



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	<u>\$2,574,137</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$2,574,137</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes  X  No \_\_\_\_\_

Does this item include the use of federal funds? Yes  X  No \_\_\_\_\_  
Budget Account No.: M037 & M033

Does this item include the use of state funds? Yes  X  No \_\_\_\_\_

Fund 3652 Dept 381 Unit M037 Object 4630 Program E037 Prog Per CIP  
Fund 3652 Dept 381 Unit M033 Object 4630 Program E033 Prog Per CIP

Unit M037 – 60% = \$1,544,482  
Unit M033 – 40% = \$1,029,655

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

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

C. Department Fiscal Review: SKing

**III. REVIEW COMMENTS**

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

<u>ASD/DC</u> 2/5/24	<u>Branch M. Machado</u> 2/6/24
OFMB QA 2/5/24	Contract Development and Control

**B. Legal Sufficiency:**

J. Blum 2/6/24  
Assistant County Attorney

**C. Other Department Review:**

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

**AMENDMENT NO. 1  
TO SINGER ISLAND EMERGENCY DUNE RESTORATION CONTRACT  
BETWEEN  
PALM BEACH COUNTY  
AND EASTMAN AGGREGATE ENTERPRISES, LLC**

**THIS AMENDMENT NO. 1 TO THE SINGER ISLAND EMERGENCY DUNE RESTORATION CONTRACT** is made and entered into on this 1<sup>st</sup> day of February, 2024, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and EASTMAN AGGREGATE ENTERPRISES, LLC., a limited liability company authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

WITNESSETH:

**WHEREAS**, the County and the Contractor entered into a Contract dated November 20, 2023 (2023ERM05) (the "Contract") in the amount of \$2,530,586.50 to provide dune restoration services for the Singer Island Dune Restoration Project (the "Project"), for a term beginning November 20, 2023 and expiring 90 calendar days from the Notice to Proceed; and

**WHEREAS**, the County and the Contractor agree to amend the Contract, as provided herein.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants and conditions contained herein, County and Contractor agree as follows:

1. The above recitations are true and correct, and are incorporated herein.
2. Technical Specifications of the Contract, **Article B7 Beach Place & Grade (Line items 9,10,11)** is deleted in its entirety and replaced as follows:

**Article B7 Beach Place & Grade (Line items 9, 10, 11, 12)**

Under Line Items 9 through 12, the CONTRACTOR shall mobilize and demobilize the equipment necessary to convey and/or place and grade material for dune and beach restoration. Costs associated with the use of an enclosed electric conveyor system are represented in Line Item 12, and all other unspecified costs associated with placement and grading of material shall be considered incidental to and included in the cost of Bid Items 9 through 11. Payment for Line Items 9 through 12 shall be based on material conveyed and/or 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 6 (Supply Sand).

Under Line Items 9 through 11, the CONTRACTOR shall transport material from the construction access(es) to the fill area designated in the Contract. Line Items 9 through 11 are divided into 1,000 ft. increments to reflect the expense associated with longer distances. The CONTRACTOR shall place material only within the limits shown on the drawings.

Line Item 12 includes mobilization, demobilization, and use of up to 300 ft. of enclosed electric conveyor system equipped with an unloader/hopper to transport the sand from the unloading location at the construction access site to the beach, as approved by the COUNTY. The conveyor system should be run by a generator that can be strategically placed to minimize the noise to adjacent residences. The conveyor system shall be capable of moving no less than 3,200 tons (2,500 cubic yards) of sand per 10 hour workday and shall include an unloader/hopper to minimize impacts to the associated property.

3. Technical Specifications, Figure 2 is hereby deleted in its entirety and replaced with **Figure 2 (Rev.1)**, attached as **Exhibit "1"**.

4. Exhibit A to the Contract, titled Schedule of Payments, is hereby deleted in its entirety and replaced with the **Exhibit A Amended Schedule of Payments**, attached as **Exhibit "2"**.

5. **Contract Page 1, 4<sup>th</sup> paragraph, 1<sup>st</sup> sentence, specifying the Contract sum, is hereby deleted in its entirety and replaced, as follows:**

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of **two million, five hundred seventy four thousand, one hundred thirty-six dollars and fifty cents (\$ 2,574,136.50)**.

6. It is the intent of the County and the Contractor hereto that this Amendment No. 1 shall not become binding until the date executed by the County.

7. Except as provided herein, all other terms, conditions, and provisions of the Contract shall remain in full force and effect.

(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 to the Contract on the day and year first written above.

ATTEST:

Palm Beach County, a political subdivision of the State of Florida, Board of County Commissioners

Shirley King  
ERM Fiscal

APPROVED AS TO TERMS AND CONDITIONS

Signed: Deborah Drum  
Deborah Drum, Director,  
Environmental Resource Management

BY: Laura Thompson  
Laura Thompson

Date: 2-1-2024

APPROVED AS TO LEGAL SUFFICIENCY

BY: /s/Yelizaveta B. Herman  
County Attorney

WITNESS:

CONTRACTOR:

Andrew J. Studt  
Signature

Eastman Aggregate Enterprises, LLC  
Corporate Name

Andrew J. Studt  
Name Printed

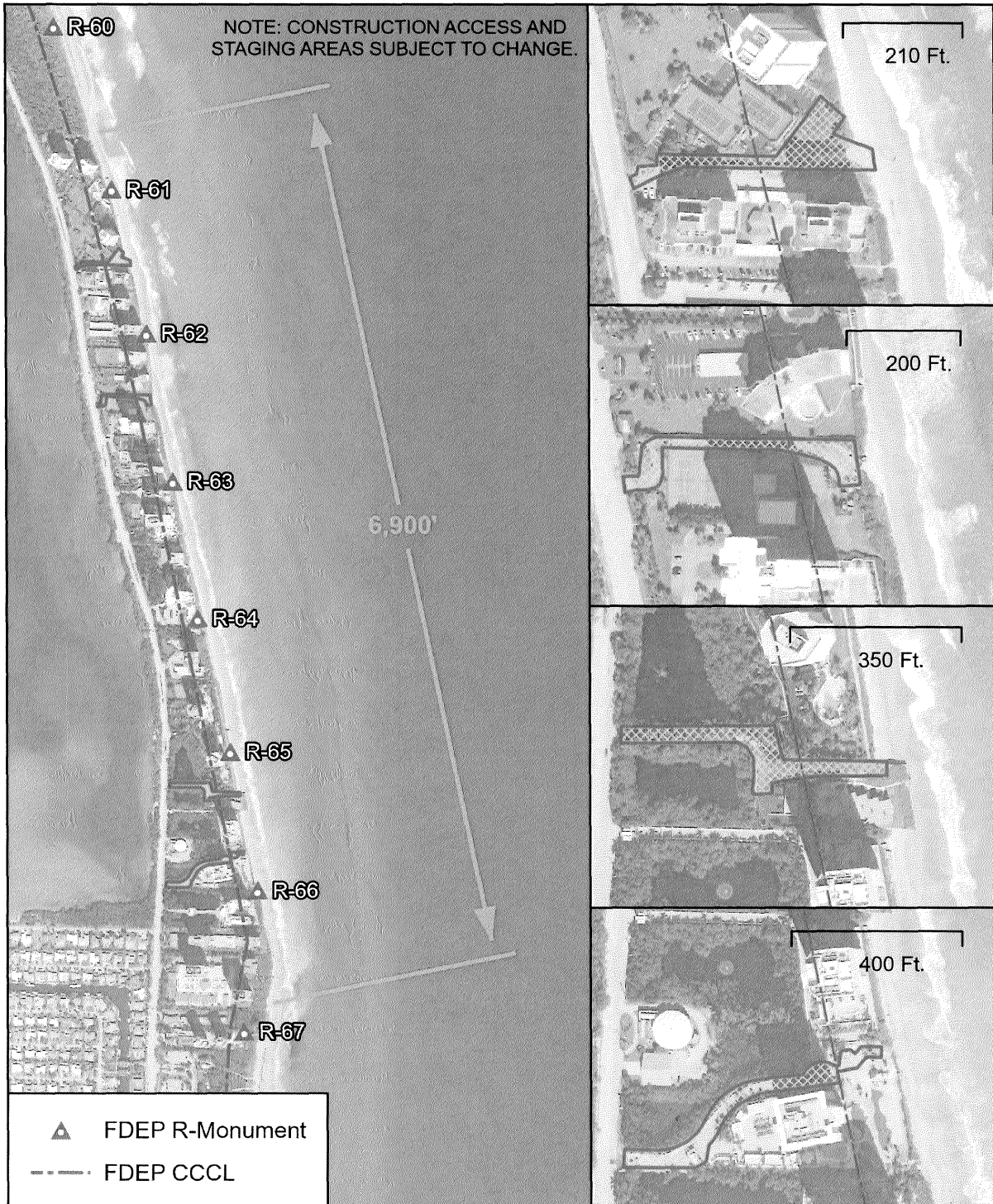
BY: [Signature]  
Signature of Officer

Benjamin Eastman  
Print Name

(Corporate Seal)

Its: Managing Member  
Title

EXHIBIT 1



**Figure 2 (Rev. 1). Singer Island Dune Restoration Project**

0 500 1,000 1,500 2,000 2,500 Feet



**EXHIBIT 2**

**EXHIBIT A  
AMENDED SCHEDULE OF PAYMENTS  
SINGER ISLAND  
EMERGENCY DUNE RESTORATION CONTRACT (FEDERALIZED)  
PROJECT NO. 2023ERM05**

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	SITE PREPARATION & RESTORATION	CONSTRUCTION ACCESS	4	\$5,000.00	\$20,000.00
2	SUPPLY, DELIVERY AND INSTALLATION OF SOD	SY	2,100	\$5.00	\$10,500.00
3	SCARP MANAGEMENT	LF	2,000	\$1.25	\$2,500.00
4	MAINTENANCE OF TRAFFIC	PER EVENT	1	\$2,800.00	\$2,800.00
5	CERTIFIED SAND QUALITY TESTING	SAMPLING	17	\$478.00	\$8,126.00
6	SUPPLY SAND	TON	53,300	\$16.25	\$866,125.00
7	TRANSPORT AND DELIVERY - FILL (FIRST TON MILE)	TON-MILE	53,300	\$2.25	\$119,925.00
8	TRANSPORT AND DELIVERY - FILL (ADDITIONAL TON MILE)	TON-MILE	3,533,790.00	\$0.35	\$1,236,826.50
ZONE 1					
9	BEACH PLACE AND GRADE (<1000' FROM ACCESS)	TON	8,200	\$4.25	\$34,850.00
ZONE 2A					
9	BEACH PLACE AND GRADE (<1000' FROM ACCESS)	TON	10,800	\$4.25	\$45,900.00
ZONE 2B					
10	BEACH PLACE AND GRADE (1000' - 2000' FROM ACCESS)	TON	12,900	\$4.98	\$64,242.00
12	CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)	TON	12,900	\$3.00	\$38,700.00
ZONE 2C					
9	BEACH PLACE AND GRADE (<1000' FROM ACCESS)	TON	10,800	\$4.25	\$45,900.00
11	BEACH PLACE AND GRADE (>2000' FROM ACCESS)	TON	0	\$6.00	\$0.00
12	CONVEYING OF MATERIAL (INITIAL 300' WITH HOPPER/UNLOADER)	TON	10,800	\$3.00	\$32,400.00
ZONE 4A					
9	BEACH PLACE AND GRADE (<1000' FROM ACCESS)	TON	10,200	\$4.25	\$43,350.00
ZONE 4B					
10	BEACH PLACE AND GRADE (1000' - 2000' FROM ACCESS)	TON	400	\$4.98	\$1,992.00
<b>TOTAL:</b>					<b>\$2,574,136.50</b>

Additional ton-mile multiplier for line item #8 is 66.3.

Time: Contractor must Substantially Complete all Work under this Contract in no more than 90 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.