allow the Owner to evaluate the difference between the existing Contract and the proposed change. Advantages and disadvantages shall be documented. All associated costs, savings, and possible future expenses to the Owner shall be listed. Any increases in operation and maintenance costs for a 20-year period shall be documented; redesign costs required for proper application and installation shall be included; and any effect on the completion time of the Contract shall be noted.

All CIC's shall be submitted to the Owner. The proposals shall be processed by the Owner whom shall not be liable for any delay in acting on the CIC. The Contractor has the right to withdraw, in whole or in part, any CIC, at any time prior to acceptance by the Owner.

The Owner may accept, in whole or in part, by Change Order any CIC submitted under this clause. A CIC with a net savings of less than \$1,000 to the Owner will not be considered. When a Change Order is issued regarding a CIC on this Contract, the Contractor shall remain obligated to perform in accordance with this Contract. The decision of the Owner as to the acceptance of any CIC under this Contract shall be final.

If a CIC submitted by the Contractor in accordance with this clause is accepted, the Contract price shall be adjusted. The contract price shall be reduced by 50% of the amount agreed upon, between the Owner and the Contractor, as savings if the total value of the savings is greater than \$50,000. The contract price will be reduced by 75% of the amount agreed upon as savings for the CIC if the total value of the savings is less than \$50,000. The remainder of the savings will accrue to the Contractor.

The Contractor shall include appropriate arrangements to pass-on any savings to subcontractors where the approved CIC is greater than \$50,000, and may include such arrangements in contracts of lesser value.

GC 78 SEVERABILITY

78.1 If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

GC 79 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

79.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

79.2 Required Procedures for Protecting Confidential and Exempt Information.

- A. Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to the Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the County has the statutory obligation to protect such records from public disclosure and only disclose confidential information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the Contractor's Work by making specific documents

available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.

B. Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the Contractor include, but are not limited to:

- Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure owned or operated by the County;
- Security system plans, including records, information, photographs, audio and visual representations, schematic diagrams, floor plans, surveys, as-built drawings, recommendations or consultations relating directly to the physical security of the facility or revealing security systems in whole or in part;
- Threat assessments;
- Emergency evacuation plans;
- Sheltering arrangements; or
- Manuals for security personnel, emergency equipment, security training; or otherwise containing narrative and/or graphic content of a security nature.

C. Obligations.

1. Maintain the Confidentiality of the Confidential Information. The Contractor has an obligation to maintain the confidential status of Confidential Information. The Contractor shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the County. The Contractor shall restrict access to Confidential Information to: 1) the Contractor's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing services under this Contract. Prior to releasing any Confidential Information to a Third Party, the Contractor shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Section, and maintain a list of any Third Party to which the Contractor has distributed Confidential Information. **Other than as authorized above, the Contractor shall not, without prior written approval of County, publish, copy, or otherwise disclose to others any Confidential Information.**
2. Disclosure Warning. If Confidential Information is in written form, the Contractor shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contain exempt information. If the Contractor is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT STATUS OF THE

INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE COUNTY IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONTRACTOR/CONSULTANT SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

3. Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records, i.e. email, which may be exempt from Public Records Requests and protect information that is exempt from disclosure, the Contractor (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the *first* four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.
 4. Notification of Improper Disclosure. County must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The Contractor shall make a report to the County not more than seven (7) business days after the Contractor learns of such an improper disclosure or unauthorized use of the Confidential Information. The Contractor's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure or used the information, what the Contractor has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or improper disclosure. The Contractor shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the County. The Contractor shall take all steps the County deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.
- D. Survival. The nondisclosure provisions of this Section shall survive the termination or expiration of this Contract. The Contractor's duty to hold Confidential Information in confidence shall remain in effect until County sends the Contractor written notice releasing the Contractor from the provisions of this Section.
- E. Enforcement. The Contractor understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the County in law or equity.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT: PROJECT MANAGER FOR THIS PROJECT, ENVIRONMENTAL RESOURCES MANAGEMENT, WEST PALM BEACH, FL 33411 OR BY EMAIL AT OR BY TELEPHONE AT 561-233-2400.

GC 80 LIQUIDATED DAMAGES

For purposes of the Contract Documents, Liquidated Damages means damages assessed for the contractor's failure to substantially complete the Work within the Contract Time, including any change(s) to Contract Time authorized by Change Order(s) and Written Amendment(s). Should the Contractor or, in the event of its default, the Surety, fail to achieve certification of Substantial Completion of 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 Substantial Completion of the Work by the County, due to an unreasonable action or delay on the part of the County.

GC 81 DISCLAIMER OF CONSEQUENTIAL DAMAGES

The County shall not be liable to the Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by the Contractor in connection with this Agreement, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost

business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

GC 82 REQUEST FOR SECTION 179D ALLOCATION.

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the County to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable and if the Contractor considers it may be eligible for an allocation of the 179D deduction, then the Contractor must apply to the County through the Architect/Engineer of Record for the project. The Architect/Engineer of Record is responsible for applying to the County for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the County the allocation of the deduction. The County's Representative will provide to Contractor the Department's policy and forms related to the Section 179D deduction when requested.

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

If COUNTY terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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

**Coral Cove Emergency Dune Restoration
PROJECT NO.: 2023ERM06**

SPECIAL CONDITIONS

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SC-1 SPECIAL CONDITIONS

The following Special Conditions supplement, modify, change, delete from or add to the General Conditions of this Contract. Where any paragraph or subparagraph is modified or deleted by these supplements, the unaltered provision of that paragraph, subparagraph or clause shall remain in effect.

SC-2 FORMS AND DOCUMENTS – Modification to General Condition 12.1, delete and insert the following:

The below listed documents are to be used by the Contractor and Owner during the administration of this Contract. Additional administrative forms may supplement this list upon written notice by the Owner (or Owner's Authorized Representative). Owner reserves the right to modify these forms as it deems necessary. Contractor shall maintain logs for Items A-M and provide to Owner as needed.

- A. Notice to Proceed
- B. Construction Invoice Form

- C. Change Order Form
- D. Warranty of Title and Release
- E. Statement of Unresolved Claims
- F. Certificate of Substantial Completion
- G. Statement and Documentation Regarding Subcontractor Releases
- H. Contractor's Certification of Final Completion
- I. Consent of Surety for Final Payment
- J. Final Warranty of Title and Release
- K. Guarantee
- L. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participant
- M. Certification Regarding Lobbying

SC-3 PRE-CONSTRUCTION CONFERENCE – Modification to General Condition 36.1, delete and insert the following:

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 work. 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 work identified in the Contract, including all documentation and reporting requirements, daily administration of the work, and the working relationship between the Contractor and the County. The County shall review with the Contractor the Contract, 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.

SC-4 CONTRACTOR'S WORK AREA - Modification to General Condition 40.1, delete and insert the following:

All Contractors' work areas on the jobsite will be assigned by County. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. A representative of the Contractor on site shall be reachable by phone at all times during normal working hours. Should Contractor find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Contractor shall, at its expense, provide and make its own arrangements for the use of such additional land.

SC-5 WARRANTY – Modification to General Condition 28, add as follows:

28.11 Erosion of material and damages to the project due to natural forces (e.g. wind, waves)

after substantial completion are not subject to the warranty period.

28.12 The Contractor shall not be responsible for replacing sand eroded from the fill template during the warranty period for dune and beach restoration projects.

SC-6 DIFFERING SITE CONDITIONS – Modification to General Condition 33, add as follows:

33.3 Erosion/accretion of sand or changes in the slope/elevation of the beach and dune profile shall not constitute a differing site condition.

SC-7 LIQUIDATED DAMAGES – Modification to General Condition 80, delete and insert the following:

For purposes of the Contract Documents, Liquidated Damages means damages assessed for the contractor's failure to substantially complete the Work within the Contract Time, including any change(s) to Contract Time authorized by Change Order(s) and Written Amendment(s). Should the Contractor or, in the event of its default, the Surety, fail to achieve certification of Substantial Completion of 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 **Schedule of Payments (Exhibit A)**.

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 Substantial Completion of the Work by the County, due to an unreasonable action or delay on the part of the County.

Appendix A

- Notice to Proceed
- Construction Invoice Form
- Change Order Form
- Warranty of Title and Release
- Statement of Unresolved Claims
- Statement and Documentation Regarding Subcontractor Releases
- Certificate of Substantial Completion
- Contractor's Certification of Final Completion
- Consent of Surety for Final Payment
- Final Warranty of Title and Release
- Guarantee
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Participant
- Certification Regarding Lobbying

NOTICE TO PROCEED

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

DATE: _____

TO: _____
(CONTRACTOR)

ADDRESS: _____

**FOR
PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT
Project No.: 2023ERM06
Project Name: Coral Cove Emergency Dune Restoration (Federalized)**

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) Safety Plan as required in Special Conditions Article 7
- 2) List of emergency contact(s)
- 3) Designation of Construction Manager as required in General Condition Article 2
- 4) List of all subcontractors that will perform work under this contract
- 5) Construction CPM Schedule as required in General Condition Article 47
- 6) Certified copy of recorded Public Construction Bonds

The Pre-construction Conference is scheduled _____.

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

<u>None</u>	<u>None</u>
Design Professional	Public Entity

Palm Beach County, Florida

By: _____
Deborah Drum, 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: _____

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

DESCRIPTION OF MODIFICATIONS: SEE ATTACHED EXHIBIT A

PROJECT NAME: Coral Cove Emergency Dune Restoration (Federalized)
PROJECT NO.: 2023ERM06

(Contractor)

CONTRACT RESOL. NO. _____
COMMISSIONER DISTRICT NO.: _____
CONTRACT DATE: _____
NOTICE TO PROCEED DATE: _____
COMMENCEMENT DATE: _____
BUDGET LINE ITEM: _____

SIGNATURE OF THE CONTRACTOR INDICATES HIS/HER AGREEMENT TO THE ADJUSTMENTS HEREIN, INCLUDING AGREEMENT TO AND SETTLEMENT OF ANY ADJUSTMENT IN THE CONTRACT PRICE AND/OR CONTRACT TERM, AND CONTRACTOR SHALL NOT BE ENTITLED TO, NOR SHALL CONTRACTOR MAKE ANY CLAIM FOR ADDITIONAL SUMS OR TIME RELATED TO THIS CHANGE.

The following changes are approved and incorporated into the Contract by execution of this Change Order:

The Original Contract Price was \$ _____
 Net Change by previous Change Orders \$ _____
 The Contract Price prior to this Change Order was \$ _____
 The Contract Price will be **increased/decreased** by this Change Order \$ _____
 The New Contract Price **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) and this change order, 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. The completion date, Contract Price, and all terms, covenants, and conditions of the above referenced Contract, except as duly modified by this and previous Change Orders, if any, shall remain in full force and effect.

CONTRACTOR

Address

BY _____

ITS _____
[Title]

DATE _____

FOR Palm Beach County/Board of County Commissioners

OWNER

c/o ERM, 2300 N. Jog Road, 4th Floor

Address

West Palm Beach, FL 33411

BY _____

Deborah Drum, Director
Environmental Resources Management
Department

DATE _____

WARRANTY OF TITLE AND RELEASE

(For Periodic Progress Payments)

INVOICE #: _____
INVOICE PERIOD ___/___/20__ TO ___/___/20__
PROJECT NO.: 2023ERM06
PROJECT NAME: Coral Cove Emergency Dune Restoration (Federalized)

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, Resolution No. R _____, 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 PALM BEACH COUNTY, a Political Subdivision of the State of Florida, By and Through Its Board of County Commissioners (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 PRICE \$ _____
- B. Approved Work Supplements \$ _____
- 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.

(CORPORATE SEAL)

(Contractor)

(Signature)

(Name/Title)

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization

this ____ day of _____, 20____, by _____ (name). He/She is

personally known 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.: 2023ERM06

PROJECT NAME: Coral Cove Emergency Dune Restoration (Federalized)

CONTRACT RESOLUTION 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)

STATEMENT AND DOCUMENTATION REGARDING SUBCONTRACTOR RELEASES

TO: Palm Beach County / Board of County Commissioners,
c/o Environmental Resources Management Department (ERM)

DATE: _____

PROJECT NAME: Coral Cove Emergency Dune Restoration (Federalized)

PROJECT NO.: 2023ERM06

CONTRACT RESOLUTION NO.: R20

FINAL PAYMENT APPLICATION NUMBER _____

FROM: _____ (Contractor Name)

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NO.: 2023ERM06

PROJECT NAME: Coral Cove Emergency Dune Restoration (Federalized)

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 / BOARD OF COUNTY COMMISSIONERS,
C/O ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT

(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: _____
ERM Project Manager

(Print Name)

Date _____

CONTRACTOR hereby accepts this Certificate of Substantial Completion:

By: _____
(Signature) (Print Name)

_____ Date: _____
(Title)

County acknowledges receipt of this Certificate of Substantial Completion:

By: _____
Director
Environmental Resources
Management Department (Print Name)

Date _____

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

TO: Palm Beach County / Board of County Commissioners,
c/o Environmental Resources Management Department (ERM)

PROJECT NAME: Coral Cove Emergency Dune Restoration (Federalized)

PROJECT NO.: 2023ERM06

CONTRACT RESOLUTION NO.: _____

ATTN: _____, ERM 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 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 Contract Documents.

DATE OF FINAL COMPLETION: _____

BY _____
(Signature) (Print Name)

(Title) Date: _____

Recommended by the COUNTY:

By: _____
ERM Project Manager (Print Name)
Date: _____

County acknowledges receipt of this Certificate of Final Completion:

By: _____
Director (Print Name)
Environmental Resources
Management Department Date _____

CONSENT OF SURETY FOR FINAL PAYMENT

PROJECT NAME: Coral Cove Emergency Dune Restoration (Federalized)

PROJECT NO.: 2023ERM06

PROJECT LOCATION: Coral Cove

CONTRACT RESOL. NO.: R20

CONTRACT DATE: _____

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 (Payment) and PUBLIC CONSTRUCTION BOND (Performance) 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 Payment and Performance Bonds # _____ and Surety waives any defenses to enforcement of its obligations.

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)

NAME/TITLE: _____

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____ (name). He/She is personally known 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

STATE OF FLORIDA

COUNTY OF _____

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 Resolution No. _____, 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 **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter called the "County"), for **Project No.:2023ERM06, Coral Cove Emergency Dune Restoration (Federalized)** 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.

(CORPORATE SEAL)

(Contractor)

(Signature)

(Name/Title)

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization

this ____ day of _____, 20__, by _____(name). He/She is personally

known 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 **Project Name: Coral Cove Emergency Dune Restoration (Federalized)**, 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 Filing Date)

(Contractor)

(Final Completion Date)
Filled in upon Final Completion)

(CORPORATE SEAL)

By: _____
(Signature)

(Witness Signature)

(Print Name)

(Print Witness name)

ITS _____
(Title)

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 by means of physical presence or online notarization on this _____ day of _____, 20____, by _____ (name). He/She is personally known to me or has presented _____ (type of identification) as identification.

Notary Public Signature and Seal

Print Notary Name and Commission Number

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER PARTICIPANT**

PROJECT NO.: 2023ERM06

PROJECT NAME: Coral Cove Emergency Dune Restoration (Federalized)

The Contractor certifies that:

(a) This Contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

(b) The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to FDEM and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(d) The Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Contractor of this Certification completed by its suppliers, subcontractors and subconsultants.

CONTRACTOR NAME: _____

ADDRESS: _____

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name and Title

Signature

Date

CERTIFICATION REGARDING LOBBYING

(To be submitted with each contract exceeding \$100,000)

PROJECT NO.: 2023ERM06

PROJECT NAME: Coral Cove Emergency Dune Restoration (Federalized)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Contractor Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

**PROJECT NAME: Coral Cove Emergency Dune Restoration
(Federalized)
PROJECT NO.: 2023ERM06**

TECHNICAL SPECIFICATIONS

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A GENERAL REQUIREMENTS

1 Scope of Work

The objective of these Contract Documents is to identify and secure a Contract necessary for the emergency restoration of dunes within the Coral Cove Dune Restoration Project area in Palm Beach County. Figure 1 shows the project location and Figure 2 shows the project area.

The work includes providing and/or excavating, transporting, placing, and grading material within the project area consistent with the lump sum and unit costs cited in the Schedule of Payments (Exhibit A). Contractors shall furnish all labor, materials, equipment, and services necessary to complete the scope of work outlined in these specifications.

The construction plans show planned construction accesses. Construction access and staging areas are subject to change. Engineer's Estimate for the contract is \$2,017,838.74.

2 Contractor Capacity

The CONTRACTOR shall have the capacity (necessary equipment, and operators available) to supply and/or excavate, transport, deliver, place, and grade no less than a total of 45,200 tons (22,070 cubic yards) of material at a daily rate of no less than 3,200 tons (2,500 cubic yards) of sand per 10 hour day of work. The CONTRACTOR shall begin to supply or excavate, transport, and deliver material within 48 hours of faxed or emailed receipt of the Commencement Date cited in Notice to Proceed and shall be at full operating capacity within 5 calendar days of receipt of the Commencement Date cited in Notice to Proceed. The CONTRACTOR shall provide certification from the upland sand source documenting that they can fulfill capacity and technical specifications. The source shall be approved by the COUNTY.

3 Inspection Notification

The CONTRACTOR shall notify the COUNTY at least 48 hours before the following construction activities at each of the designated sites:

- Mobilization
- Sand delivery
- Final grading
- Beach tilling
- Pre-/post-construction surveying
- Demobilization
- Site restoration

4 Pre-Construction and Progress Meetings

Prior to commencement of construction, the CONTRACTOR shall meet on site with the COUNTY representative to verify construction access and staging areas and to verify pre-construction conditions. Photographs will be taken by the CONTRACTOR and submitted to the COUNTY to document pre-construction conditions. At this meeting, the COUNTY and CONTRACTOR shall discuss the CONTRACTOR'S approved:

- a. Operations Plan including work schedule, site preparation and restoration, method of construction staking, and fencing/security requirements;

- b. Maintenance of Vehicular and Pedestrian Traffic Plan, including proposed trucking routes and public safety; and
- c. Turbidity Control and Monitoring Plan (if required).

The CONTRACTOR shall also attend periodic progress meetings to be scheduled by the COUNTY.

5 Work Delays

Delays in work due to the fault or negligence of the CONTRACTOR or due to the CONTRACTOR'S failure to comply with any specification shall not be compensable.

6 Conflicts

To the extent that there is a conflict between the various sections of the Contract Documents, the order of documents set forth in the Instructions to Contractor and Representations (Exhibit B) shall govern their interpretation.

7 Construction Access

The CONTRACTOR shall utilize construction access(es) as specified by the COUNTY. During construction, the CONTRACTOR shall make provisions to (a) minimize interference with normal vehicular traffic, (b) provide necessary traffic safety measures, per FDOT regulations, when interruptions to normal traffic patterns are necessary, including but not limited to: signs, cones, flag men, etc., and (c) control public access and provide for public safety within the construction areas, construction accesses, and staging areas. Any cost associated with construction access shall be incorporated into Line Item 3, Maintenance of Vehicular and Pedestrian Traffic, in the Schedule of Payments (Exhibit A).

8 Work Area

The work area includes construction access(es), staging areas, and project area as depicted in the drawings provided by the COUNTY. Construction limits available to the CONTRACTOR for accomplishing the work shall be specifically identified. The CONTRACTOR shall conduct the work with minimal disruption to the general public and vehicular traffic. The CONTRACTOR shall make all provisions necessary to ensure public safety within the CONTRACTOR'S access, storage, and work areas; such provisions shall include but not be limited to fencing, lighting, and signage where appropriate.

Existing topography, vegetation, and upland improvements shall be protected to the maximum extent possible during construction activities. The CONTRACTOR shall minimize disturbance of native vegetation wherever possible. Any existing native vegetation disturbed by the CONTRACTOR shall be restored by the CONTRACTOR using plants of similar size and species at no additional cost to the COUNTY.

The CONTRACTOR'S Operations Plan shall address CONTRACTOR measures to prepare the work area, identify measures to prevent damage to the work area, and identify measures for restoration. In addition, the CONTRACTOR shall propose measures to limit damage to any pavement, striping, signage, vegetation, or improvements present in the construction area. The

Operations Plan shall be submitted to the COUNTY for review and approval prior to the pre-construction meeting.

Upon completion of the work and demobilization of equipment, facilities, vehicles, and crew from the work area, the CONTRACTOR shall restore to an equal or better condition any landscaping, pavement striping, signage, fencing, vegetation, or improvements (including any survey reference monuments) that may have been damaged or disturbed as a direct result of the CONTRACTOR'S construction activities. Restoration shall include removal of all of the CONTRACTOR'S equipment and waste either for disposal or re-use. All site restoration shall be completed by the CONTRACTOR within two (2) weeks of demobilization from the work area.

9 Layout of Work/Staking

The CONTRACTOR shall complete layout of the work and shall be responsible for all surveys and measurements that may be required for execution of the work. The CONTRACTOR shall furnish at his own expense such stakes, templates, platforms, equipment, tools, materials, and all labor as may be required to layout and execute the work. All survey work for construction control purposes shall be conducted by a professional land surveyor registered by the State of Florida who shall be employed by the CONTRACTOR at the CONTRACTOR'S expense.

The CONTRACTOR may elect to use grade stakes to lay out the work. If so, it shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes. Wooden grade stakes shall not be allowed on beaches or dunes. The material used for grade stakes on beaches and dunes shall be metal pipes that can be completely removed intact by the CONTRACTOR after placement of the fill. Any grade stakes used in the placement of the fill shall be removed intact without breaking. If the CONTRACTOR (directly or through his negligence) destroys stakes prior to acceptance of the work, the CONTRACTOR shall replace the stakes. When working on the beach, the CONTRACTOR shall maintain a grade stake recovery log documenting the location (station, range, or other acceptable format), date of placement, and date of removal for each grade stake. Any stakes which are lost or partially recovered shall be noted in the log. A final copy of this log shall be provided to the COUNTY. The cost to lay out and execute the work shall be incidental to and included in the cost of Bid Items 8 through 10.

10 Material Placement

The CONTRACTOR shall employ bulldozers, front-end loaders, off-road dump trucks, excavators, conveyors, and other equipment as necessary to excavate and/or transport the material from construction access and staging areas to the project area for excavation/placement, place, and grade material. Grading and other construction equipment are not permitted outside the designated work areas except when specifically approved by the COUNTY.

Site conditions are subject to change. The COUNTY reserves the right to vary the fill template lines and grade from those shown on the plans. The fill templates shown on the plan drawings are for the purpose of permitting and estimating the amount of fill needed and will be used by the COUNTY to make any change to the fill template. The CONTRACTOR shall monitor the excavation and fill operations and shall notify the COUNTY if and when the quantity to be placed may exceed the Contract quantities. The quantity of material specified by the Contract is the maximum quantity the CONTRACTOR will be paid for, unless otherwise authorized by the COUNTY.

11 Final Dressing

Final dressing shall not take place until all filling activity is completed, at which time the fill shall be graded and then dressed to eliminate any abrupt humps and depressions in the fill surfaces. Final grades and elevations shall be as indicated on the plans unless otherwise instructed by the COUNTY.

12 Misplaced Materials

Materials deposited outside the designated project area and the lines and grades shown on the construction plans shall be classified as misplaced material and shall result in a suspension of operations. The CONTRACTOR shall provide immediate notice to the COUNTY including a description of the incident and specific location of misplaced material. The CONTRACTOR shall remove and properly dispose of such materials at no added cost to the COUNTY and with no project time extensions. The CONTRACTOR shall not resume operations until approved by the COUNTY.

13 Non-Compliant Materials

Placed sand which does not meet the specifications outlined in Section B1, Supply Sand (Bid Item 1), shall be classified as non-compliant material and shall result in suspension of operations. Any material provided by the CONTRACTOR which does not meet these Technical Specifications shall be removed, properly disposed of, and replaced at the CONTRACTOR'S expense, in a manner approved by the COUNTY, and with no time extensions. Material determined to be unsuitable shall be rejected at the COUNTY'S discretion. In the event unsuitable material is detected as part of these procedures, the CONTRACTOR shall immediately stop providing such material and shall be responsible for immediately removing the unsuitable material prior to any further construction. Burial of material that does not conform to these specifications on the beach is prohibited.

14 Oil and Hazardous Materials Spills and Containment

All hazardous material spills, including hydraulic fluid spills, shall be reported to the COUNTY immediately. All hazardous material spills shall be cleaned up immediately and in accordance with all applicable laws and regulations.

15 Integrated Weighing System

Method for measurement of excavated and/or loaded materials must be approved in advance by the COUNTY. If the CONTRACTOR opts to use heavy equipment, including but not limited to front-end loaders, excavators, or off-road end dumps, with an integrated weighing system, the system shall be capable of printing weight slips and maintaining a daily cumulative total. The CONTRACTOR shall provide documentation demonstrating that the integrated weighing system has been calibrated within 48 hours of commencing work and shall zero the weighing system at the beginning of each work day. Payment shall be based on the cumulative weight as documented by the integrated weighing system.

16 Weight to Volume Conversion

The weight to volume conversion for measurement and payment shall be 1.28 tons = 1 cubic yard for well drained sand with a moisture content of less than ten percent (10%).

17 Permit Compliance

The CONTRACTOR shall abide by all notes and conditions indicated in the construction drawings and permit(s). The CONTRACTOR shall take full responsibility for and shall bear all additional costs arising 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.

B LINE ITEMS

1 Site Preparation and Restoration (Line Item 1)

Line Item 1 reflects the activities necessary to prepare the work area for construction and restore the work area upon completion of the dune and beach. Under Line Item 1, the CONTRACTOR shall provide the equipment, materials, and labor necessary to prepare and restore each construction access/staging area and staging area to pre-construction condition or better. Payment for Line Item 1 shall be a lump sum for each approved construction access.

The CONTRACTOR shall restore to previous condition all site and landscape features damaged or destroyed during construction operations. This work shall be accomplished at the CONTRACTOR'S expense and shall be included in Line Item 1. All material brought to the site for the stabilization of any access area shall be removed from the site by the CONTRACTOR unless otherwise approved by the COUNTY. Before the project is considered complete, any topography disturbed as a result of construction shall be restored to pre-construction elevations.

2 Scarp Management (Line Item 2)

Under Line Item 2, the CONTRACTOR shall mobilize and demobilize equipment necessary to knock down any vertical beach escarpments (scarps) as designated by the COUNTY. Access to the site shall be designated by the COUNTY. Payment for Line Item 2 shall be per linear foot of beach scarp graded to a minimum 3:1 slope.

3 Maintenance of Vehicular and Pedestrian Traffic (Line Item 3)

Under Line Item 3, the CONTRACTOR shall provide and maintain all signage, barricades, equipment, and labor necessary to ensure public safety throughout the work area. The Contractor shall submit a Maintenance of Vehicular and Pedestrian Traffic Plan for COUNTY approval prior to the pre-construction meeting. All work to be done shall conform to all Municipal, County, State, and Federal laws and regulations and as stated in the Florida Department of Transportation Roadway and Traffic Design Standards, latest revision, in Index Nos. 600 through 660 inclusive.

The CONTRACTOR shall conduct the Work with 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. When operating heavy equipment on the beach in proximity to the public, the CONTRACTOR may need to provide additional personnel and equipment at the CONTRACTOR's expense to redirect beachgoers, escort heavy equipment, and ensure safe separation between beachgoers and construction activities. Payment for this line item shall be a single lump sum.

4 Certified Sand Quality Testing (Line Item 4)

Under Line Item 4, the CONTRACTOR shall provide all labor, equipment, and materials necessary to ensure that the sand delivered to the associated project site is in accordance with the technical standards outlined in Section B5. The CONTRACTOR shall collect samples of delivered sand to assess grain size distribution, % fines, % organics, moisture content, and color in accordance with permit requirements or at the request of the COUNTY. Each sample shall be archived with the date, time, load number of the sample, and beach placement location, and the information shall be noted on the CONTRACTOR'S Daily Report. A geotechnical report of the results shall be submitted to the COUNTY within two days and shall be incorporated into the

COUNTY'S inspection report. The CONTRACTOR shall immediately notify the COUNTY of any sampling event that fails to comply with the technical standards outlined in Section B5.

All sampling, testing, and reporting shall be conducted using established industry standards (as in Table 1) and shall be certified by a professional engineer or professional geologist registered in the State of Florida. The COUNTY reserves the option to accompany the CONTRACTOR during any or all sand quality sampling and testing activities. The frequency of sampling events shall be as specified in Section B1, unless otherwise modified by the COUNTY in writing. Additional Certified Sand Quality Testing or re-testing as a result of any sampling event in which the sample fails to comply with the technical standards as outlined in Section B5 shall be the responsibility of the CONTRACTOR and shall be performed at no additional cost to the COUNTY.

Payment for Line Item 4 shall be per day of loading operations. The number of sampling days will be determined by dividing work order quantities by the respective minimum daily production rates for Line Items 8 through 10 and then summed. If the CONTRACTOR's daily production rates are less or there are project delays for any reason, the number of sampling events may not be adjusted and any additional costs may be the CONTRACTOR's expense.

5 Supply Sand (Line Item 5)

Under Line Item 5, the CONTRACTOR shall provide sand from a COUNTY-approved sand mine, meeting the following technical specifications. The COUNTY shall have sole discretion in determining which sand source will be used. The CONTRACTOR shall not change sand sources without prior written authorization from the COUNTY. Transport of sand is addressed under Line Items 6 and 7. Sand analysis will follow the latest revision of the applicable standards referenced in Table 1 of the Technical Specifications.

5.1 All sand meeting the technical standards for this Contract shall:

- a. be obtained from a source more than 800 feet landward of the Coastal Construction Control Line;
- b. be similar in color to the native beach material. [The predominant moist Munsell soil color in Palm Beach County for moist (5% - 10%) native beach material is 10YR 7/2 (light gray). Acceptable moist Munsell soil colors for sand are 10YR 8/1 (white) to 10YR 7/3 (very pale brown), excluding moist Munsell Color Values with a chroma greater than 3; 2.5Y 8/1 (white) to 2.5Y 8/3 (pale yellow); or 5Y 8/1(white), or 5Y 8/2 (pale yellow).];
- c. be free of construction debris, metal, vegetation, rocks, clay, toxic material or other foreign matter;
- d. have a mean grain size between 0.30 mm and 0.70 mm;
- e. have a sorting coefficient/standard deviation no greater than 0.9 ϕ ;
- f. contain less than 1% organic material;
- g. be free of coarse gravel (19-76 mm) and cobbles (greater than 76 mm);
- h. be well-drained and free of excess water and have a moisture content no greater than ten percent (10%);
- i. contain less than 45% carbonate by weight; and
- j. have a particle size distribution ranging predominantly between 0.062 mm (4.0 ϕ) and 4.76 mm (-2.25 ϕ) and shall not contain greater than 1% by weight silt, clay, or colloids passing the #200 sieve (3.75 ϕ); nor shall it contain greater than 0.6% by weight, silt, clay, or colloids passing the #230 sieve (4.0 ϕ) as determined by wet sieve analysis;

nor shall it contain greater than 5% by weight fine gravel retained on the #4 sieve (-2.25φ).

5.2 Quality Assurance Protocols:

- a. Each day of loading operations, the CONTRACTOR shall provide results of once daily geotechnical analysis of composite core samples taken from the stockpile at the source. Each composite shall consist of five samples taken around the stockpile using a tube 6 feet in length and 1.5 inches in diameter. The five samples shall be combined and quartered (see Table 1). Testing of the quartered composite shall include a sieve analysis at half phi intervals using the #4 sieve through the #230 sieve, including the #200 sieve. Results shall be presented in grain size distribution curve and tabular format and include mean grain size, sorting, color, and % fines. Results shall be certified by a Florida licensed professional engineer or by a Florida licensed professional geologist.
- b. Each day of loading operations, the CONTRACTOR shall measure the moisture content of the stockpile at the source to verify compliance with Section B5.1.h. Moisture content may be measured by using either a ProCheck Hand Held Reader with ECH20 Soil Moisture Sensor 10HS by Decagon Devices or a HydroSense Soil Water Measurement System from Campbell Scientific, or equal approved by the County. All moisture measurements and results shall be recorded in electronic logs and provided to the COUNTY.
- c. The COUNTY may collect random samples of delivered sand to visually evaluate for compliance with Section B5.1. Each sample shall be archived with the date, time, load number of the sample, and project name. A record of these sand evaluations will be provided by the COUNTY upon request. If determined necessary by the COUNTY, additional Certified Sand Quality Testing shall be conducted for grain size, % fines, % organics, moisture content, and color for any load sample that does not pass the visual evaluation. All costs associated with additional Certified Sand Quality Testing shall be the sole responsibility of the CONTRACTOR. Geotechnical analysis results shall be provided to the COUNTY within two (2) days as specified in Section B4 of these Technical Specifications.

5.3 Measurement & Payment of Sand Fill Quantities:

- a. For supply of purchased sand, the CONTRACTOR shall weigh each truck before initial load once each day to serve as the empty tare weight for that truck on that day only. After each loading, trucks shall be weighed full to calculate the net weight of each load.
- b. The scales used for weighing the trucks shall be certified by the Florida Department of Agriculture or Florida Department of Transportation. The CONTRACTOR shall provide a computer-generated scale ticket for each truckload recording the net weight of material in the truck, date and time of loading, load number, and project name; these tickets shall document the delivered fill quantity under Line Item 5.

During construction, by 10:00 a.m. each day, the CONTRACTOR shall provide to the COUNTY duplicate scale tickets of all truckloads delivered during the previous day and a daily log of the previous day including (1) a summary table of all truckloads of sand delivered to the site during the previous day, including the net weight and the location of delivery for each truckload, and (2) the total tonnage of sand delivered during the previous day. With the CONTRACTOR'S requests for payment under Line Item 5, the CONTRACTOR shall provide the COUNTY with electronic logs of all weight tickets from the mine, geotechnical analyses, and moisture content measurements for the invoice period.

6 Transport & Delivery of Material (Line Items 6, 7)

Under Line Items 6 and 7, the CONTRACTOR shall provide labor and equipment necessary to load, transport, and deliver material from the loading site (either CONTRACTOR'S primary sand source or COUNTY'S sand source, as specified in the Contract) to the delivery site designated by the COUNTY. The CONTRACTOR'S primary sand source is the original mine source identified by the CONTRACTOR and approved by the COUNTY. The COUNTY'S sand source may be a COUNTY-controlled site with suitable material or a mine source under contract with the COUNTY (COUNTY-supplied sand). Loading and delivery sites shall be determined in the Contract.

No overflow or spillage of material shall be permitted during transport to the delivery site. All trucks shall be covered in order to prevent spillage. If the CONTRACTOR fails to prevent spillage during transport, the CONTRACTOR shall suspend transport operations and promptly repair equipment or change operations to prevent spillage prior to resumption of transport operations.

To minimize the risk of spillage or leakage, all loads picked up at the assigned location must be transported immediately and delivered directly to the offloading site. The CONTRACTOR shall ensure that any material attributable to his hauling operation and accidentally deposited on haul routes is promptly removed. Under no circumstances shall a driver take any load to any other location for delivery.

One-way hauling distances will be determined by the COUNTY using standard computer-based mapping services (e.g., Google Maps) and utilizing approved trucking routes. Alternative routes to enhance efficiency suggested by the CONTRACTOR may be considered by the COUNTY. The COUNTY'S final approval of truck routes will include consideration of local municipalities' requirements and of maintaining a designated transportation route or alternate route within the intended one-way hauling distance category and its unit price. Payment for Line Item 6 shall represent the cost for loading trucks and transport of the initial ton-mile. Payment for Line Item 7 shall represent the cost of transport for each additional ton-mile. Additional ton-miles are measured by multiplying the fill quantity (tons) by the distance (miles) starting one mile from the sand source loading site and continuing to the project staging location. The cost of return travel shall be included in the CONTRACTOR'S one-way transport and delivery unit costs.

7 Beach Place & Grade (Line Items 8, 9, 10)

Under Line Items 8 through 10, the CONTRACTOR shall mobilize and demobilize the equipment necessary to place and grade material for dune and beach restoration. The CONTRACTOR shall transport material from the construction access(es) to the fill area designated in the Contract. Line Items 8 through 10 are divided into 1,000 ft increments to reflect the expense associated with longer distances. The CONTRACTOR shall place and grade material to meet the lines and grades shown on the construction drawings. The CONTRACTOR shall place material only within the limits shown on the drawings. Payment for Line Items 8 through 10 shall be based on material placed and graded in accordance with the contract documents and based on the placement location correlated to the truck weight ticket produced for Line Item 5.

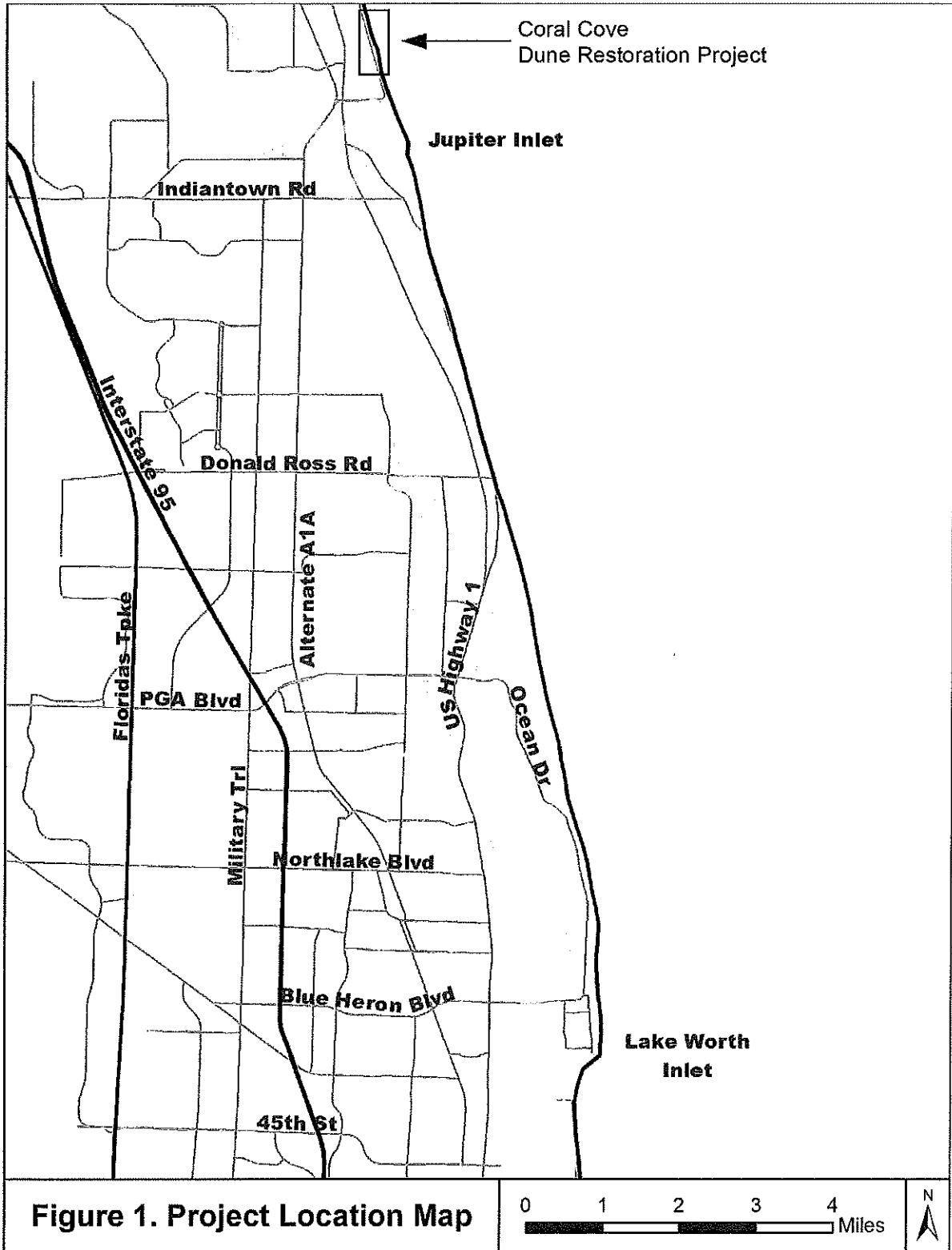
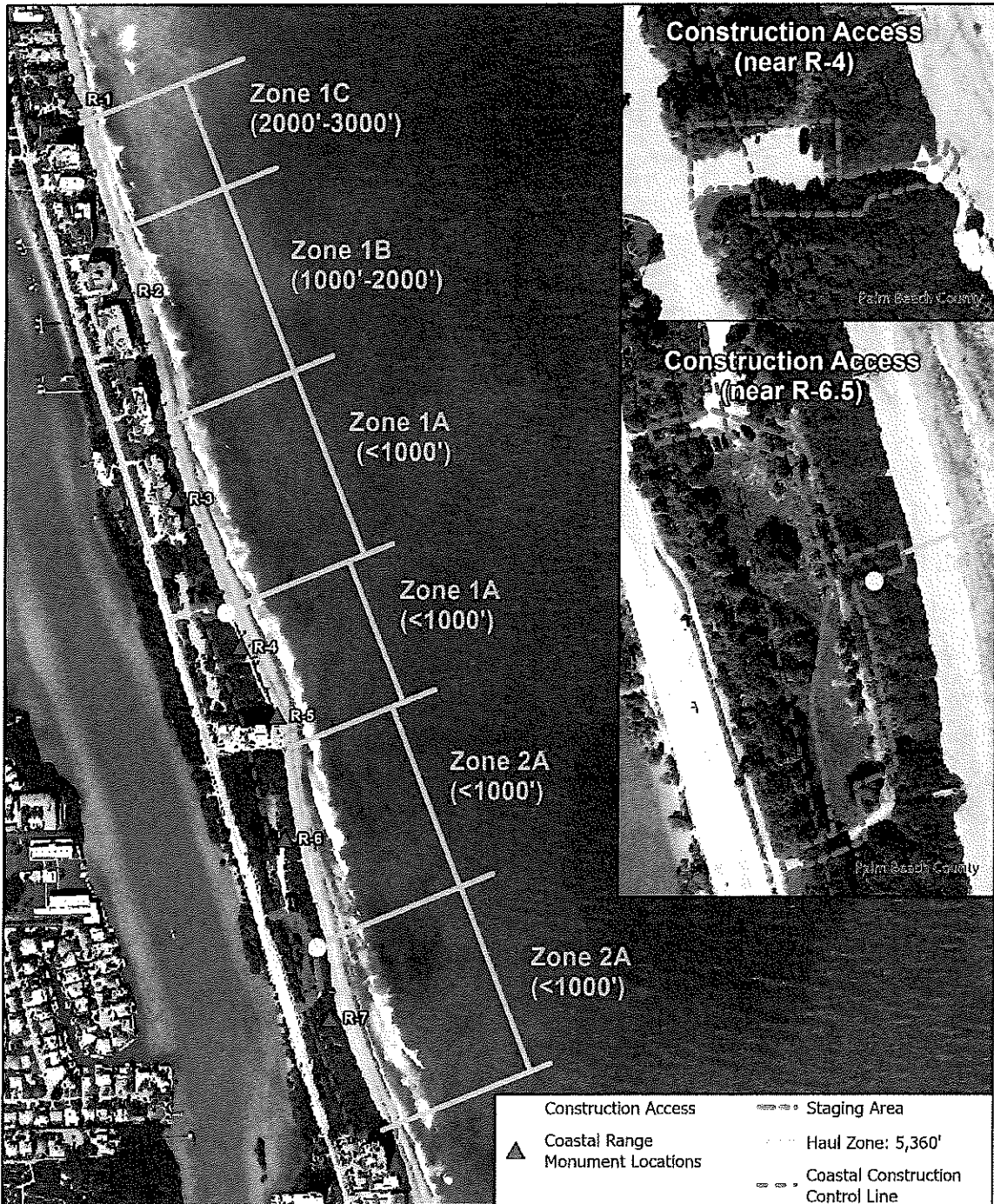


Figure 1. Project Location Map



Palm Beach County Department of Environmental Resources Management
 2300 North Jog Road, 4th Floor
 West Palm Beach, Florida 33411-2741
 (561) 233-2400

Coral Cove Haul Zones

12/20/2023



Figure 2: Coral Cove Dune Restoration Project

TABLES

Table 1 Sand Sampling and Analysis Parameters

Parameter	Acceptable Range / Limits	Method	Applicable Standard	
			ASTM ¹	AASHTO ²
Stockpile sampling			D75	T2
Munsell color	10YR 8/1, 10YR8/2, 10YR8/3, 10YR 7/1, 10YR 7/2, 10YR 7/3, 2.5Y 8/1, 2.5Y 8/2, 2.5Y 8/3, 5Y 8/1, or 5Y 8/2	Munsell Soil Color Chart	D1535	
Debris, rock, clay, foreign matter	0%	Visual	NA	NA
Mean grain size	0.30 - 0.70 mm	Graphic mean	NA	NA
Sorting/Standard deviation	≤ 0.90φ	Inclusive graphic standard deviation	NA	NA
%Organics	≤ 1% by weight	Loss on ignition ³ or	D2974	
%Moisture	≤ 10%	Moisture meter or	D2216	
%Carbonate	<45% by weight	Loss on ignition ³ or	D4373	
%Fines passing #200 sieve (<0.074 mm)	≤ 1% by weight	Wet sieve	D1140 or C117	
%Fines passing #230 sieve (<0.062 mm)	≤ 0.60% by weight	Wet sieve	D1140 or C117	
%Fine gravel (4.76-19.0 mm)	≤ 5% by weight	Dry sieve	D422 or C136	T27
%Coarse gravel (19.0-76.0 mm)	0%	Dry sieve	D422 or C136	T27
%Cobble (> 76 mm)	0%	Dry sieve	D422 or C136	T27

¹American Society for Testing and Materials

²American Association of State Highway and Transportation Officials

³Dean, W. E. (1974). Determination of Carbonate and Organic Matter in Calcareous Sedimentary Rocks By Loss On Ignition: Comparison With Other Methods

ATTACHMENTS

**ATTACHMENT A
CONTRACTOR'S DAILY REPORT**

PROJECT NAME: Coral Cove Emergency Dune Restoration

1) DATE: _____

2) WORK SUMMARY

Work Performed (Location, weather/sea conditions, work done, personnel, materials list, truck tickets, etc.):

Surveys/Turbidity Monitoring (Type, location, time):

Planning (Upcoming operations):

Results of QA/QC Inspections (Include work deficiencies with action to be taken):

Work Modifications (List any instructions given by the COUNTY on construction deficiencies, re-testing required, etc., and any action to be taken):

Safety Inspection (Report violations noted; corrective instructions given; traffic or public control issues and corrective actions taken):

**ATTACHMENT A (CONTINUED)
CONTRACTOR'S DAILY REPORT**

DATE: _____

Equipment Inspection

Equipment on Site (make, year, and model)	Times of Operation	Hours Idle/Down

Sand Samples Collected for Analysis

Sample Number	Time	Load Number	Beach Placement Location

Remarks (Cover delays and any conflicts in plans, specifications, or instruction):

WEATHER DOWN TIME REQUESTED? YES NO

3) CONTRACTOR'S VERIFICATION:

The above report is complete and correct, and equipment used and work performed during this reporting period are in compliance with the Contract plans and specifications unless otherwise noted above.

Signature of Contractor-Approved and County-Authorized Representative

4) THE FOLLOWING ARE ATTACHED:

- Sand Testing Geotechnical Report(s)
- Official weather report (as necessary for claimed weather delays)
- Progress survey(s)
- Photo(s)

ATTACHMENT B
LIST OF SUBMITTALS FOR TECHNICAL COMPLIANCE

Section	Description	Due	Date Received	Date Approved	Comments/Notes
A.4	Pre-construction Documentation of Construction Accesses and Staging Areas	Prior to commencement of construction			
A.8	Operations Plan	Prior to pre-construction meeting			
A.9	Grade Stake Log	Prior to final completion certification			Only needed if using grade stakes during layout of project
B.4	Contractor Daily Reports	Daily throughout construction			
B.5	Truck Scale (weight) Tickets	Daily when transporting sand from mines			
B.5	Geotechnical Analysis and Moisture Content Measurements	With Pay Applications			

**ATTACHMENT C
CONSTRUCTION PLANS**

T:\eet\sp\Coral Cove\Dune Restoration 2023-24 (Emergency)\Coral Cove 12.19.2023 CONSTRUCTION.dwg

COUNTY OF PALM BEACH STATE OF FLORIDA

CORAL COVE PARK DUNE RESTORATION

BOARD OF COUNTY COMMISSIONERS

MARIA SACHS, MAYOR
DISTRICT 5

GREGG K. WEISS
DISTRICT 2

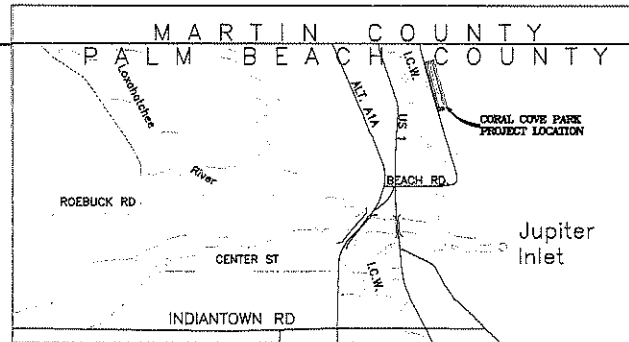
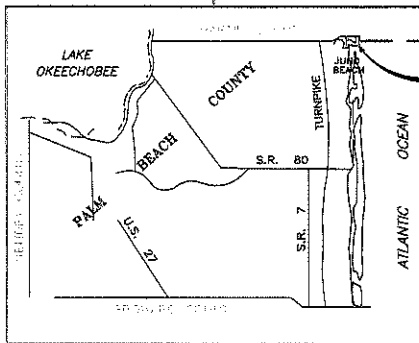
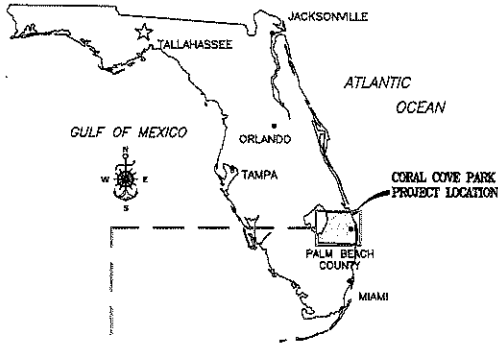
MARIA G. MARINO, VICE MAYOR
DISTRICT 1

MARCI WOODWARD
DISTRICT 4

MICHAEL A. BARNETT
DISTRICT 3

SARA BAXTER
DISTRICT 6

MACK BERNARD
DISTRICT 7



LOCATOR MAP (N.T.S.)

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
C1.1	COVER SHEET
C1.2	GENERAL NOTES
C2.1	PLAN VIEW
C2.2	PLAN VIEW DETAIL
C2.3	PLAN VIEW DETAIL
C2.4	PLAN VIEW DETAIL
C2.5	PLAN VIEW DETAIL
C2.6	PLAN VIEW DETAIL
C2.7	PLAN VIEW DETAIL
C3.1	PROFILES
C3.2	PROFILES
C3.3	PROFILES
C3.4	PROFILES
C3.5	PROFILES

PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2300 NORTH JOG ROAD, 4th FLOOR
WEST PALM BEACH, FLORIDA 33411
(601) 233-2400

APPROVED: AS
DRAWN: RB
CHECKED: DS
DATE: 12.19.2023

SEAL
DAVID SWIGLER
P.L.E. NO 75548

CORAL COVE PARK
DUNE RESTORATION
COVER SHEET

SHEET:
C1.1

T:\eeet\sp\Coral Cove\Dune Restoration 2023-24 (Emergency)\Coral Cove 12.19.2023 CONSTRUCTION.dwg

GENERAL NOTES:

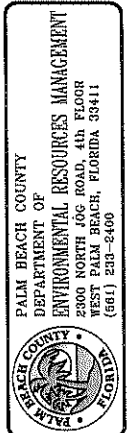
1. GEOGRAPHIC AND PLANE COORDINATES SHOWN HEREIN ARE RELATIVE TO THE NORTH AMERICA DATUM OF 1983 (NAD83), FLORIDA STATE PLANE, ZONE 901, TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT.
2. ELEVATIONS ARE IN FEET RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
3. BEACH PROFILES ARE BASED ON TOPOGRAPHIC/HYDROGRAPHIC SURVEYS CONDUCTED BY PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT DECEMBER 12, 2023. CONTOURS DEPICTED HEREIN WERE DERIVED FROM BEACH PROFILES AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
4. AERIAL PHOTOGRAPHY WAS OBTAINED FROM PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (ISS) AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. AERIALS WERE FLOWN FEBRUARY 2023.
5. MEAN HIGH WATER (MHW) ELEVATION IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. MHW ELEVATION DEFINED AT +0.57 FEET, NAVD88 PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S (FDEP) LAND BOUNDARY INFORMATION SYSTEM (LABINS), TIDE INTERPOLATION POINT #100862 (ACCESSED DECEMBER 14, 2023).
6. PARCEL BOUNDARIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. PARCEL BOUNDARIES OBTAINED FROM PALM BEACH COUNTY'S PROPERTY APPRAISER.
7. COASTAL CONSTRUCTION CONTROL LINE (CCCL) IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. CCCL DEFINED BY PALM BEACH COUNTY PLAT BOOK 80, PAGE 137 THROUGH 155.
8. PROPOSED FILL TEMPLATE MAY BE ADJUSTED AT THE TIME OF CONSTRUCTION BASED ON BEACH CONDITIONS.
 - A) THE LANDWARD TOE OF FILL SHALL BE LOCATED SEAWARD OF EXISTING VEGETATION. DAMAGE TO EXISTING VEGETATION OUTSIDE OF THE CONSTRUCTION ACCESSES SHALL BE AVOIDED TO THE GREATEST EXTENT PRACTICABLE.
 - B) THE SEAWARD TOE OF FILL SHALL BE LOCATED A MINIMUM OF 33 FEET LANDWARD OF MHW. THE SEAWARD TOE OF FILL AND DUNE CREST OF THE TEMPLATE SHALL BE SHIFTED LANDWARD AS NEEDED TO MAINTAIN FILL TEMPLATE SLOPES.
 - C) THE CONTINGENCY FILL QUANTITY SHOWN IN THE SUMMARY OF QUANTITIES TABLE IS NOT INCLUDED IN THE FILL TEMPLATE AS DEPICTED HEREIN. THE CONTINGENCY FILL SHALL BE PLACED AS INSTRUCTED BY THE COUNTY BASED ON BEACH CONDITIONS AT THE TIME OF CONSTRUCTION. THE CONTINGENCY FILL SHALL BE PLACED AT THE APPLICABLE CONTRACT UNIT RATES.
9. FILL MATERIAL SHALL MEET THE SPECIFICATIONS/CRITERIA OF SUBSECTION 62B-33.005(7), FLORIDA ADMINISTRATIVE CODE.
10. STOCKPILING OF FILL MATERIAL SHALL BE CONFINED TO THE CONSTRUCTION ACCESSES AND PROPOSED FILL TEMPLATE SHOWN ON THE PLANS.

BEACH PROFILE MONUMENT CONTROL				
PROFILE	NORTHING (FEET, NAD83/90)	EASTING (FEET, NAD83/90)	AZIMUTH (DEGREES, GRID NORTH)	ELEVATION (FEET, NAVD88)
R1	959,635.84	955,586.15	75.0	17.86
R1.5	959,149.33	955,705.51	75.0	-
R2	958,662.82	955,824.87	75.0	17.94
R2.5	958,134.44	955,943.99	75.0	-
R3	957,606.05	956,063.10	75.0	12.2
R3.5	957,228.64	956,221.39	70.0	-
R4	956,851.22	956,379.67	65.0	17.97
R4.5	956,674.88	956,471.22	67.5	-
R5	956,498.54	956,562.78	70.0	16.7
R5.5	956,187.78	956,576.89	75.0	-
R6	955,877.03	956,590.99	80.0	6.36
R6.5	955,422.03	956,698.23	77.5	-
R7	954,967.03	956,805.46	75.0	12.76
R7.5	954,429.16	957,027.23	75.0	-
R8	953,891.30	957,248.99	75.0	14.58

SUMMARY OF QUANTITIES				
DESCRIPTION	UNIT	TEMPLATE	CONTINGENCY ²	TOTAL
PROJECT LENGTH (LIMITS)	LF	5,360		
DUNE FILL (FOOTPRINT)	ACRE	4.8		
DUNE FILL (VOLUME)	CY	22,100		
DUNE FILL (WEIGHT) ¹	TON	28,200	17,000	45,200

¹ASSUMED FILL CONVERSION: 1 CUBIC YARDS = 1.28 TONS.

²INCLUDES AN ADDITIONAL 40% OF FILL FOR POTENTIAL VARYING BEACH CONDITIONS AT TIME OF CONSTRUCTION.

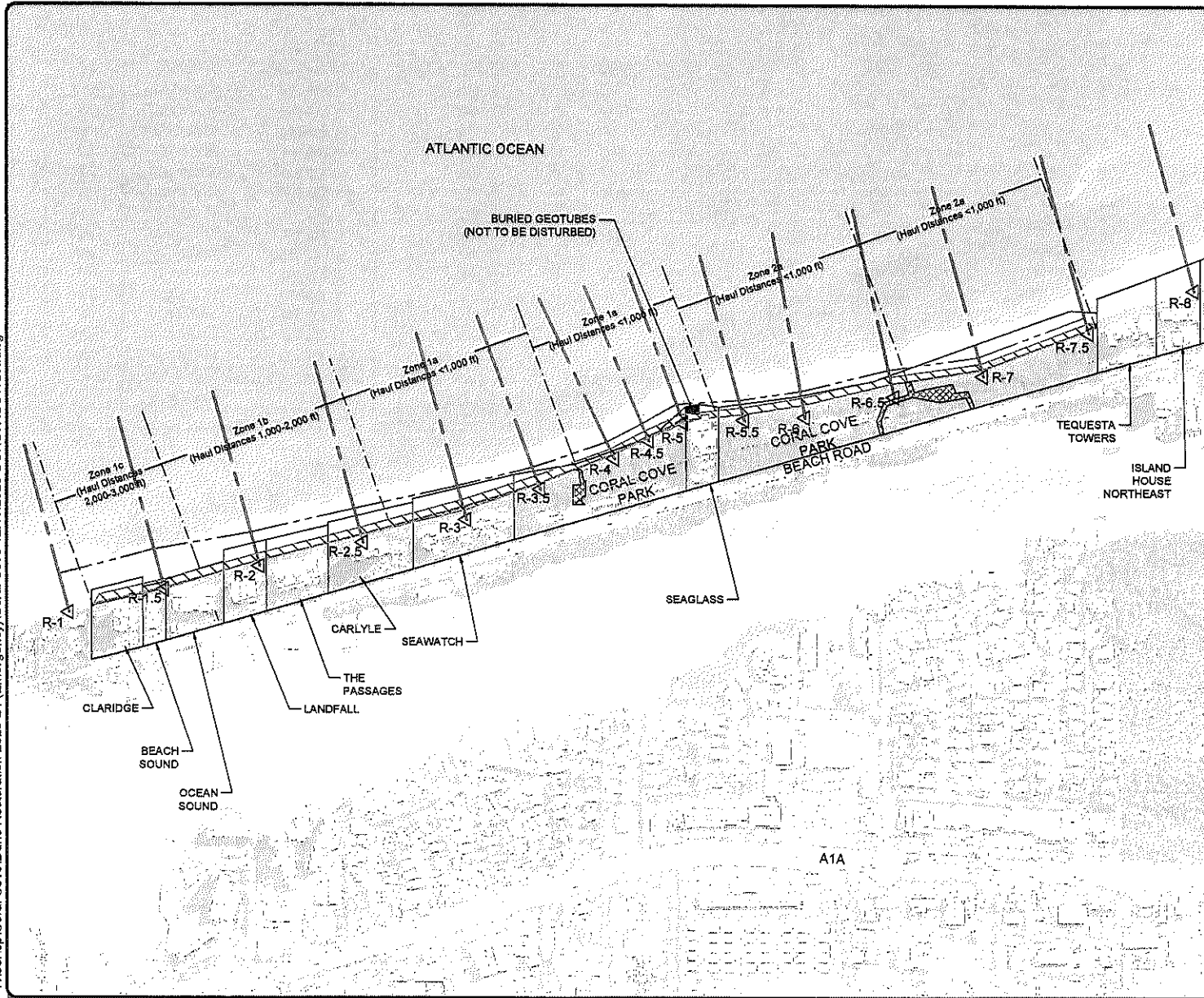


APPROVED, AS
DRAWN: RB
CHECKED: DS
DATE: 12-19-2023









SEAL
DAVID SWAGLER
FL P.E. NO 75546

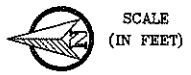
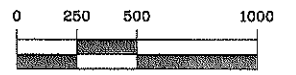
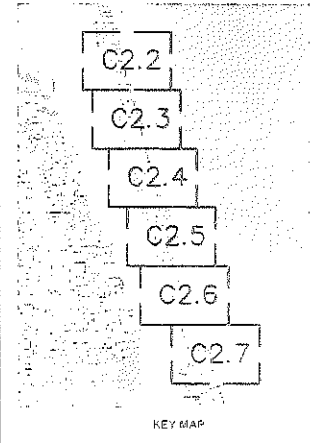
CORAL COVE PARK
DUNE RESTORATION
GENERAL NOTES

SHEET:
C1.2




LEGEND

-  PROPOSED DUNE RESTORATION
-  PROPOSED DUNE CREST
-  CONSTRUCTION ACCESS AND STAGING AREA
-  COASTAL CONSTRUCTION CONTROL LINE
-  MEAN HIGH WATER CONTOUR (EL=+0.57 NAVD)
-  PARCEL BOUNDARY
-  PROFILE AZIMUTH
-  MONUMENT



PALM BEACH COUNTY
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2300 NORTH LOG ROAD, 4TH FLOOR
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(561) 233-2400

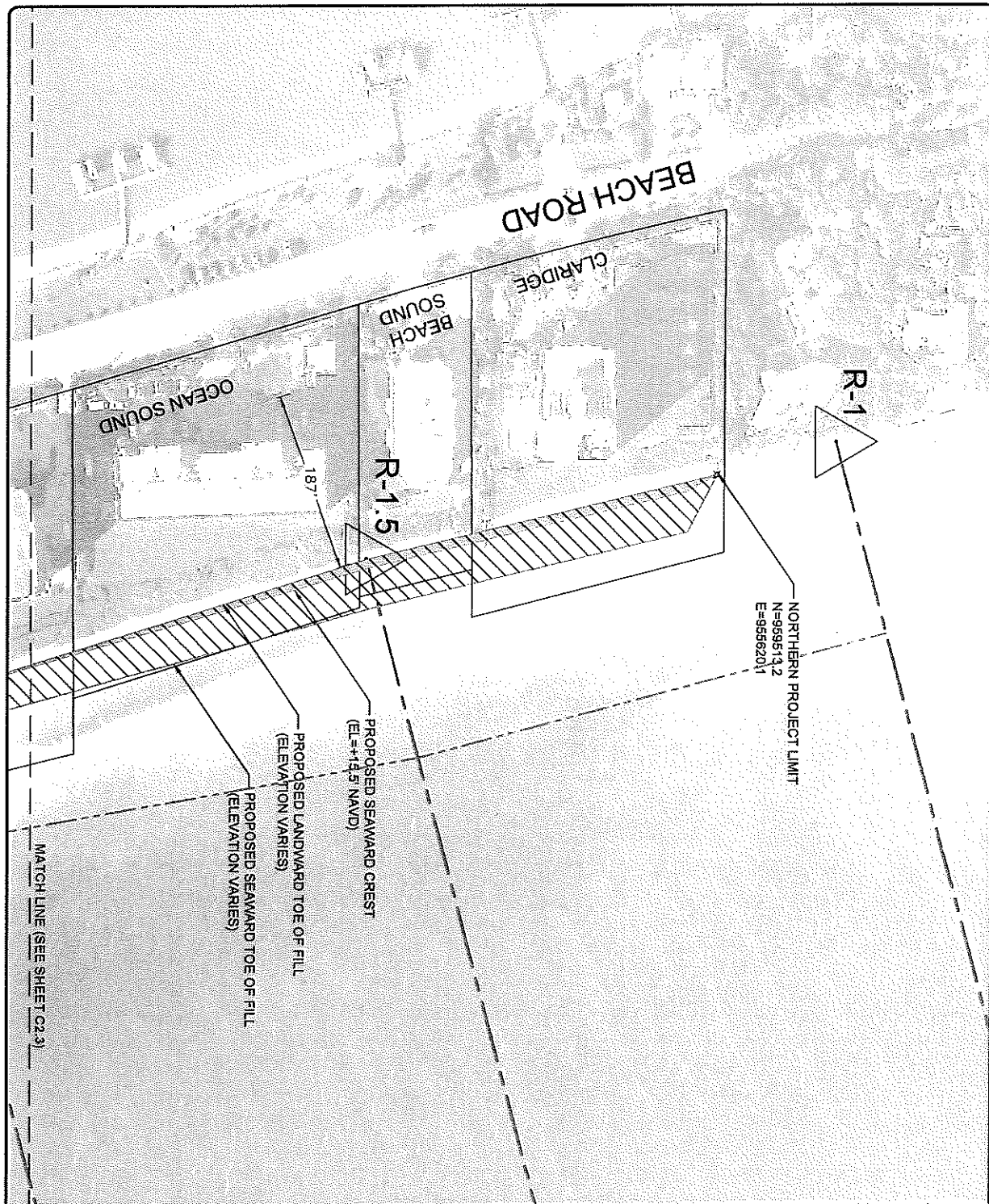


APPROVED AS
DRAWN: RB
CHECKED: DS
DATE: 12/19/2023

SEAL
DAVID SWIGLER
FL P.E. NO 15598

PROJECT: CORAL COVE PARK
DUNE RESTORATION
PLAN VIEW

SHEET:
C2.1



LEGEND

- PROPOSED DUNE RESTORATION
- PROPOSED DUNE CREST
- CONSTRUCTION ACCESS AND STAGING AREA
- COASTAL CONSTRUCTION CONTROL LINE
- MEAN HIGH WATER CONTOUR (EL.=+6.87 NAVD)
- PARCEL BOUNDARY
- PROFILE AZIMUTH
- MONUMENT

KEY MAP

SCALE (IN FEET)

PROJECT: CORAL COVE PARK
DUNE RESTORATION

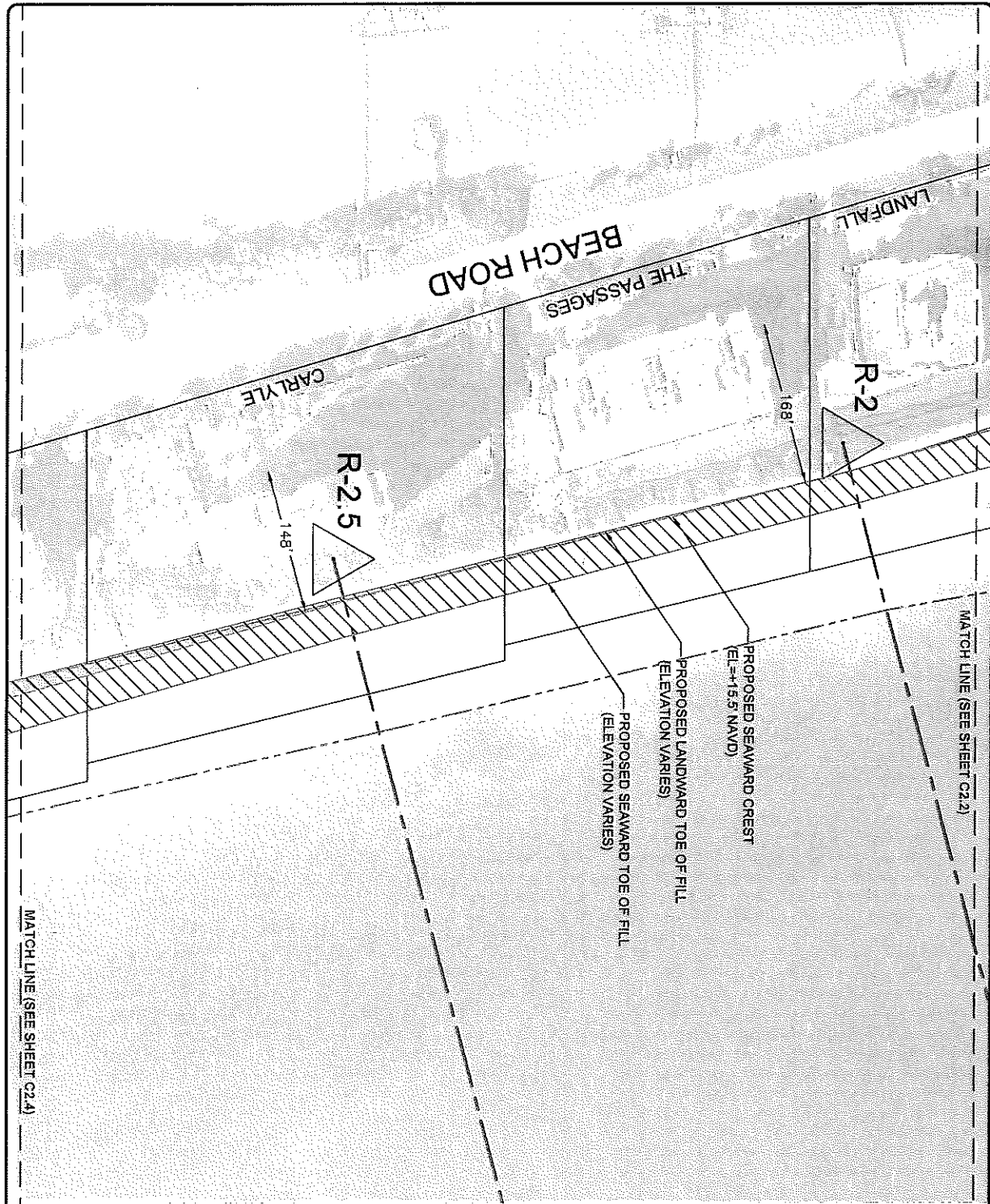
SHEET: C2.2

PLAN VIEW DETAIL

SEAL: DAVID SWIGLER
FL P.E. NO 75548

APPROVED: AS
DRAWN: RB
CHECKED: DS
DATE: 12.19.2023

PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2309 NORTH JOG ROAD, 4th FLOOR
WEST PALM BEACH, FLORIDA 33411
(561) 233-2400



LEGEND

- PROPOSED DUNE RESTORATION
- PROPOSED DUNE CREST
- CONSTRUCTION ACCESS AND STAGING AREA
- COASTAL CONSTRUCTION CONTROL LINE
- MEAN HIGH WATER CONTOUR (EL.=+0.57 NAVD)
- PARCEL BOUNDARY
- PROFILE AZIMUTH
- MONUMENT

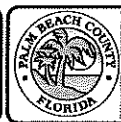
SCALE
(IN FEET)

SHEET
C2.3

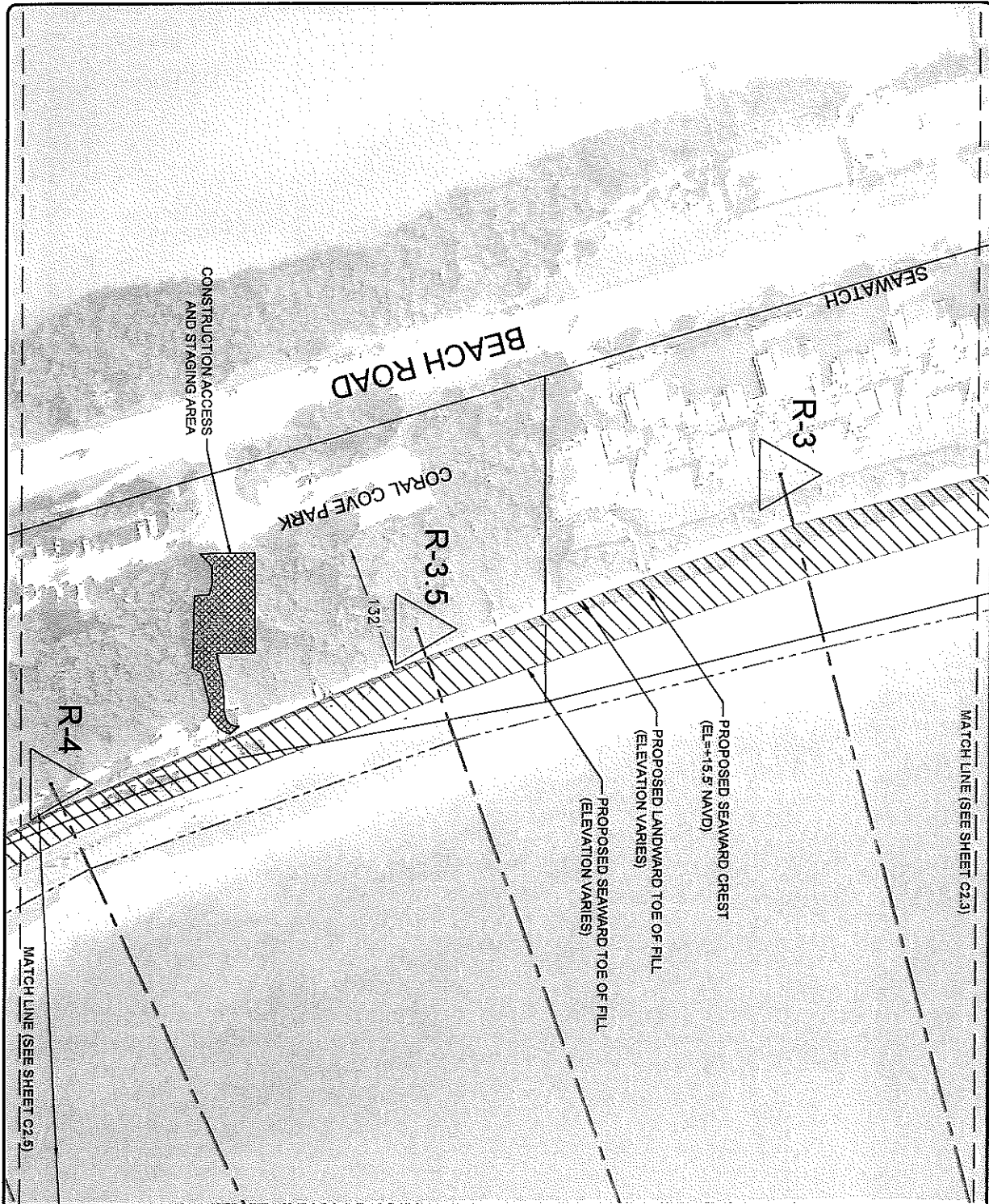
PROJECT
**CORAL COVE PARK
DUNE RESTORATION
PLAN VIEW DETAIL**

SEAL
DAVID SWIGLER
FL P.E. NO 75548

APPROVED: AS
DRAWN: RB
CHECKED: DS
DATE: 12.19.2023



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



LEGEND

- PROPOSED DUNE RESTORATION
- PROPOSED DUNE CREST
- CONSTRUCTION ACCESS AND STAGING AREA
- COASTAL CONSTRUCTION CONTROL LINE
- MEAN HIGH WATER CONTOUR (EL.=+0.57' NAVD)
- PARCEL BOUNDARY
- PROFILE AZIMUTH
- CONSTRUCTION MONUMENT

SCALE
(1" = 100')

KEY MAP

0 50 100 200

C2.2
C2.3
C2.4
C2.5
C2.6
C2.7

PROJECT

**CORAL COVE PARK
DUNE RESTORATION**

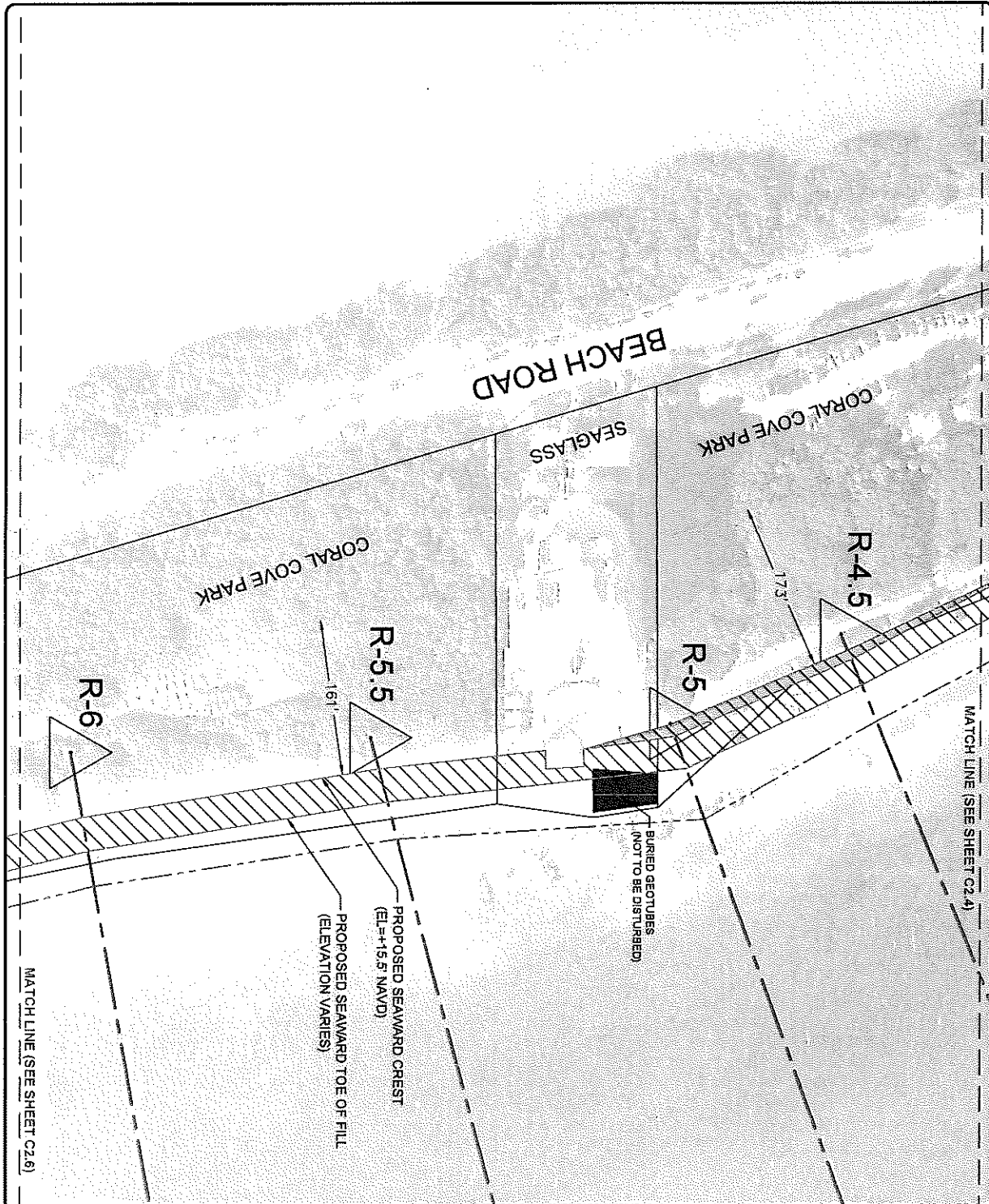
PLAN VIEW DETAIL

SHEET
C2.4

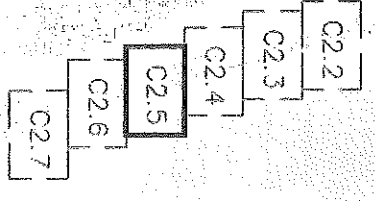
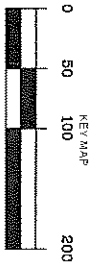
SEAL
DAVID SWIGLER
FL P.E. NO 75648

APPROVED: AS
DRAWN: RB
CHECKED: DS
DATE: 12.19.2023

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



SCALE
(IN FEET)



LEGEND	
	PROPOSED DUNE RESTORATION
	PROPOSED DUNE CREST
	CONSTRUCTION ACCESS AND STAGING AREA
	COASTAL CONSTRUCTION CONTROL LINE
	MEAN HIGH WATER CONTOUR (EL.=+9.57' NAVD)
	PARCEL BOUNDARY
	PROFILE AZIMUTH
	MONUMENT

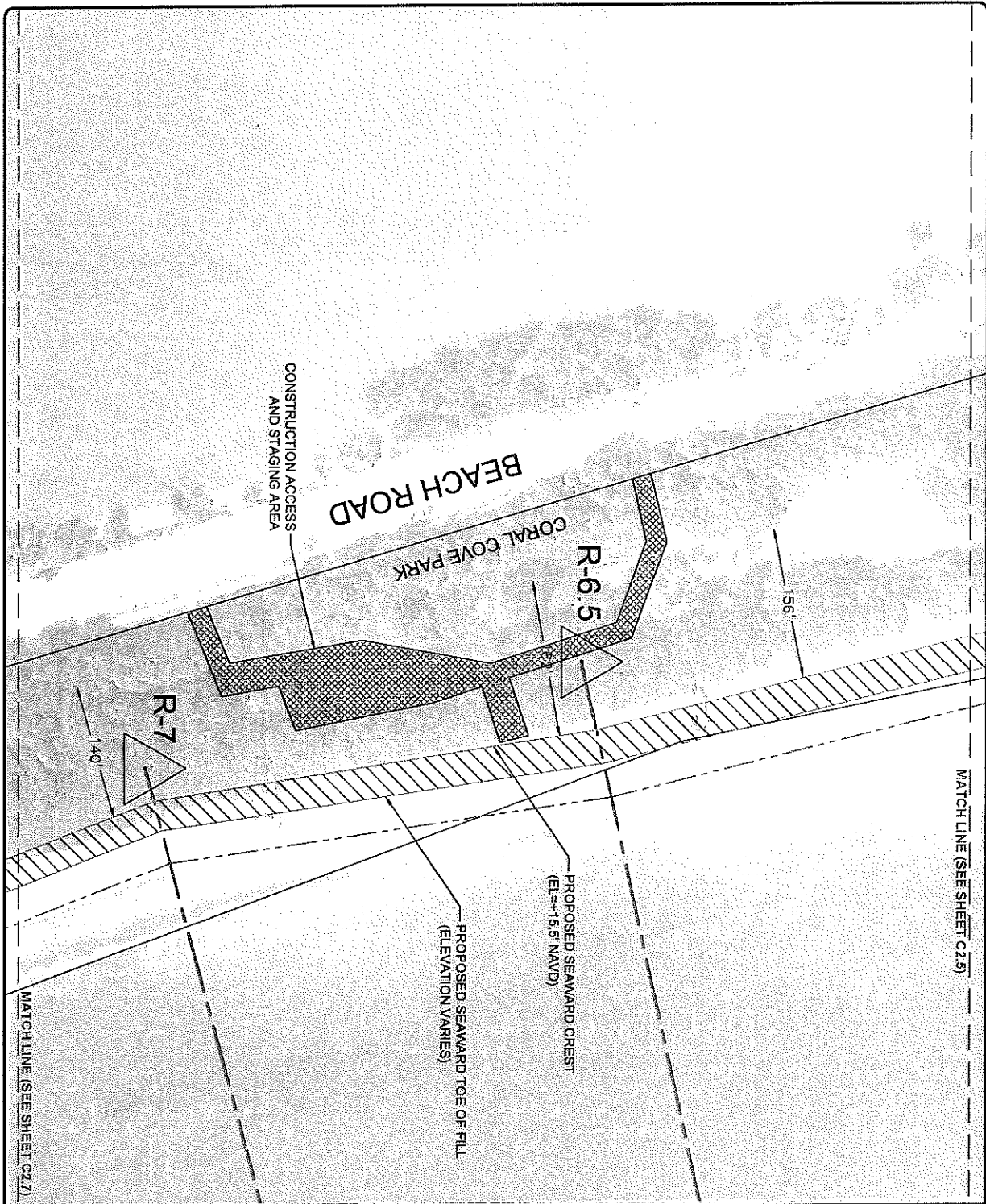
<p>SHEET</p> <p>C2.5</p>	<p>PROJECT:</p> <p>CORAL COVE PARK</p> <p>DUNE RESTORATION</p>
	<p>PLAN VIEW DETAIL</p>

SEAL
DAVID SWIGLER
FL P.E. NO. 75548

APPROVED: AS
DRAWN: RB
CHECKED: DS
DATE: 12.19.2023



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



LEGEND

- PROPOSED DUNE RESTORATION
- CONSTRUCTION ACCESS AND STAGING AREA
- PROPOSED DUNE CREST
- COASTAL CONSTRUCTION CONTROL LINE
- MEAN HIGH WATER CONTOUR (EL.=+0.57' NAVD)
- PARCEL BOUNDARY
- PROFILE AZIMUTH MONUMENT

SCALE (IN FEET)

0 50 100 200

NET MAP

C2.6

PROJECT

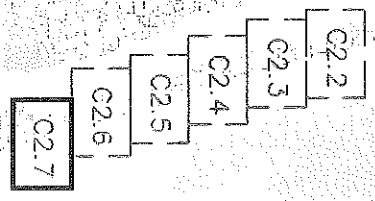
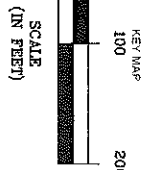
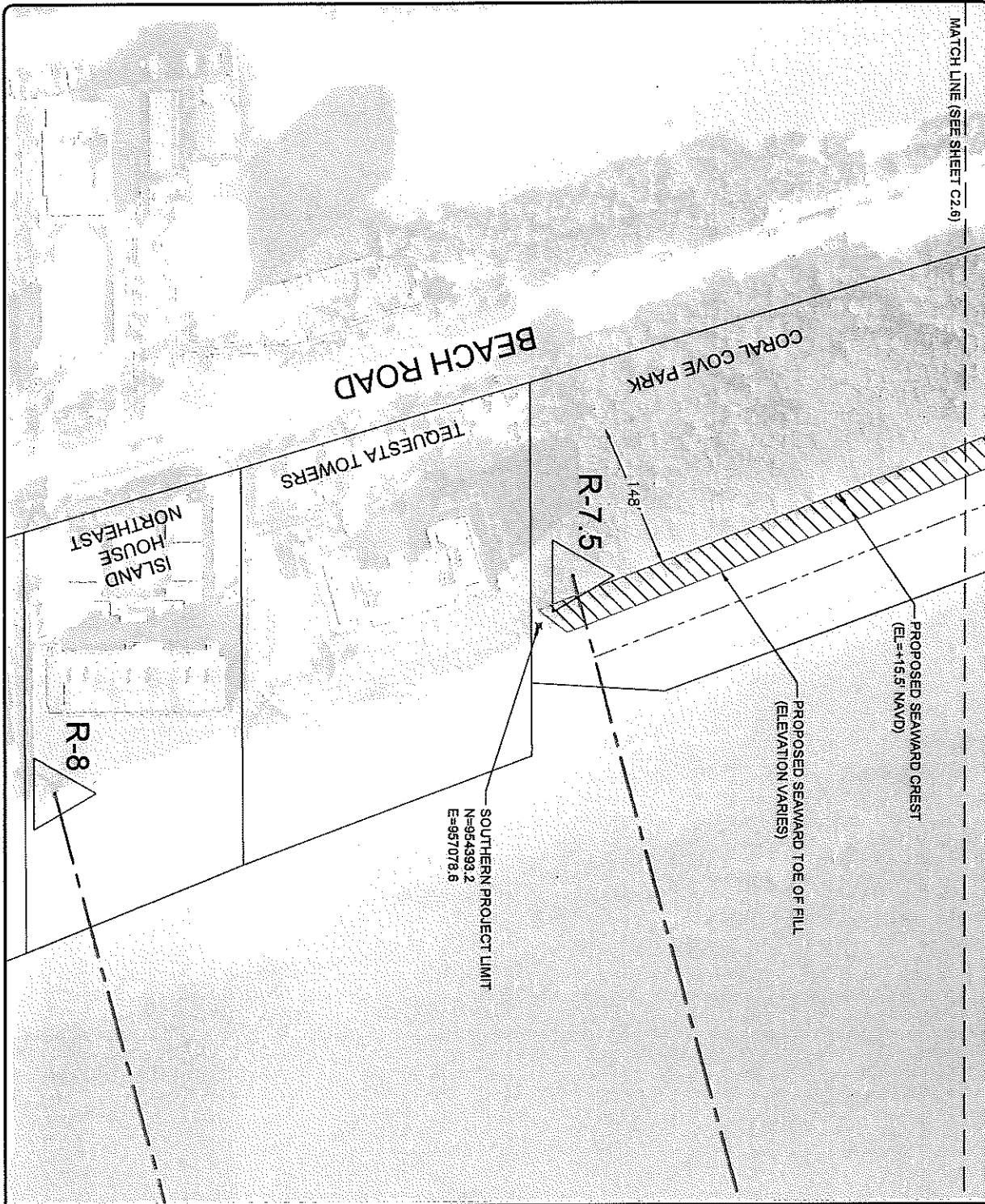
CORAL COVE PARK
DUNE RESTORATION

PLAN VIEW DETAIL

SEAL
DAVID SWIGLER
FL P.E. NO 75548

APPROVED: AS
DRAWN: RB
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DATE: 12.19.2023

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



LEGEND

	PROPOSED DUNE RESTORATION
	PROPOSED SEAWARD CREST
	CONSTRUCTION ACCESS AND STAGING AREA
	COASTAL CONSTRUCTION CONTROL LINE
	MEAN HIGH WATER CONTOUR (EL.=+0.57' NAVD)
	PARCEL BOUNDARY
	PROFILE AZIMUTH
	MONUMENT

SHEET
C2.7

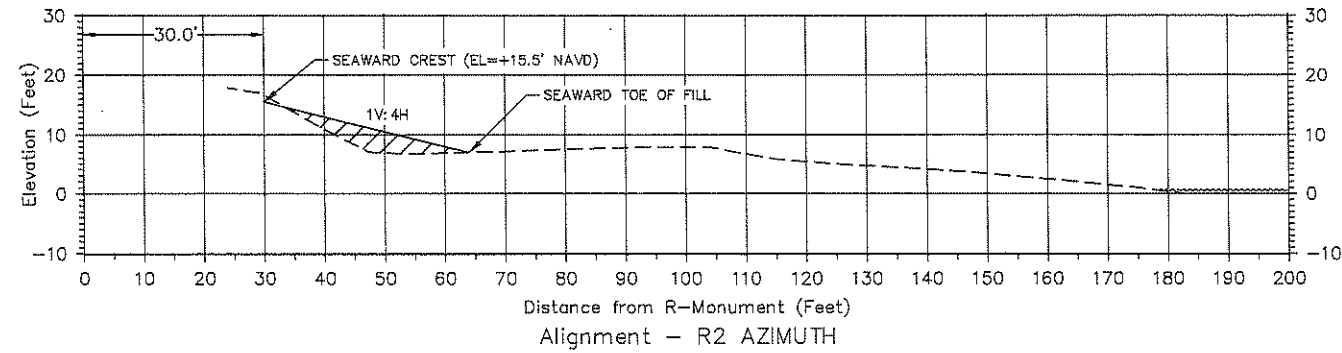
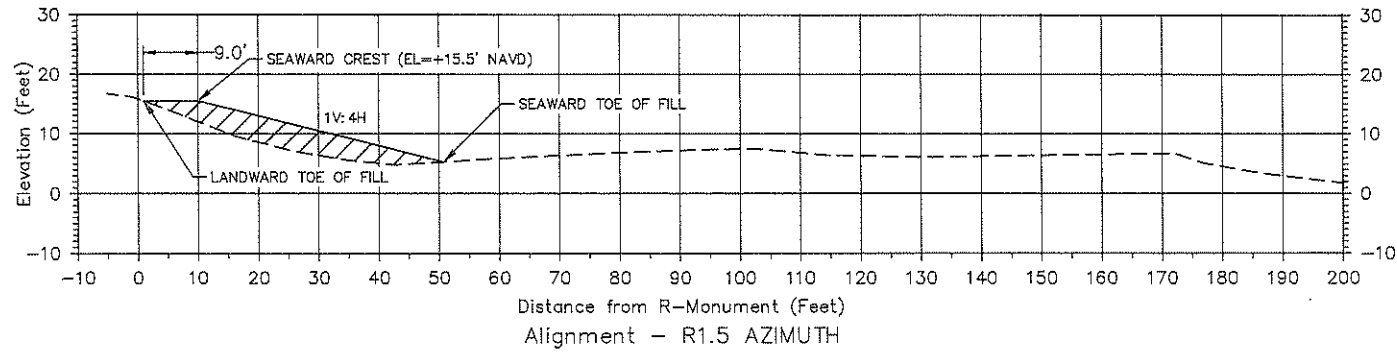
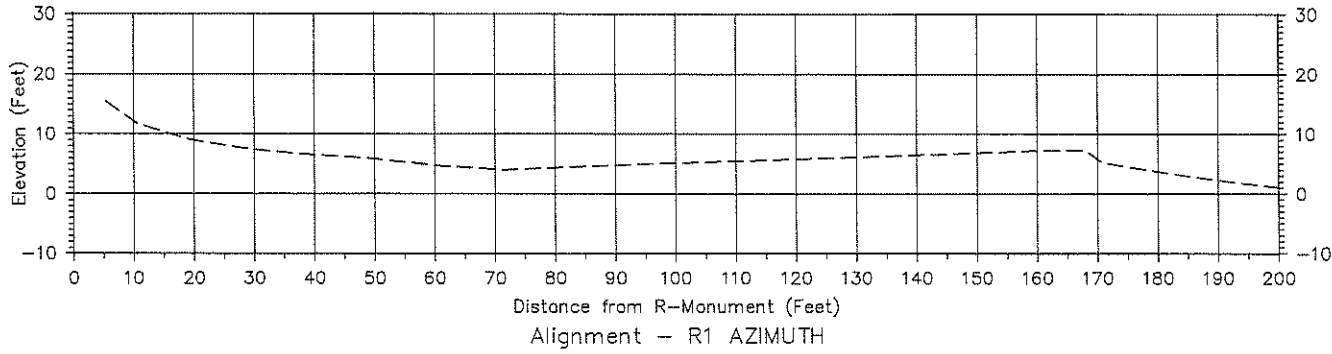
PROJECT
CORAL COVE PARK
DUNE RESTORATION
PLAN VIEW DETAIL

SEAL
DAVID SWIGLER
FL P.E. NO 75548

APPROVED: AS
DRAWN: RB
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DATE: 12.19.2023



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



LEGEND:

- EXISTING GRADE (DECEMBER 2023)
- ▨ PROPOSED DUNE RESTORATION
- ~~~~~ MEAN HIGH WATER (EL=+0.57' NAVD)

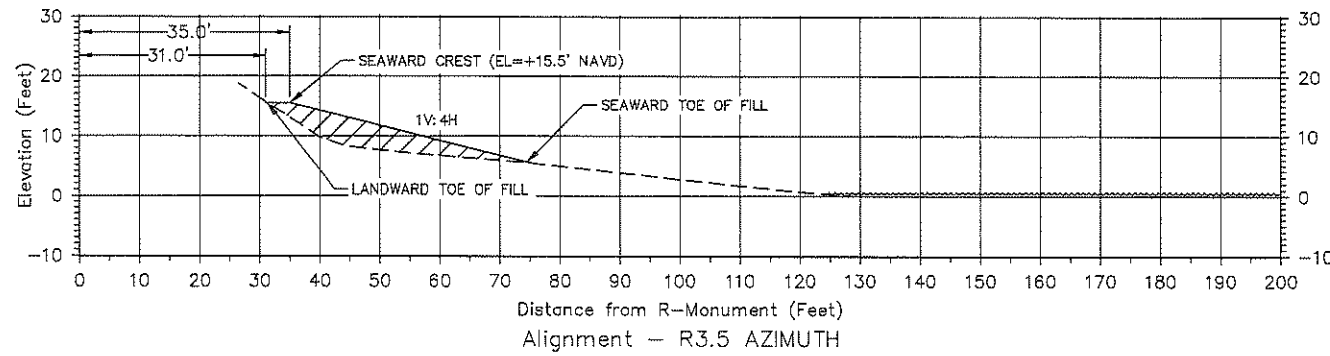
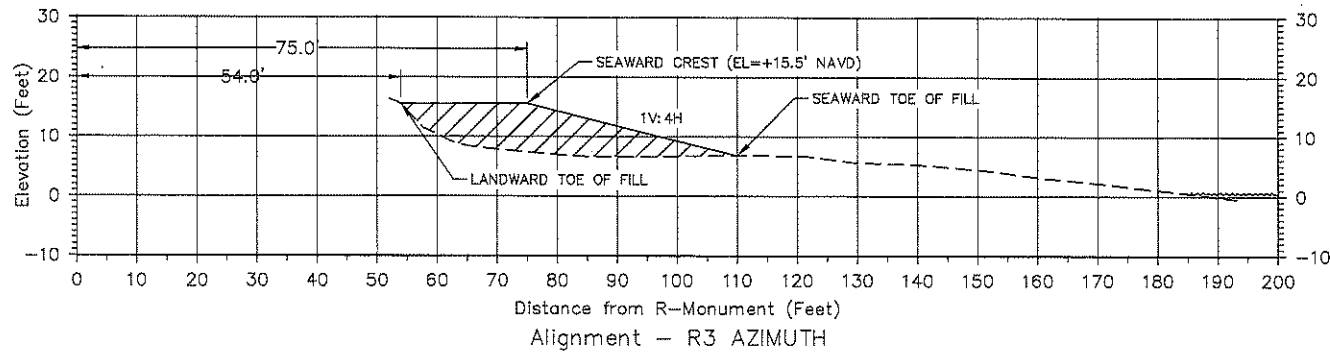
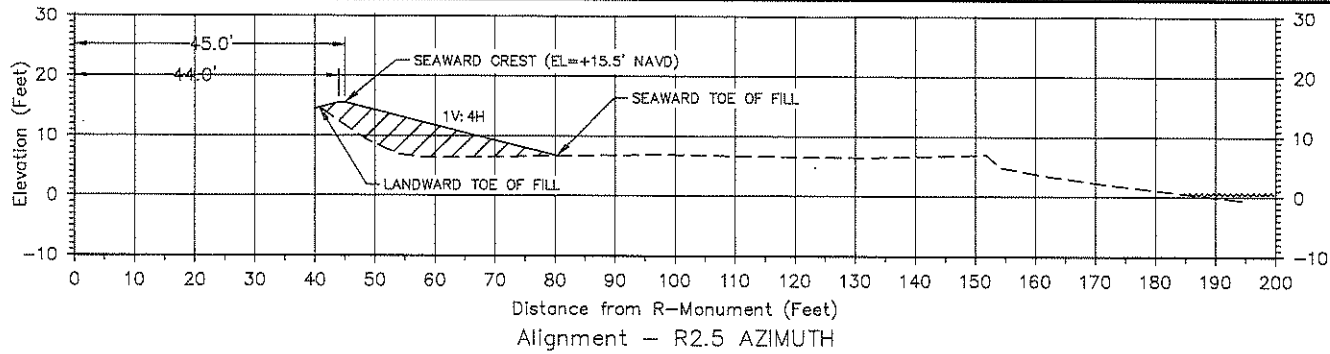
PALM BEACH COUNTY
 DEPARTMENT OF
 ENVIRONMENTAL RESOURCES MANAGEMENT
 200 NORTH U.S. HIGHWAY 1
 WEST PALM BEACH, FLORIDA 33411
 (561) 233-2400

APPROVED: AS
 DRAWN: RB
 CHECKED: DS
 DATE: 12.19.2023

SEAL
 DAVID SWIGLER
 FL.P.E. NO 75548

CORAL COVE PARK
 DUNE RESTORATION
 PROFILES


SHEET:
C3.1



LEGEND:

- EXISTING GRADE (DECEMBER 2023)
- PROPOSED DUNE RESTORATION
- ~~~~~ MEAN HIGH WATER (EL=+0.57' NAVD)

PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2000 NORTH DGC ROAD, 4TH FLOOR
WEST PALM BEACH, FLORIDA 33411
(561) 233-2400



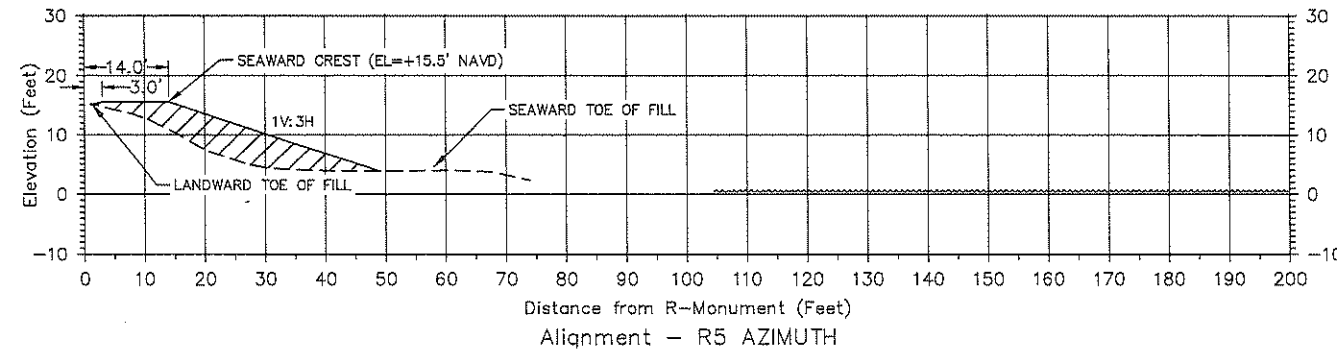
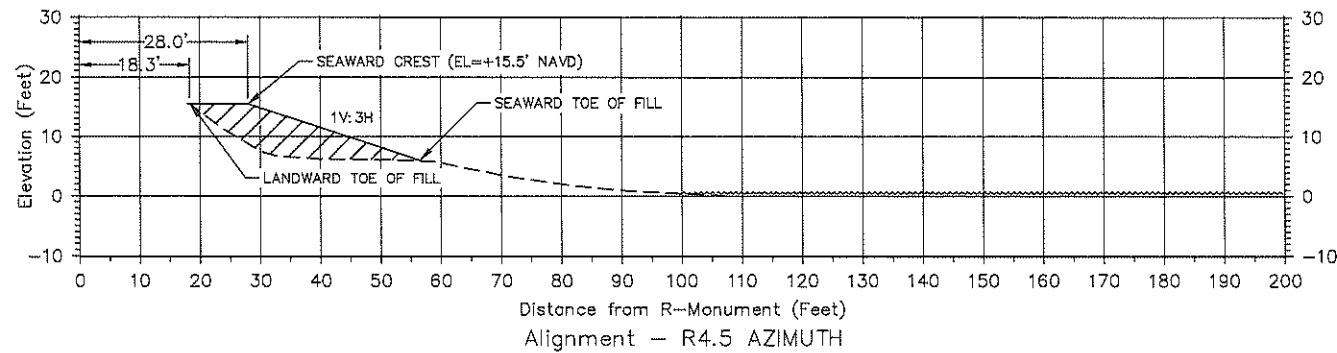
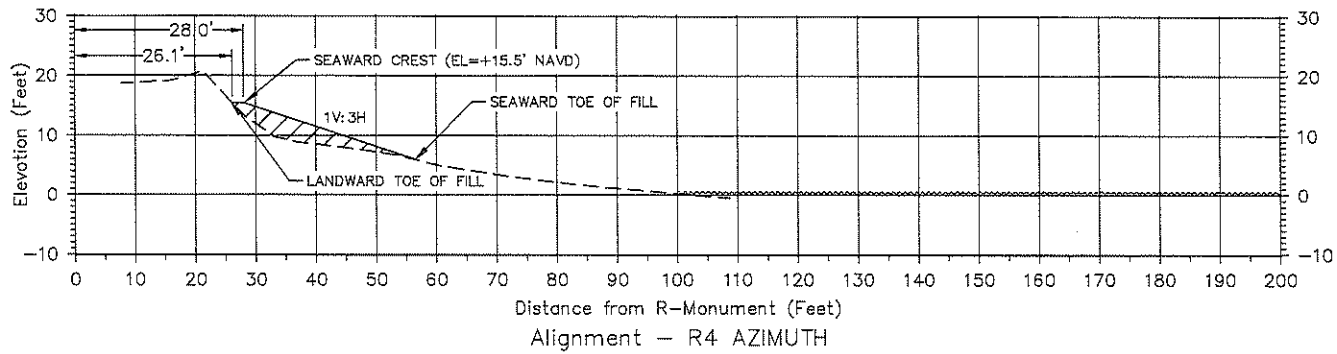
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DATE: 12.19.2023

SEAL
DAVID SWIGLER
FL P.E. NO 75548

CORAL COVE PARK
DUNE RESTORATION

PROFILES

SHEET:
C3.2



LEGEND:

- EXISTING GRADE (DECEMBER 2023)
- PROPOSED DUNE RESTORATION
- MEAN HIGH WATER (EL=+0.57' NAVD)

PALM BEACH COUNTY
 DEPARTMENT OF
 ENVIRONMENTAL RESOURCES MANAGEMENT
 2500 NORTH JOG ROAD, 4TH FLOOR
 PALM BEACH, FLORIDA 33411
 (561) 233-2400

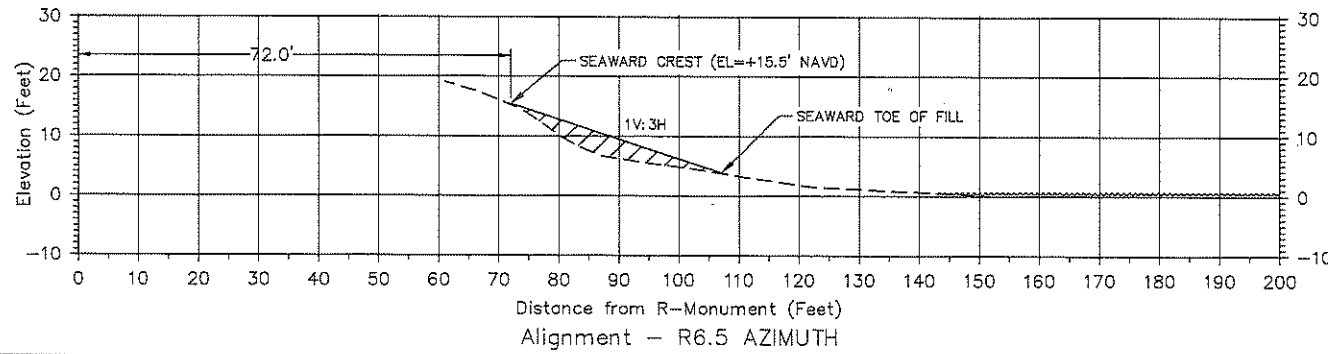
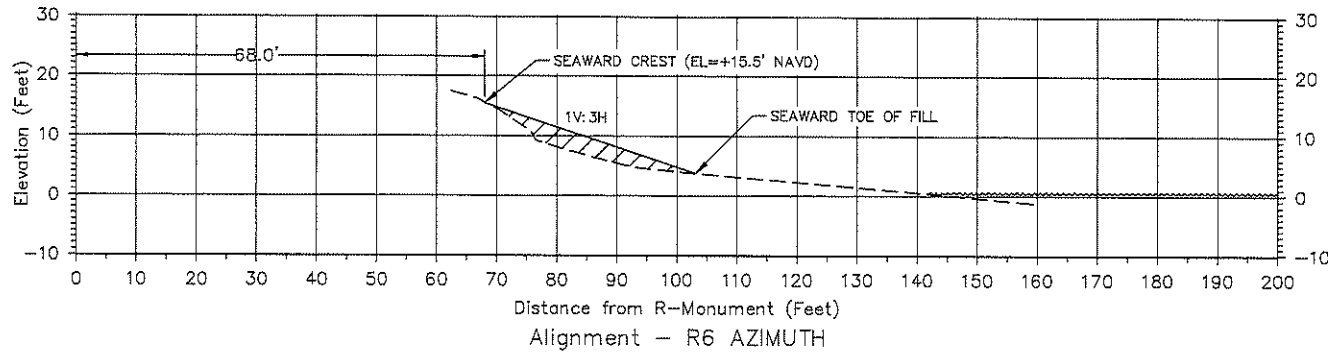
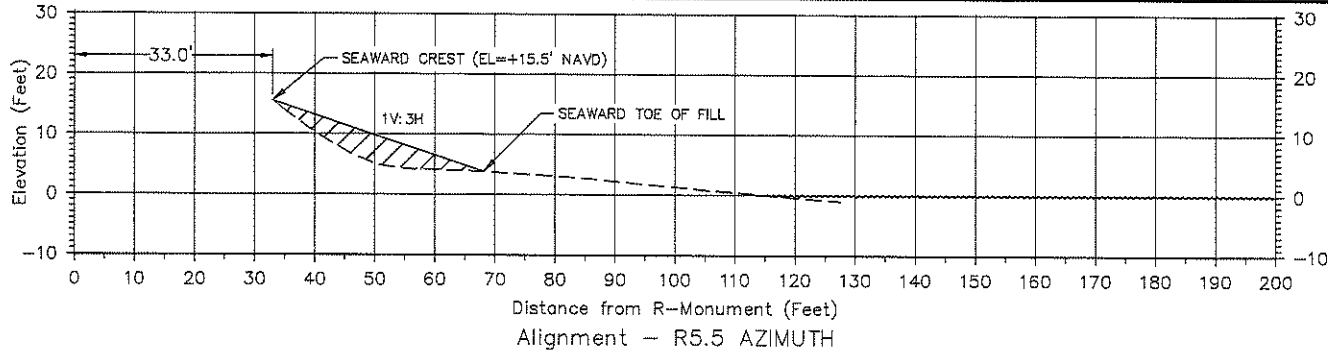
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 DAVID SWIGLER
 FL P.E. NO 75548


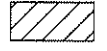
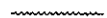
PROJECT: CORAL COVE PARK
 DUNE RESTORATION

PROFILES


SHEET:
C3.3



LEGEND:

-  EXISTING GRADE (DECEMBER 2023)
-  PROPOSED DUNE RESTORATION
-  MEAN HIGH WATER (EL=+0.57' NAVD)

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



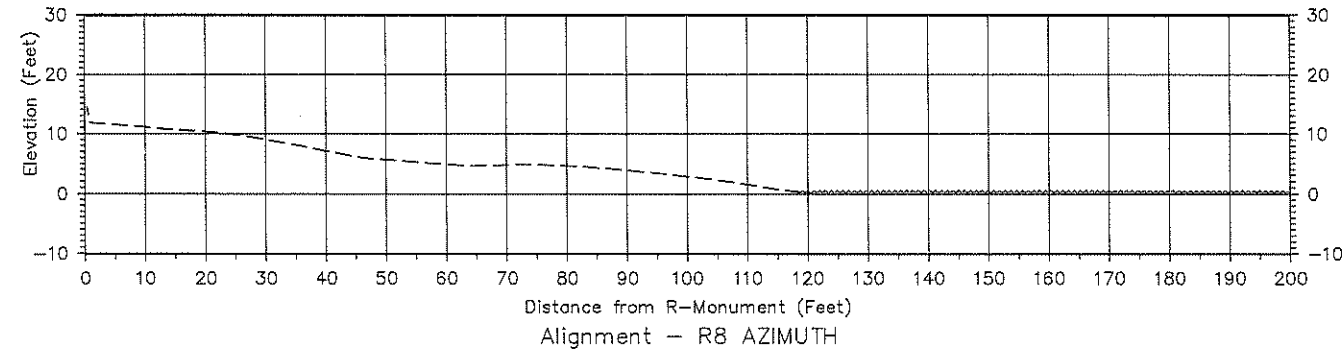
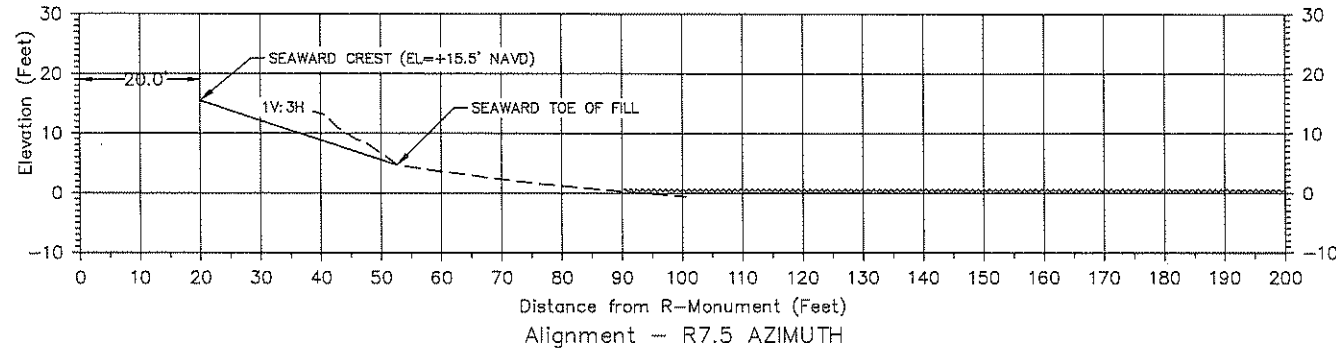
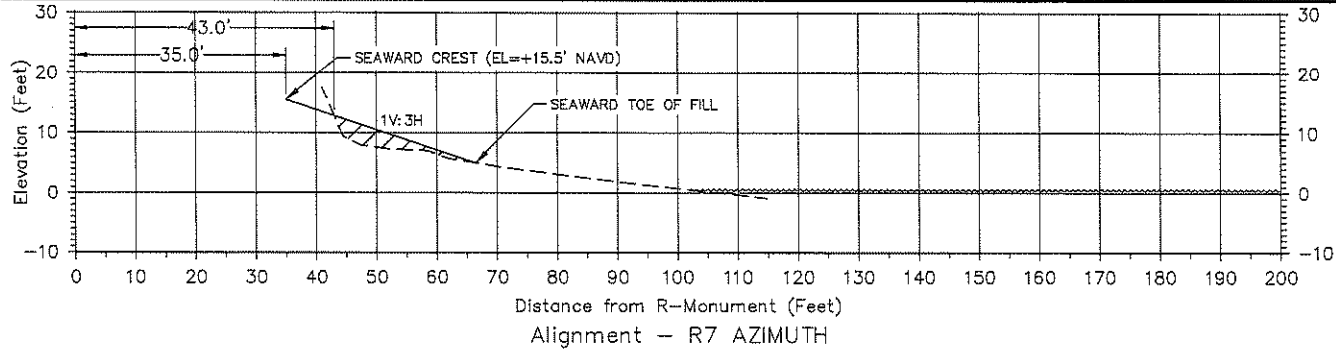
APPROVED AS
 DRAWN: RB
 CHECKED: DS
 DATE: 12.19.2023

SEAL
 DAVID SWIGLER
 F.L.P.E. NO 75548

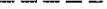


PROJECT: CORAL COVE PARK
 DUNE RESTORATION

PROFILES


SHEET:
C3.4



LEGEND:

-  EXISTING GRADE (DECEMBER 2023)
-  PROPOSED DUNE RESTORATION
-  MEAN HIGH WATER (EL=+0.57' NAVD)

PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2900 NORTH JOG ROAD, 4TH FLOOR
WEST PALM BEACH, FLORIDA 33411
(561) 238-2400



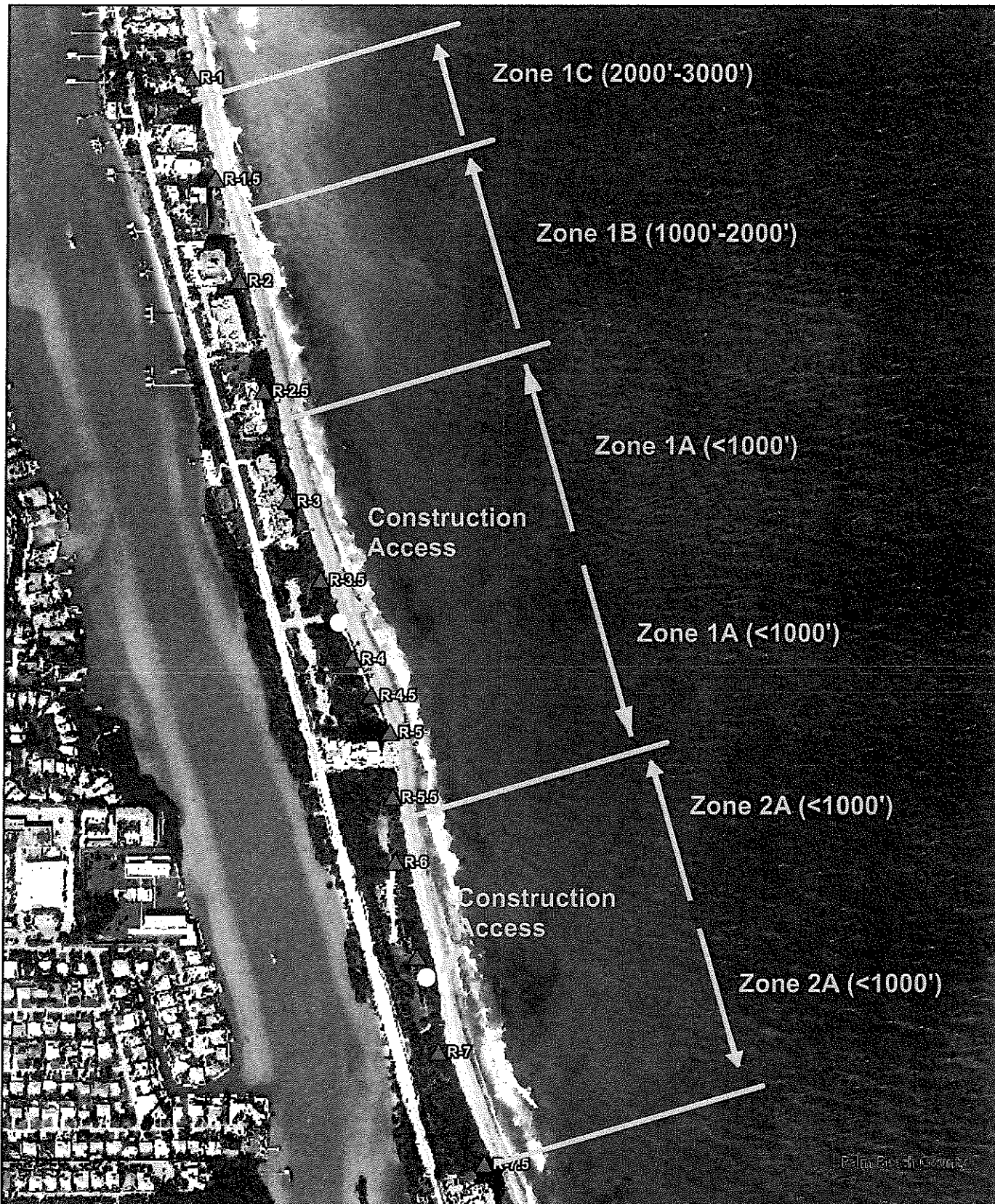
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SEAL
DAVID SWIGLER
FL P.E. NO 75548

CORAL COVE PARK
DUNE RESTORATION

PROFILES

SHEET
C3.5




 Palm Beach County Department of
 Environmental Resources Management
 2300 North Jog Road, 4th Floor
 West Palm Beach, Florida 33411-2741
 (561) 233-2400

Coral Cove Haul Zones

12/20/2023

0 250 500 1,000
Feet



Fort Pierce, Florida 34945 to 19450 S Beach Rd, Jupiter, FL 33469

Drive 60.9 miles, 1 hr 6 min

