

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	September 9, 2025	(X) Consent	() Regular
		() Workshop	() Public Hearing
Department:	<u>Environmental Resources Management</u>		

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** Contract No. 2025ERM01 (Contract) with Coston Marine Services, Inc., in an amount not to exceed \$849,994.28, providing construction services for Limestone Creek Public Use Facilities Replacement, Project No. 2025ERM01(Project) for a term beginning upon execution and expiring within 180 calendar days from the Notice to Proceed.

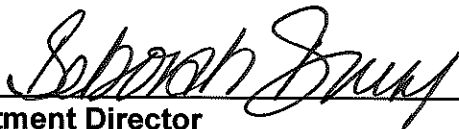
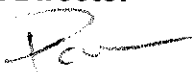
Summary: The public use facilities at Limestone Creek Natural Area (Natural Area) opened in May 2009 in compliance with the Limestone Creek Natural Area Management Plan. The original construction materials have been compromised by marine boring organisms and the observation platform and fishing pier have been closed due to safety concerns. This Contract will provide for the removal and reconstruction of public-use structures at the Natural Area. The Project entails replacing the boardwalk and fishing pier, observation platform, footbridge over Black Water Creek, and adjacent sidewalk.

One (1) sealed bid was received by the Department of Environmental Resources Management on April 23, 2025. Coston Marine Services, Inc., a Lake Park, Florida Company, was the only responsive, responsible bidder. This Project was presented to the Goal Setting Committee on September 4, 2024, and the Committee established an Affirmative Procurement Initiative (API) of Small Business Enterprise (SBE) Price Preference. The Project is funded by a transfer from the Natural Areas Fund to the Environmental Resources Capital Projects Fund. **The cost to Palm Beach County (County) is \$849,994.28. District 1 (YBH)**

Background and Justification: The 53.7-acre Natural Area, 22.4 acres of which was purchased in July 2002, is located in the northeastern portion of the County. The remaining 31.3 acres, within the C-18 Canal right-of-way, are owned by the South Florida Water Management District and managed by the County under a District Occupancy/Linear Park Permit. The Natural Area has been developed as a publicly owned and operated, natural resource-based, passive outdoor recreational site. The Natural Area is also used for environmental education and scientific research. The Project replaces existing facilities with new facilities that are expected to have a longer lifespan. The proposed renovations are designed to have a minimal impact on native ecosystems, advance the goals of preserving and restoring natural resources, and provide facilities compatible with public use.

Attachments:

- 1. Location Map
- 2. Contract with Coston Marine Services, Inc.
- 3. Award Recommendation, Bid Evaluation Summary, OEBO Evaluation, Bid Tabulation

Recommended by: <i>BH</i> 	<i>7-12-2025</i>
<i>4/ybh</i> Department Director	Date
Approved by: 	<i>8/6/25</i>
Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	<u>\$849,995</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$849,995</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Does this item include the use of federal funds? Yes _____ No X

Does this item include the use of State funds? Yes _____ No X

Budget Account No.:

Fund 3654 Department 381 Unit E302 Object 6504 Program E44101

Task N144 Sub-Task NLIC Task Order 005

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

Environmental Resources Capital Projects Fund 3654 \$849,995

C. Department Fiscal Review:

[Signature]

III. REVIEW COMMENTS

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

[Signature] 7/24/2025
OFMB DA 7/24

[Signature] 2/4/25
Contract Development and Control 2/4/25

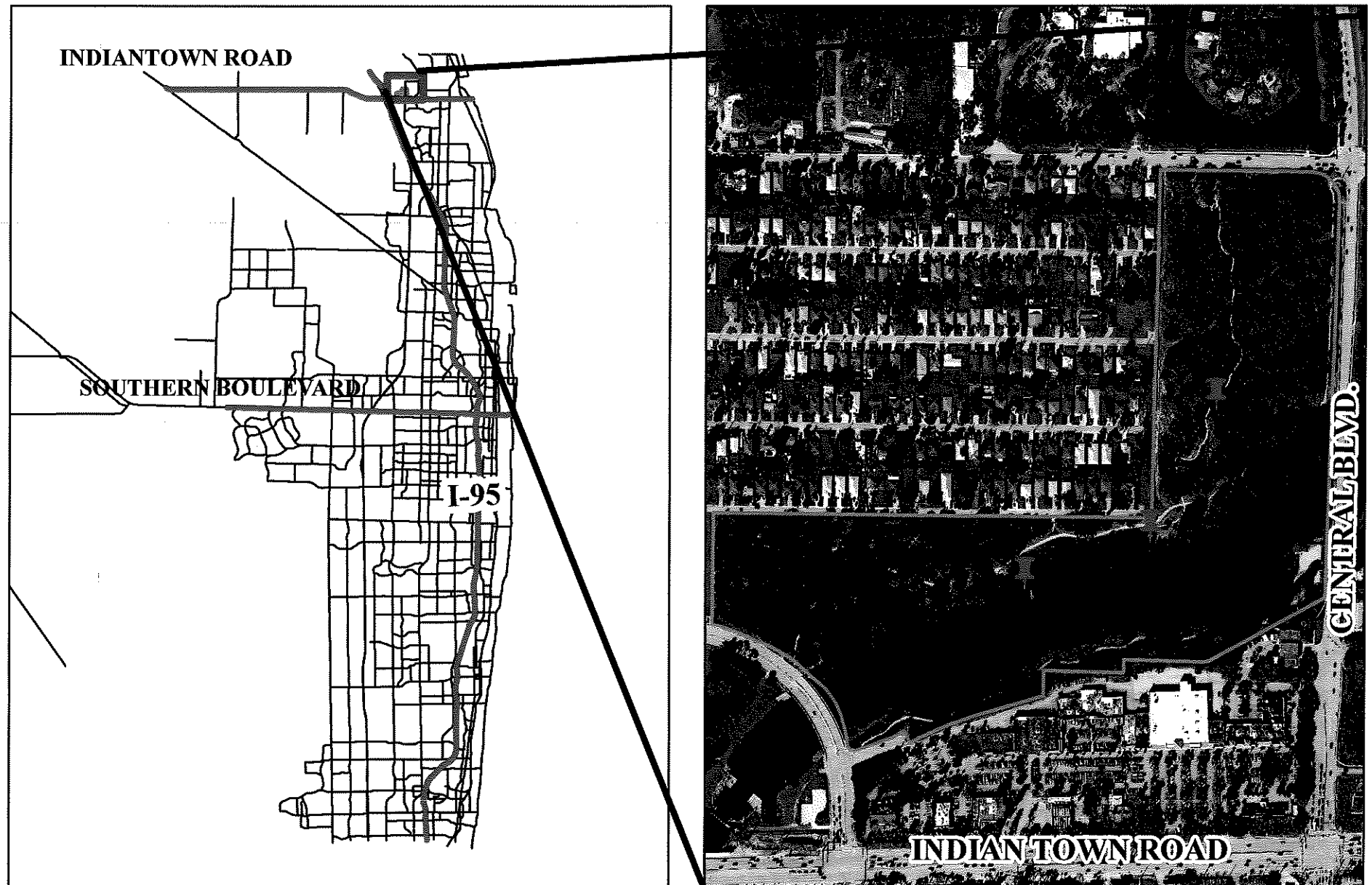
B. Legal Sufficiency:

[Signature] for YBH
Assistant County Attorney

C. Other Department Review:

Department Director

**LIMESTONE CREEK NATURAL AREA
LOCATION MAP
2025ERM01 PUBLIC USE FACILITIES REPLACEMENT**



LOCATIONS OF THE 3 PUBLIC USE STRUCTURES REQUIRING REPLACEMENT



**Department of Environmental
Resources Management**

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

(561) 233-2400

FAX: (561) 233-2414

www.pbc.gov/erm



**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel Flores

Marci Woodward

Maria Sachs

Bobby Powell, Jr.

County Administrator

Verdenia C. Baker

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

**LIMESTONE CREEK
PUBLIC USE FACILITIES REPLACEMENT
Project No.: 2025ERM01**

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

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

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

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

**PROJECT NAME: LIMESTONE CREEK PUBLIC USE FACILITIES REPLACEMENT
PROJECT NO.: 2025ERM01**

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END OF SECTION

INVITATION FOR BID

Sealed Bids will be received by the Board of County Commissioners, Palm Beach County (PBC), Florida, up to and publicly opened at 2:00 P.M. local time, **Wednesday, April 23, 2025** ("Bid Due Date") in the PBC Department of Environmental Resources Management (ERM), located at Vista Center, 2300 Jog Road 4th Floor, West Palm Beach, Florida, 33411. The Bid Documents received by this time will be open on the aforementioned Bid Due Date at 2:00 p.m. at a public meeting at the above address.

Project Name: Limestone Creek Public Use Facilities Replacement
Project No. 2025ERM01

Project Description. The purpose of this project is to furnish all support equipment, labor, supplies and materials to perform all operations in connection with the demolition and construction of the public use facilities within the Limestone Creek Natural Area. This Project includes the demolition of a 148-foot-long boardwalk and fishing pier, covered observation platform and approach, footbridge over Black Water Creek and removal of associated piles, removal of 50 feet of concrete sidewalk, and new construction of the same. Contractors are responsible for their own measurements.

All conditions and requirements for bid submission, consideration, and award are contained in the Contract Documents, which include the plans and technical specifications, and will be available beginning **Friday, March 21, 2025**. Bidders can download and print Contract Documents (except for confidential building plans and/or drawings) free of charge from PBC's Vendor Self-Service (VSS) website: <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

A **Mandatory Pre-Bid Meeting** will take place both virtually and in person on **Tuesday, April 8, 2025, at 10:00 AM** at PBC, Vista Center, 2300 Jog Road, 4th Floor, West Palm Beach, Florida, 33411. A WebEx link to attend the meeting virtually can be obtained from the VSS website and can be requested via ERM-Bidding@pbcgov.org. **THE BIDDER'S FAILURE TO ATTEND THIS CONFERENCE SHALL RESULT IN DISQUALIFICATION OF THEIR BID.**

A **Mandatory Site Visit** will take place following the Pre-Bid Meeting, commencing at **1:30 PM** at Limestone Creek Natural Area 6570 Church Street, Jupiter FL. 33458 (meet in parking area immediately north of park entrance). We ask all prospective bidders to notify ERM of their intent to attend the site visit no later than the close of business two (2) days prior. Please email ERM-Bidding@pbcgov.org or call (561) 233-2400 to notify of your intent to attend. **THE BIDDER'S FAILURE TO ATTEND THIS CONFERENCE SHALL RESULT IN DISQUALIFICATION OF THEIR BID.**

EBO Program. Pursuant to the Palm Beach County Code Section 2-80.20-2-80.4, the Equal Business Opportunity (EBO) Ordinance, the County will provide contracting and subcontracting opportunities for SBEs. The following Affirmative Procurement Initiatives (APIs) apply to this project:

A Palm Beach County Small Business Enterprise (SBE) Price Preferences is in effect for this solicitation.

When a mandatory SBE goal applies to this solicitation, then any bid that fails to comply with the required goal shall be deemed non-responsive after the period allowed for waiver requests has lapsed. If a bidder is unable to comply with a required goal, such bidder shall submit a request for a waiver or partial waiver at least 7 days prior to the bid due date. If a bidder requests a waiver from a goal from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted the solicitation will be amended accordingly and the due date extended again. Fillable pdfs of all EBO forms can be found on the OEBO website at

<http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on the County's EBO Program.

Bid proposals must be submitted on the forms provided by ERM and accompanied by a bid bond security in favor of Palm Beach County in the amount equal to five percent (5%) of the bid price. A public construction bond, in an amount equal to 100% of the total contract price, will be required of the successful bidder within fourteen (14) days of the "Notice of Intent to Award". PBC reserves the right to waive any bid irregularities, informalities, or technical deficiencies and to reject any and all bids. Late bids will be rejected and the Bid Bond returned.

The County intends to make an award to one (1) contractor.

At the time of Bid submission each bidder, and all identified subcontractors, must be properly certified and licensed in the State of Florida or hold certifications required by the State of Florida and/or Palm Beach County, as applicable, for the purpose of performing the specified work.

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

Please contact ERM at (561)233-2400 or ERM-Bidding@pbcgov.org with any questions regarding this solicitation.

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

ATTEST:
JOSEPH ABRUZZO, CLERK OF THE CIRCUIT
COURT & COMPTROLLER
DEBORAH DRUM, DIRECTOR, Department of
Environmental Resources Management

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BY: MARIA G. MARINO, MAYOR

PUBLISH: The Palm Beach Post
 Sunday: March 30, 2025
 Sunday: April 6, 2025

LIMESTONE CREEK PUBLIC USE FACILITIES REPLACEMENT PROJECT NO.: 2025ERM01

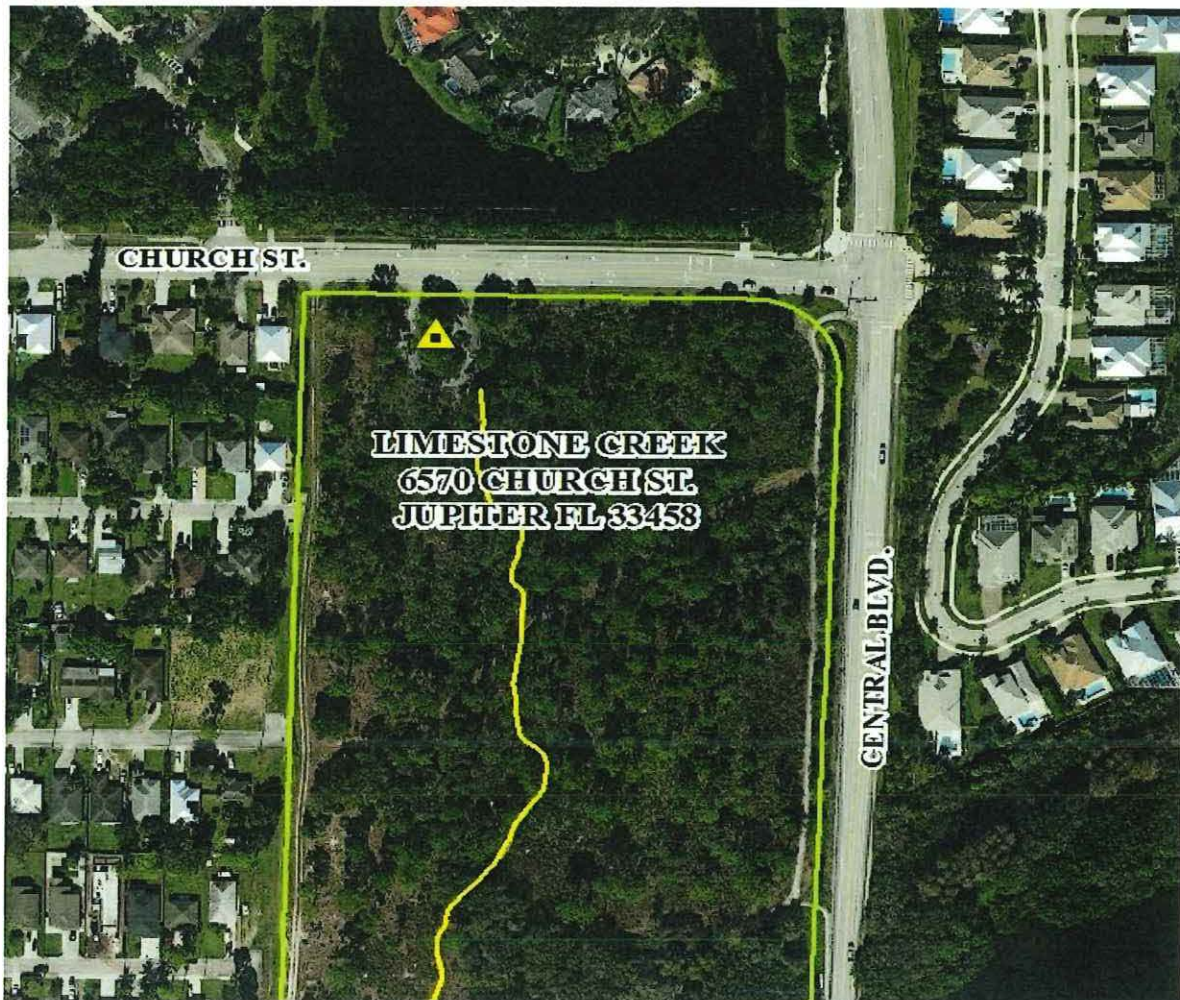
INSTRUCTIONS FOR PRE-BID SITE VISIT

All interested parties/bidders are required to attend the **Mandatory Site Visit** which will take place on **April 8, 2025 at 1:30 pm**. Attendees shall meet at the main parking lot of Limestone Creek Natural Area at the address noted below.

Please send an email to ERM-Bidding@pbcgov.org or contact (561) 233-2400 to notify ERM of your intention to attend the pre-bid meeting and site visit at least two (2) business days prior to the scheduled time. **THE BIDDER'S FAILURE TO ATTEND THIS CONFERENCE SHALL RESULT IN DISQUALIFICATION OF THEIR BID.**

Limestone Creek Natural Area
6570 Church Street, Jupiter, FL. 33458

The parking lot will be closed to the public for the purpose of this meeting. *Parking is free.*



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

**PROJECT NAME: LIMESTONE CREEK PUBLIC USE FACILITIES
REPLACEMENT
PROJECT NO.: 2025ERM01**

INSTRUCTIONS TO BIDDERS

SECTION DESCRIPTIONS

1. DEFINITIONS
2. LICENSES, BUSINESS TAX, POLICY REGARDING SUBCONTRACTORS
3. BIDDER'S REPRESENTATIONS
4. BIDDING/CONTRACT DOCUMENTS
5. BIDDING PROCEDURE
6. EQUAL BUSINESS OPPORTUNITY PROGRAM
7. CONSIDERATION OF BIDS AND AWARD OF CONTRACT
8. TIME
9. VOLUNTARY PARTNERING
10. PUBLIC BID DISCLOSURE COMPLIANCE FEES
11. CONSTRUCTION INCENTIVE PROGRAM
12. EARLY COMPLETION INCENTIVE
13. SECTION DELETED
14. LOBBYING
15. SECTION DELETED
16. CRIMINAL HISTORY RECORDS CHECK
17. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL
18. VSS REGISTRATION REQUIRED
19. PIGGYBACK CLAUSE

DEFINITIONS

1.1 Addendum or Addenda are written or graphic instruments issued by the County via the County's website, <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> prior to the submission of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections or other type of modifications. Addenda will become part of the Contract Documents when the Contract is executed. Bidders, upon receiving Addenda, shall insert the same into the Bidding Documents.

1.2 Additive or Deductive Bid Item is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted by the County.

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

1.4 Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deducted for sums stated in Additive or Deductive Bid Items.

1.5 Bid is a complete and properly signed offer to do the Work or designated portion thereof, for the sums stipulated therein, submitted in accordance with the Bidding Documents.

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

1.7 Bidder means one who submits a Bid directly to the County, as distinguished from a sub-Bidder who submits a Bid to a Bidder.

1.8 Bidding Documents include the Invitation to Bid, Instructions to Bidders, Federal Requirements, Index of Drawings, the Bid Form and all Attachments, Bid Bond and the Public Construction Payment and Performance Bonds and Guarantee, the Contract and contract conditions (General and Supplemental), Technical Specifications, Drawings, any Addenda issued prior to the date designated for receipt of Bids and any federal DBE forms and/or federal certifications required to be submitted with the Bid all as further described in Section 5.1.9 of these Instructions to Bidders.

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

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

1.11 Clearing and Grubbing - This Work item may include, but is not limited to: removal and disposal of trees, stumps and roots; removal of existing pavement, building and structures; and,

removal of debris and other items necessary to prepare the site for construction, including leveling of the terrain.

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

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

1.14 Contract - The written agreement between the County and the Contractor covering the Work to be performed including all Contract Documents as approved by County.

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

- Bidding Documents – Invitation for Bid, Instructions to Bidders, Bid Form and Attachments including Bid Bond
- Contract Forms – Guarantee, Insurance certificates, Public Construction Bond, Florida Inland Navigation District Performance Bond
- Contract Conditions – Grant Requirements, General Conditions and Supplement Conditions
- Appendices
- Technical Specifications, Attachments and Plans
- Addenda
- Sealed Bid
- Permits, Submittals, Drawings, Shop Drawings, Change Orders, Field Orders, Written Amendments, Supplements when approved

1.16 Contract Price - The maximum compensation for complete performance of the Work.

1.17 Contract Term - The period of time that the Contract is valid beginning from the date of execution and approval of both parties and continuing through the end date as specified in the Contract, or the date of termination of any outstanding Work Order issued thereto, whichever is later.

1.18 Contractor shall mean the person or entity who is the successful Bidder and who executes a Contract with Palm Beach County and who is identified in the Contract and is referred to throughout the Contract Documents. Contractor may mean the Contractor or its authorized representative as the Contract context requires.

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

1.20 County or Owner shall mean the Board of County Commissioners of Palm Beach County, Florida.

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

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

1.23 Day or Days shall mean 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.

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

1.25 Department shall mean the Palm Beach County, Environmental Resources Management Department, 2300 N. Jog Road, 4th Floor, West Palm Beach, Florida, 33411-2743, as Lead Construction Department for Bid advertisement, Sealed Bid receipt, evaluation and award.

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

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

1.28 Effective Date - The date indicated in the Contract on which it was executed, but if no such date is indicated, it means the date on which the Contract is approved and executed by County.

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

1.30 Final Acceptance or Completion - The date the Project is finally accepted by the County in accordance to General Condition Article 72.

1.31 Front-end Loading - This occurs when a Bidder submits a relatively high price on items which are normally completed, or substantially completed, in the early phases of the Work. These items may include: Mobilization, Clearing and Grubbing, Maintenance of Traffic, insurance and bonds, and/or stored materials. For definitions of some of these latter terms, refer to the General Conditions.

1.32 Glades Local Preference- This means that if the lowest responsive, responsible Bidder is a non-Glades business, then all Bids received from responsive, responsible Glades Bidders are decreased by 5%.

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

1.34 Invitation for Bid (IFB) - A competitive Bid process advertised by the County requesting

sealed Bids from Bidders for a Project with detailed specifications. A formal Bid opening is f

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

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

1.37 Liquidated Damages - Damages assessed for Contractor's failure to complete the Work within the Work Time, including any change(s) to Work Time authorized by Work Supplement(s).

1.38 Local Preference – In accordance with the Palm Beach County Local Preference Ordinance, as amended, preference shall be given to: (1) those bidders having a permanent place of business in Palm Beach County ("County"); and, (2) those bidders having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, bidders must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of any solicitation.

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

1.40 SBE small businesses are defined consistent with the requirements of the County's Equal Business Opportunity Ordinance Section 2-80.20-Section 2-80.30 (as amended) Palm Beach County Code.

1.41 Maintenance of Traffic - This Work item may include, but is not limited to: construction of detour facilities; providing access to local residents; and, providing signals, barricades and flag persons as may be required.

1.42 Mobilization - This Work Item may include, but is not limited to: movement of personnel; materials, equipment and supplies to the job site; establishment of temporary offices, buildings and sanitary facilities; bonds; insurance; and, other preconstruction expenses related to organizing and making resources available for Work at the site.

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

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

1.45 Optional/Alternate Bid is a Bid to perform Work for the County in addition to the Base Bid in which the County at its discretion may choose to execute.

1.46 Palm Beach County is a political subdivision of the State of Florida, as represented by its

Board of County Commissioners (hereinafter called "County") and its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the Board of County Commissioners. The Board of County Commissioners has delegated Contract and project management responsibilities to the Department of Environmental Resources Management (ERM). Where the word "approval" is mentioned, "approval" shall mean action by the Board of County Commissioners, or designated representative.

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

1.48 Piggyback - A procurement mechanism used by other governmental agencies to enter into a direct contractual relationship with the Contractor using the terms and conditions of this Contract for work.

1.49 Project - The Work to be performed as provided in the Contract.

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

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

1.52 Protestor - Protestor, complainant, applicant, requestor, or vendor that has standing to protest a Contract award, vendor suspension/debarment.

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

1.54 Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or on behalf of the Contractor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

1.55 Statement of Unresolved Claims- This form is to be used by the prime contractors to disclose any unresolved claims with their subcontractors regarding contract-related issues, and must accompany each invoice.

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

1.57 Substantial Completion - The date as determined by the County, and evidenced by the County's Certificate of Substantial Completion, certifying that the Work for the Project is sufficiently completed, in accordance with the Contract, so that the Project can be utilized for the purposes for which it is intended. When the Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the Project. The County may, but

is not required to, issue a Certificate of Substantial Completion for the completion of Work on a distinct, specified portion of a Project.

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

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

1.60 Unbalanced Bid Item - Bid items in which the Lump Sum or unit prices are not in line with industry standards or averages for the items. In order for a Bid to be balanced, each Bid item must carry its proportionate share of direct cost, overhead and profit. Unbalanced items which are installed and billed at the beginning of the Work also result in Front-End Loading.

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

1.62 Unit Cost - The Unit Cost is the cost per unit line item as identified on the Bid Schedule. Unit Cost can be based on square foot, linear foot, cubic yard, each or such other specific unit as is identified on the Bid Schedule. The Unit Cost includes all Contractor's costs associated with providing each line item, including overhead and profit.

1.63 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.

1.64 Supplement - A document which, when executed by the Contractor and the County, becomes a part of the Contract and modifies a Work Order by authorizing an addition, deletion, or revision in the Scope of Work, duration, total price, or schedule for a specific Project to be constructed by Contractor in accordance with the terms of this annual Contract.

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

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

2.0 LICENSES, BUSINESS TAX, POLICY REGARDING SUBCONTRACTORS

2.1 Licenses - Bidders and their proposed subcontractors of any tier regulated by the Florida Construction Industry Licensing Board or the Construction Industry Licensing Board of Palm Beach County shall be properly qualified and licensed/certified by the appropriate Board or Boards

as required by Florida Statute Chapter 489, or Special Act, Laws of Florida Chapter 67-1876 prior to the time of submission of the Bid. The Bidder 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 Bid submittal. State of Florida Contractor's Certification/Registration license numbers or Palm Beach County Certificate Numbers must be listed at the applicable places on the Bid Form. Any Bid which is submitted by a Bidder who is not properly licensed/certified at the time the Bid is submitted, or which lists a subbidder who is not properly licensed/certified at the time the Bid is submitted, will be rejected as non-responsive.

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

2.3 Bid Shopping - It is Palm Beach County's policy to discourage Contractors from seeking new subcontractor pricing after the opening of Bids, which practice is sometimes known as Bid or subcontractor shopping. In order to facilitate this policy, Bidders may be required to identify, in the Bid Documents, the subcontractors in the categories listed in Attachment 3, if provided, which Bidder, intends to use to perform the Work, or state its intention to self-perform the Work contained in those categories.

2.3.1 No Contractor, having been awarded any Contract based upon the Contractor's response to an Invitation to Bid, or other solicitation for competitive selection wherein the Contractor listed the subcontractors which the Contractor intended to use in performing such contract, shall replace any subcontractor listed in the Contractor's response to such request without having first demonstrated good cause, and being acceptable to the County in its sole discretion.

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

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

3.0 BIDDER'S REPRESENTATIONS

3.1 Each Bidder by making its Bid represents that:

3.1.1 Bidder has satisfied itself, by personal examination of the location of the proposed Work and by thorough examination of the Contract Documents, that Bidder understands all requirements of the Work. In addition, Bidder has, to the extent Bidder determined to be necessary, satisfied itself regarding the accuracy of the estimate of the quantities of the Work to be done; and shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount of Work to be performed. Bidder is familiar with, and certifies that all Work shall comply with, all Federal, State and Local laws, ordinances, rules and regulations that in any way affect the cost, progress or performance of the Work. Failure of a Bidder to be familiar with

applicable laws, ordinances, rules and regulations will in no way relieve Bidder from the responsibility of complying with the applicable laws, ordinances, rules and regulations.

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

3.1.3 Bidder acknowledges and understands that certain informational drawings and reports may be referenced in the Bidding Documents and are provided by the County for informational purposes only. Such informational reports and drawings are not part of the Contract Documents, but the Bidder 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.

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

3.1.5 By submission of its Bid, each Bidder affirms that it has, at its own expense, performed any additional examinations, investigations, explorations, tests, 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 Bidding which may affect the cost, progress or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents and/or it has satisfied itself with respect to such conditions and it shall make no claims against the County or the Architect/Engineer of Record if upon carrying out the Work it finds that the actual conditions do not conform to those indicated.

3.1.6 On request, the County will provide each Bidder access to the Site at the pre-bid conference to conduct such investigations and tests as each Bidder deems necessary for submission of its Bid. Upon completion of such field investigations and tests, each Bidder shall completely restore disturbed areas to a condition equal to or better than the conditions which existed prior to performance of the field investigations and tests.

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

are to be obtained and paid for by the County, unless otherwise provided in the Contract Documents.

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

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

3.1.10 The Bidder understands and agrees that the quantities of Work or material stated in unit price items are supplied only to give an indication of the general scope of the Work and the County does not expressly or by implication agree that the actual quantity of the Work or material will correspond therewith. The County reserves the right after award to increase or decrease the quantity of any unit price item by way of a Change Order.

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

A. 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.

B. 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.

If the County determines, using credible information available to the public, that a false certification has been submitted by 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.

3.2 Public Entities Crimes/Convicted Bidder List: As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice

is required by F.S. 287.133(3)(a).

3.3 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 R2025-0748, 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, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

3.4 Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting - F.S. 287.05701. Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

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

3.6 Local Preference

3.6.1 In accordance with the Palm Beach County Local Preference Code, a preference will be given to Bidders having a permanent place of business in Palm Beach County. Local preference means that if the lowest responsive, responsible Bidder is a non-local business, then all bids received from responsive, responsible local Bidders are decreased by 5%, to a maximum of \$100,000 difference. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining the local preference.

3.6.2 Glades Local Preference (Sec. 2-80.44.1): in addition, if the project is located in the Glades area as defined in the Ordinance, a preference will be given to Bidders having a permanent place of business in the Glades area or to a local bidder who utilizes a Glades subcontractor(s) by a minimum of 15% of the total bid price. This preference takes precedence over the preference in Paragraph 3.4.1. If the lowest responsive, responsible Bidder is a non-Glades business, then all bids received from responsive, responsible Glades Bidders are decreased by 5%, to a maximum of \$100,000 difference. If the lowest responsive, responsible Bidder is a non-Glades business, then all bids received from responsive, responsible non-Glades, local Bidders that utilize Glades subcontractors for a minimum of 15% are decreased by 3%, and for a minimum of 30% are decreased by 4%, to a maximum of \$100,000 difference. The original bid amount is not changed; the decrease is calculated only for the purposes of determining the Glades local preference.

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

3.6.4 A valid business tax receipt issued by the Palm Beach County Tax Collector will be used to verify that the business had a permanent place of business prior to the issuance of this Invitation To Bid. A Palm Beach County business tax receipt is required unless specifically exempted by law. In lieu of a Palm Beach County business tax receipt, the business' current business tax receipt issued to the business should be included in the response.

3.6.5 The Bidder must submit their "Certification of Business Location" and/or "Certification of Business Location - Glades Subcontractor" as applicable along with a copy of the Bidder's/subcontractor's business tax receipt at the time of bid submission. Failure to submit the certification may cause the Bidder to not receive a local or Glades local preference. Palm Beach County may require a Bidder to provide additional information for clarification purposes at any time prior to the award of the contract.

3.6.5 A local business or a Glades business or a local business utilizing Glades Contractors receiving a preference under the Palm Beach County Equal Business Opportunity Ordinance and the Equal Business Opportunity Program Policies and Procedures ("EBO Program and EBO PPM") for a particular purchase shall not be eligible to receive a local preference as established under this Local Preference Code for that same purchase. In case of any inconsistency between the provisions of the Local Preference Code and Chapter 2, Article III, Division 2, Part C of this Code and EBO PPM, Chapter 2, Article III, Division 2, Part C of this Code and EBO PPM shall take precedence.

3.6.6 Commercial Non-Discrimination. The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748 as amended. As part of such compliance, the Bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

All subcontractor agreements shall include a commercial non-discrimination clause.

3.6.7 Responsibilities After Contract Award - Substitutions. After contract award, the successful bidder will only be permitted to replace a Glades subcontractor who is unwilling or unable to perform. Such substitutions must be done with another Glades subcontractor in order to maintain the Glades subcontractor percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid.

3.7 Apprentice Incentive (Not Applicable)

3.8 Glades Resident Incentive (Not Applicable)

4.0 BIDDING/CONTRACT DOCUMENTS

4.1 Copies

4.1.1 Bidders may download and obtain complete sets of the Bidding Documents from the County's website <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

4.1.2 Bidders shall use complete sets of Contract Documents in preparing Bids; the County assumes no responsibility for errors or misinterpretations of Contract Documents, including, but not limited to, errors or misinterpretations arising from using incomplete or illegible sets of Contract Documents.

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

4.1.4 The Contract Documents are the official source of information for each Project. Contract Documents will take precedence in the event of a conflict between the Contract Documents, the County's website, or any other source. While reasonable effort is made to ensure

the accuracy, accessibility, and timeliness of the County's website, the Department cannot guarantee the completeness, accessibility, or accuracy of the County's website information. Any questions concerning conflicting information must be brought to the attention of the Department by written request for clarification or correction as set forth in Section 4.2.1.

4.2 Interpretation or Correction of Bidding Documents

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

4.2.2 No interpretation or clarification of the meaning of, or correction or change to the Bidding Documents will be made to any Bidder orally. Every request for interpretation, clarification, or correction should be in writing and submitted to the Palm Beach County Department of Environmental Resources Management, Vista Center, 2300 N. Jog Road, 4th Floor, West Palm Beach, Florida, 33411-2743 at least seven (7) calendar days prior to the date fixed for the Bid opening. Written requests may be hand delivered, mailed, faxed to (561)233-2414, or e-mailed to erm-bidding@pbcgov.org. Under Florida law, e-mail addresses are public records. If Bidder does not want its e-mail address released in response to a public records request, Bidder must not send e-mail requests.

Bidders requesting clarification or interpretation of the Bidding Documents shall supply the Department with all information requested by the Department which the Department requires to issue a clarification or interpretation. Bidders finding discrepancies, errors, and/or omissions or having doubt as to the intent of the technical portions of the Contract Documents shall at once notify the Engineer of Record and provide a copy to the Department. Bidder's questions relative to Bidding requirements, Bidder qualification and Contract award shall be directed to the Department. The Department, in its sole discretion, shall determine if a clarification or interpretation of the Bidding Documents is required.

4.2.3 Any and all such interpretations, clarifications or corrections and any supplemental instructions will be in the form of written Addendum to the Contract Documents which, if issued, will be available for download from the County's Vendor Self-Service (VSS) website, <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. It is the sole responsibility of the Bidder to routinely check VSS for any Addendum that may have been issued prior to the deadline for receipt of Bids. Interpretations, corrections or changes made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections or changes.

4.2.4 Governing Order of Contract Documents - The Contract Documents include various divisions, sections and conditions which are essential parts for the Work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, the order of precedence set forth here will govern the interpretation of the Contract Documents prior to and after award of the Contract. In case of discrepancy among the Technical Specifications, permits, and drawings and plans, the most restrictive requirements shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, the County shall

resolve the conflict in any manner which is acceptable to County and which comports with the overall intent of the Contract.

- a. Permits, Submittals, Drawings, Plans, Shop Drawings, Change Orders, Field Orders, Work Order Directives, and Written Amendments, when approved
- b. Addenda
- c. Technical Specifications and attached Figures, Tables, Attachments, Appendices
- d. Supplemental Conditions, if included
- e. Contract Conditions - General Conditions
- f. Bidding Documents - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments, including Bid Bond
- g. Appendices
- h. Contract Forms - Guarantee, Insurance Certificates, Public Construction Bond
- i. Sealed Bid

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

4.3 Addenda

4.3.1 As they are issued, all Addendum to this solicitation will be posted under the applicable solicitation on the County’s on-line Vendor Self-Service (VSS) system at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. It is the sole responsibility of the Bidder to routinely check VSS for any Addendum that may have been issued prior to the deadline for receipt of Bids.

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

4.3.3 No Addenda will be issued later than five (5) Work Days prior to the date for receipt of Bids except an Addendum withdrawing the Invitation to Bid, one which includes postponement of the date for receipt of Bids, one whose content is limited to the listing of additional approved manufacturers and substitutions, or one which contains minor clarifications or changes.

4.3.4 Prior to submission of its Bid, each Bidder shall ascertain that it has obtained all issued Addenda released on the County’s website, <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. The Bidder shall acknowledge receipt of each individual Addendum at the time of issuance and final receipt of all Addenda by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt may result in rejection of a Bid.

4.4 Pre-Bid Conference

4.4.1 If available after the Pre-Bid Conference, the following will be released on the County’s website <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: attendee list, agenda, minutes and presentation materials.

5.0 BIDDING PROCEDURE

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on forms furnished by the County. At least one (1) copy of the bid proposal should be submitted for consideration. Changes or additions to the Bid, recapitulations or changes in the Work Bid upon, alternative proposals, or any other modifications of the Bid Form, Attachments to the Bid Form, or the Bid Documents, which are not specifically called for in the Bid Documents may result in the County's rejection of the Bid as non-responsive to the Invitation to Bid.

5.1.2 All blanks on the Bid Form and enclosures to the Bid Form shall be completed.

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

5.1.4 Any inter-lineation, alteration or erasure must be initialed, in ink, by the signer of the Bid Form.

5.1.5 All requested, Additive or Deductive Bid Items shall be Bid. If no change in the Base Bid is required, enter "No Change."

5.1.6 The Bidder shall provide on Bid Form - Attachment No. 2, the names and license or certificate numbers of all subcontractors and subconsultants who will perform Work.

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

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

5.1.8 In the event a Bid is submitted by two (2) or more Bidders as a joint venture, such Bid shall be submitted in strict accordance with all applicable laws of the State of Florida, State Contractor License Law, and Rules and Regulations of the State Contractor's Board.

5.1.9 No person, firm or corporation shall be allowed to submit, or have an interest in, more than one Bid for the same Work unless alternate Bids are specifically called for. A person, firm or corporation that has submitted a sub-Bid to a Bidder is not, however, disqualified from submitting a sub-Bid or quoting prices to other Bidders or submitting a prime Bid.

5.1.10 The following forms, together, comprise a Bid and must be submitted by the date and time specified for the submission of bids in the Invitation for Bid:

BID FORM

- ATTACHMENT 1: BID BOND
- ATTACHMENT 2: LIST OF SUBCONTRACTORS AND SUBCONSULTANTS
- ATTACHMENT 3: TRENCH SAFETY AFFIDAVIT
- ATTACHMENT 4: BID FORM DELETED
- ATTACHMENT 5: LIST OF RELATED WORK EXPERIENCE
- ATTACHMENT 6: CERTIFICATION REGARDING ARTICLES, MATERIALS, AND SUPPLIES PRODUCED IN THE UNITED STATES AS REQUIRED BY 23C.F.R 635.410 (BUY AMERICAN ACT)
- ATTACHMENT 7: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
- ATTACHMENT 8: CERTIFICATION REGARDING LOBBYING
- ATTACHMENT 9: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER PARTICIPANT
- ATTACHMENT 10: BIDDER DISCLOSURE
- ATTACHMENT 11: CERTIFICATE (CORPORATION or LLC)
- ATTACHMENT 12: LIST OF PROPOSED SUBSTITUTE EQUIPMENT AND MATERIALS
- ATTACHMENT 13: CONTRACTOR'S COUNTRIES OF CONCERN AFFIDAVIT
- ATTACHMENT 14: HUMAN TRAFFICKING AFFIDAVIT
- ATTACHMENT 15: OEBO SCHEDULE 1
- ATTACHMENT 16: OEBO SCHEDULE 2
- ATTACHMENT 17: BID SCHEDULE

Omission of any of these attachments from the Bid submission, or failure to properly complete any portion of the required forms, or failure to deliver the attachments on the Bid Due Date may be cause to reject the entire Bid.

5.2 Bid Security, Project Bonds, Insurance.

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

5.2.2 The Bid bond shall conform with Paragraph 5.2.4 and be written on the Bid Bond form, included as part of the Bidding Documents, and the attorney-in-fact who executes the bond

on behalf of the surety shall affix to the bond a certified and current copy of his/her power of attorney. If a Bid bond is submitted on a form other than that provided, such submission may result in the Bid being declared non-responsive. Checks and money orders shall be made payable to Palm Beach County Board of County Commissioners.

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

5.2.4 Bond Requirements

5.2.4.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the County may prescribe. Bonds shall be from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of the County, and having the County's approval. Ensure that the Surety's Florida Licensed Insurance Agent's name, address, and telephone number are clearly stated on the Bond forms.

5.2.4.2 Prior to execution of a Contract, and no later than fourteen (14) calendar days after Notification from County, the successful Bidder shall furnish the following to the Department, on the forms provided in the Bidding Documents:

- a. Public Construction Bond in the minimum amount of 100% of the total contract price.
- b. Under no circumstances shall the successful Bidder begin Work until it has supplied the required Public Construction Bond. 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.
- c. Such Public Construction Bond shall incorporate by reference all of the terms and conditions of the Contract Documents, including but not limited to the Contractor and Surety's obligation for liquidated damages as well as Surety's acknowledgment regarding any and all provisions addressing or regarding "no damages for delay", as provided for in the General Conditions.

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

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

5.2.4.5 As soon as possible after award of the Contract, successful Bidder shall deliver to County a certified copy of the recorded Public Construction Bond or, when applicable, the recorded Payment and Performance bonds. No payment will be made for work performed under this Contract until a certified copy of the appropriate bond(s) has been delivered to County.

5.2.5 Insurance Requirements. Prior to execution of a Contract and not later than fourteen (14) calendar days after Notification from Owner, the successful Bidder shall furnish to the Department certificates of insurance evidencing the existence of current valid, and binding insurance policies for the limits and coverage in accordance with the requirements delineated in the General Conditions, where such insurance is to be provided by Contractor, or as otherwise modified within the Contract Documents, together with a declaration of deductible amounts applicable to each type of insurance provided, acceptable to County.

5.2.6 Guarantee - Prior to County's execution of a Contract, and not later than fourteen (14) calendar Days after notification from the County, the successful Bidder shall furnish a guarantee. The guarantee shall be written on the Guarantee form, included as part of the Contract Forms, and the attorney-in-fact who executes the guarantee on behalf of the surety must be licensed to do business in the State of Florida and shall affix to the guarantee a certified and current copy of its power of attorney.

5.3 Submission of Bids.

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

Bid Form

- Attachment No.1 - Bid Bond
- Attachment No.2 - List of Subcontractors And Subconsultants
- Attachment No.3 - Trench Safety Affidavit
- Attachment No.4 - Bid Form Deleted
- Attachment No.5 - List Of Related Work Experience
- Attachment No.6 - Certification Regarding Articles, Materials, And Supplies Produced In The United States As Required By 23c.F.R 635.410 (Buy American Act)
- Attachment No.7 - Non-Collusion Affidavit Of Prime Bidder
- Attachment No.8 - Certification Regarding Lobbying
- Attachment No.9 - Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Lower Tier Participant
- Attachment No.10 - Bidder Disclosure
- Attachment No.11 - Certificate (Corporation Or Llc)
- Attachment No.12 - List Of Proposed Substitute Equipment And Materials
- Attachment No.13 - Contractor's Countries Of Concern Affidavit
- Attachment No.14 - Human Trafficking Affidavit
- Attachment No.15 - OEBO Schedule 1
- Attachment No.16 - OEBO Schedule 2
- Attachment No.17 - Bid Schedule

5.3.2 Failure to properly complete any portion of the required forms may be cause to reject the entire Bid.

5.3.3 Subcontractors: Receipt of Attachment No. 2 to the Bid Form by the County does not imply or grant approval for the use of any subcontractor or subconsultant. The Contractor is completely responsible for ensuring that all subcontractors or subconsultants performing Work pursuant to this Contract are licensed and otherwise qualified.

5.3.4 The Bid Documents shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

Project No.: 2025ERM01
John Doe Contracting Company's Sealed Bid for:
Limestone Creek Public Use Facilities Replacement
Palm Beach County Department of Environmental Resources Management
2300 N. Jog Road, 4th Floor
West Palm Beach, Florida, 33411-2743

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

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

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

5.3.7 Oral, telephonic, fax, or e-mailed Bids are invalid and will not receive consideration.

5.4 Modification or Withdrawal of Bid.

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

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

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

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

6.0 Equal Business Opportunity Program.

6.1 Policy It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population, including small businesses, have an equitable opportunity to participate in the County's procurement process, prime contract, and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO program, and which is incorporated into and made a part of this solicitation. A bidder must comply with the requirements contained in this section for a bidder to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

6.2 Affirmative Procurement Initiatives (APIs). The APIs approved for this solicitation, including any applicable SBE goals, are set out on the Bid Form which is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

6.3 API Waiver Requests/Good Faith Efforts. If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. **If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.**

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the EBO Office, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master

as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

Good Faith Efforts means documentation of the Bidder's intent to comply with the applicable APIs, including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Bidder's commitment to comply with SBE goals as established by the Office of EBO for a particular contract; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE firms listed in the Office of EBO's directory of certified SBE firms; correspondence from qualified SBE firms documenting their unavailability to perform SBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE subcontractors; documentation of efforts to assist SBE firms with obtaining financing, bonding or insurance required by the Bidder; and documentation of consultations with trade associations and consultants that represent the interests of SBE s in order to identify qualified and available SBE subcontractors). Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the Office of EBO.

6.4 Bid Submission Documentation. SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including SBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the Work with their own workforce.

All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:

6.4.1 Schedule 1 - List of Proposed Contractor/Consultant and Subcontractor/Subconsultant Participation. A completed Schedule 1 shall list the names of all subcontractors, including SBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing any subcontractors.

6.4.2 Schedule 2 - Letter of Intent. A Schedule 2 for each subcontractor, including each SBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

6.5 SBE Certification. Only those firms certified by Palm Beach County at the time of bid

opening shall be counted toward the established SBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line SBE Directory at <http://discover.pbcgov.org/oebo/Pages/Vendor-Directory.aspx> to verify SBE certification.

6.6 Counting SBE Participation.

Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE.

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

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

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

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

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

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

A certified SBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime SBE shall submit a completed Schedule 1 and 2.

6.7 SBE Participation. Bidder represents and warrants that Bidder will meet the SBE participation percentages submitted in its bid with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

6.8 Post Bid Waiver Request. After submission of a bid, if Bidder, through no fault of its own, is unable to meet the SBE participation specified in its bid, then Bidder must immediately seek substitute SBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute SBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have

performed Good Faith Efforts in its attempt to find a suitable a substitute for the initial SBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in Section 5.3.12 herein may be imposed by the EBO Office.

6.9 Responsibilities after Contract Award. The successful Bidder shall submit the following forms with each pay application:

6.9.1 Schedule 3 – SBE Activity Form. This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised SBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

6.9.2 Schedule 4 – Subcontractor Payment Certification, including SBEs. A Schedule 4 for **each subcontractor**, including each SBE, shall be completed and signed by each subcontractor, including each SBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Contract.

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

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

6.10 SBE Substitutions after Contract Award. After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the EBO Office for approval. Any desired change in the SBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified SBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the SBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed SBE subcontractor. Subcontractors shall specify the type of Work to be performed, the cost or percentage shall also be specified. In the event the Prime Contractor is found not to have performed Good Faith Efforts in its attempt to find a suitable a substitute for the initial SBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in Section 5.3.12 herein may be imposed by the EBO Office.

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

6.12 EBO Program Compliance, Enforcement, Penalties. Under the EBO Ordinance, the Office of EBO is required to implement and monitor SBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that SBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All Bidders are required to comply with the EBO Ordinance and are expected to comply with the APIs applicable to this solicitation, as well as the SBE utilization proposed by a Bidder in its Bid, as the utilization plan and APIs are automatically incorporated into and made a material component of any resulting Contract.

All Bidders are required to comply with the EBO Ordinance and are expected to comply with the APIs applicable to this solicitation, as well as the SBE utilization proposed by a Bidder in its Bid, as the utilization plan and APIs are a material component of any resulting Contract.

The EBO Office and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The EBO Office and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance.

Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the EBO Office and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the EBO Office. If the Contractor does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the Director of the Office of EBO or designee may impose upon the non-complying party any or all of the following penalties:

- a. Suspension of contract;
- b. Withholding of funds;
- c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
- d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and

- e. Liquidated damages equal to the difference in dollar value of SBE participation as committed to in the contract, and the dollar value of SBE participation as actually achieved.

7.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT

7.1 Opening of Bids. The Bids received on time will be opened publicly and will be read aloud immediately after the time and date identified for submission of the Bid Documents at the location specified.

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

7.3 Award of Contract.

7.3.1 Award will be made to the lowest, responsive, responsible Bidder. To be considered responsive, the Bid must conform in all respects to all Bidding Documents and Palm Beach County Code Sections 2-51 through 2-54, as amended and to Florida law. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within two (2) Days of the County's request, a completed Post Bid Information form identified as Appendix B to the Contract Documents. Failure to return a completed Appendix B within two (2) business days of request may result in rejection of the Bid by the County.

7.3.2 Bid tabulations and Notification from Owner, with recommended awards, will be posted at the location where bids were opened, for review by interested parties prior to submission through the appropriate approval process to the Board of County Commissioners for approval of award, and will remain posted for a period of five (5) business days. After posting, any actual or prospective bidder or proposer who is aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the Director of Procurement. The protest shall be submitted within five (5) business days after posting of the award recommendation. The protest must be in writing and must identify the protestor and the solicitation and shall include a factual summary of the basis of the protest and shall include a protest bond in the amount of: (1) one thousand five hundred dollars (\$1,500.00) for solicitations less than one million dollars (\$1,000,000.00); (2) three thousand dollars (\$3,000.00) for solicitations one million dollars (\$1,000,000.00) to less than five million dollars (\$5,000,000.00); or (3) five thousand dollars (\$5,000.00) for solicitations five million dollars (\$5,000,000.00) or greater, which bond shall be remitted in the form of a money order, certified check, a cashier's check, or a bank check payable to Palm Beach County. Such protest is considered filed when it is received and date/time stamped by the Department of Procurement. The date/time stamp of the Procurement Department shall control when determining whether the protest was received by the

Director of Procurement within the time frame specified for the notice of protest. Neither the Director of Procurement nor a special master shall consider any issue not submitted in writing within the time frame specified for the notice of protest. Please refer to Section 2-55, Palm Beach County Code, for more information on the County's protest process.

7.3.3 The County of Palm Beach, in accordance with Title VII of the Civil Rights Act of 1964, affirmatively ensures that for any Contract entered into pursuant to the Invitation to Bid, - Small business enterprises will be afforded full opportunity to submit Bids and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

7.3.4 The County reserves the right to make multiple awards for this Contract. In the event the County exercises this right, the lowest, responsive, responsible Bidder shall be designated Contractor A and the next lowest responsive, responsible Bidder shall be designated Contractor B.

7.3.5 Bids which are determined by the County to be Unbalanced Bids or which contain unbalanced line item pricing when compared to competitor's Bids for the same item and standard industry prices, and which significantly deviate from the County's determination of acceptable line item pricing, may be rejected by the County in accordance with established County procedures.

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

1. Interest by the same person in more than one Bid.
2. Collusion among or between bidders.
3. Unbalanced Bids; that is Bids in which the Bid price is out of all proportion to the other Bids received.
4. Lack of responsibility on the part of the Bidders. (For example, no Bidder would be considered responsible if it had recently failed to satisfactorily carry out any previous Contract with Palm Beach County).
5. Lack of the appropriate financial, material, equipment, facility, and/or personnel resources and expertise necessary to indicate its capability to meet all contractual requirements.
6. Evidence of bad character, dissatisfactory performance, dishonesty or lack of integrity.
7. Lack of current applicable certification and/or license for the purpose of performing the specified Work.
8. An unsatisfactory record of performance and experience.
9. History of unsuccessful claims asserted by Bidder against public Owners in the State of Florida, such as to establish a trend of improperly asserted claims.
10. Any other cause, which, as a matter of law, renders the Bid non-responsive or non-responsible.

8.0 **TIME**

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

9.0 VOLUNTARY PARTNERING

The objective of partnering is to establish a partnership charter and action plan between the County and Contractor to identify and achieve reciprocal goals. This partnership will not change the legal relationship of the parties to the Contract nor relieve either party from any of the terms of the Contract. This partnership will be bilateral in make-up and only if participation is desired by the Contractor. Any cost associated with developing this partnership must be agreed to by both parties, in writing and will be shared equally.

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

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

10.0 PUBLIC BID 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 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. Permits and fees which are required by any other governmental agency are the Contractor's responsibility unless paid for in advance by the County and disclosed in the Bidding Documents. The requirement that all Contractors and subcontractors of any tier be properly licensed or certified is not waived and no fees required to be paid by any Contractor or subcontractor related to licensing and certification are being waived. All contractors and subcontractors, identified in the Bid Documents, who work in trades required to be licensed or certified by the Palm Beach County Construction Industry Licensing Board are required to have such licenses or certificates in place at the time of Bid submission.

11.0 CONSTRUCTION INCENTIVE PROGRAM

If the Bid Form indicates that the Construction Incentive Program is in effect for this Contract, then the provisions of General Condition 77 shall apply. If the Construction Incentive Program is not in effect for this Contract, then the provisions of General Condition 77 shall be void and of no effect.

12.0 EARLY COMPLETION INCENTIVE

If the Bid Form indicates that the Early Completion Incentive is in effect for this Contract, then the following provisions shall apply:

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

13.0 LIQUIDATED DAMAGES

County and Contractor agree that time is of the essence in the performance of this Contract and agree that the damages which County will suffer in the event that Contractor finishes 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 County agree that the rate(s) set forth on the Bid Form is a reasonable estimate of the amount of damages that County will suffer in the event Contractor does not achieve certification of Substantial Completion within the Contract Time (including any authorized extensions). Contractor and County agree that these liquidated damages shall be assessed as damages, as provided in the Contract Documents, and that they are not, and shall never be considered to be, a penalty.

14.0 LOBBYING (for Bids that exceed \$150,000)

14.1 Lobbyist Registration Ordinance. Bidders are advised that the “Palm Beach County Lobbyist Registration Ordinance” prohibits a Bidder or anyone representing a Bidder from communicating with any Commissioner or Commissioner’s staff regarding its Bid, i.e. a “Cone of Silence”.

14.2 Cone of Silence. The “Cone of Silence” is in effect from the date/time of the deadline for submission of the Bid, and terminates at the time that the Board of County Commissioners (“Board”), or a County Department authorized to act on behalf of the Board, awards or approves a Contract, rejects all Bids, or otherwise takes action which ends the solicitation process.

14.3 Exceptions. The exceptions to the “Cone of Silence” specifically include Contract negotiations during any public meeting; Contract negotiations between any County Employee and the intended awardee; public presentations made to the Board; or any written correspondence at any time with any County Employee, County Commissioners, or Advisory Board Member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

14.4 Fines. Violations of this section of the Ordinance are punishable by a fine of \$250.00 per violation.

15.0 SECTION DELETED

16.0 CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR’S employees, subcontractors of CONTRACTOR and

employees of subcontractors 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, R2015-0572, and R2024-0549 as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract 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.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR 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.

17.0 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

18. VSS REGISTRATION REQUIRED: Prior to Contract award or renewal (Award), Contractor must register in the County’s Vendor Self Service (VSS) at

<https://pbcvssp.co.palmbeach.fl.us/webapp/vssp/AltSelfService>. If Contractor intends to use subcontractors, Contractor must also ensure that all subcontractors are registered as vendors in VSS prior to Contract Award. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize Contract Award until Contractor has certified that the Contractor and all of its subcontractors are registered in VSS.

19.0 PIGGYBACK CLAUSE

19.1 The County encourages and agrees to the successful bidder extending the pricing, terms, and conditions of this solicitation and resulting contract to other governmental entities at the discretion of the successful bidder.

END OF SECTION

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

PROJECT NAME: LIMESTONE CREEK PUBLIC USE FACILITIES
REPLACEMENT
PROJECT NO.: 2025ERM01

BID FORM AND ATTACHMENTS
TABLE OF CONTENTS AND CHECKLIST

<u>SECTION DESCRIPTION</u>	<u>BID PACKAGE MUST INCLUDE:</u>	<u>(V)</u>
BID FORM (pages 1-6)	filled out, signed, notarized	☒
BID BOND	filled out, signed, sealed, with	☒
Attachment 1 (pages 7-8)	Power of Attorney attached	☒
LIST OF SUBCONTRACTORS AND SUBCONSULTANTS	filled out	☒
Attachment 2 (page 9)		
TRENCH SAFETY AFFIDAVIT	filled out, signed, notarized	☒
Attachment 3 (page 10)		
ATTACHMENT DELETED	filled out, signed, sealed	☒
Attachment 4 (page 11)	with information requested	☒
LIST OF RELATED WORK EXPERIENCE	filled out, with information	☒
Attachment 5 (pages 12)	including copies of licenses	☒
CERTIFICATION REGARDING ARTICLES, MATERIALS AND		
SUPPLIES PRODUCED IN THE UNITED STATES AS REQUIRED BY		
23C.F.R 635.410 (BUY AMERICAN ACT)	filled out, signed	☒
Attachment 6 (page 13)		
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	filled out, signed, notarized	☒
Attachment 7 (page 14)		
CERTIFICATION REGARDING LOBBYING	filled out, signed	☒
Attachment 8 (page 15)		
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	filled out, signed	☒
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER		
PARTICIPANT Attachment 9 (page 16)		
BIDDER DISCLOSURE	filled out, signed, notarized	☒
Attachment 10 (page 17-20)		
CERTIFICATE (CORPORATION or LLC)	ONLY ONE filled out,	☒
Attachment 11 (pages 21-22) <i>page 21 only</i>	signed, sealed, notarized	☒
List of Proposed Substitute Equipment and Materials	filled out	☒
Attachment 12 (page 23)		
Contractor's Countries of Concern Affidavit	filled out, signed, notarized	☒
Attachment 13 (page 24)		
HUMAN TRAFFICKING AFFIDAVIT	filled out, signed, notarized	☒
Attachment 14 (page 25)		
OEBO SCHEDULE 1	filled out, signed	☒
Attachment 15 (page 26)		
OEBO SCHEDULE 2 - Attachment 16 (Page 27)	filled out	☒
BID SCHEDULE - Attachment 17 (Page 28)	filled out, signed	☒

BID FORM

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

DATE: April 22, 2025

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

From: Contractor Name: Coston Marine Services, Inc.
Phone: 561-747-4382
Email: Costonmarine@gmail.com
Address: 1400 Watertower Road, Lake Park, FL 33403

1.1 Having carefully examined the Bid Documents and Drawings entitled **Limestone Creek Public Use Facilities Replacement, Project No.: 2025ERM01** as well as the premises and conditions affecting the Work, and confirming that the site was visited, as required,

Daniel Coston on 04/22/2025
(Name of Person authorized to sign for Bidder) (Date)

the undersigned hereby declares that no person or persons, firm or corporation, other than the undersigned, are interested in this Bid as principals, and that this Bid is made without collusion with any person, firm, or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish and pay for all work, 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 Grant Requirements and in accordance with all applicable codes and governing regulations within the time limit specified in this Bid for the following lump sum (fixed price) Bid.

Bid Price: Eight hundred forty nine thousand nine hundred ninety
(Written out)
four dollars and twenty eight cents 849,994.28
(Written out) (Numeric)

Which sum is hereinafter referred to as the "Bid".

1.2 Undersigned acknowledges that failure to comply with the conditions, specifications, or terms of this Contract, including the Grant Requirements, or failure to timely and responsibly correct such non-compliance, will result in referral of the matter to the County's Director of Purchasing for consideration of suspension or debarment in accordance with the provisions of Palm Beach County Code Section 2-54(e).

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

1.4 The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (180) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 180-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 180-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee the award of a Contract and written notice to proceed within ninety (90) calendar days of Notification from Owner, absent the filing of a timely bid protest.

1.5 State Terms and Conditions Apply. This Project will not be funded or reimbursed in whole or in part with grant funds:

The Bidder understands that since grant funds will not be used on this Project, the County's Local Preference Ordinances and OEBO Ordinance will apply to this solicitation.

WAGE RATES: Davis Bacon does not apply to this project.

DBE: No DBE participation goal does not apply to this project.

1.6 It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # _____	dated _____	Addendum# _____	dated _____
Addendum # _____	dated _____	Addendum# _____	dated _____

1.7 Time is of the essence. The undersigned Bidder agrees that, if awarded the Contract hereunder, it shall commence the Work to be performed under the Contract on the date set by the County in its written notice to proceed, continuing the Work with diligence and shall Substantially Complete all Work under this Contract in not more than **one hundred and eighty (180)** calendar days. Final completion shall be within 30 days after delivery of Owner's punch list. The undersigned agrees that, if awarded the Contract, it will complete said separable portions of Work in accordance with such date. Substantial Completion is defined in the General Conditions.

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

The Liquidated Damages rate is **\$925** per calendar day through the date of certification of Substantial Completion.

1.7.2 Should the Contractor (or in the event of a default, its Surety) fail to achieve Final Completion by the Contractual end date, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the Contractual end date, until certified for Final Completion. The Liquidated Damages rate is **\$925** per calendar day through the date of certification of Substantial Completion.

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

1.8 The Early Completion Incentive Provision of Instructions to Bidders, Section 12.0 is **not** in effect for this Contract. The Construction Incentive Program provision of the General Condition 77 **is** in effect for this contract.

1.9 If the undersigned is notified of the acceptance of this Bid, the Bidder agrees to execute within fourteen (14) calendar Days, a Contract for the above Work, complete with all required insurance certificates, bond forms. The undersigned further agrees to furnish sufficient and satisfactory contract payment and performance bonds on the forms herein provided, in the sum of not less than 100% of the contract price of the work as indicated by the contract prices shown herein.

1.10 Section Deleted

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

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

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

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

1.12 Non-Discrimination. The Bidder warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, disability, or genetic information.

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

1.14 ENCLOSURES:

BID FORM

- Attachment No.1 - Bid Bond
- Attachment No.2 - List of Subcontractors and Subconsultants
- Attachment No.3 - Trench Safety Affidavit
- Attachment No.4 - Attachment Deleted
- Attachment No.5 - List of Related Work Experience
- Attachment No.6 - Certification Regarding Articles, Materials, and Supplies Produced In
The United States as Required by 23c.F.R 635.410 (Buy American Act)
- Attachment No.7 - Non-Collusion Affidavit of Prime Bidder
- Attachment No.8 - Certification Regarding Lobbying
- Attachment No.9 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion - Lower Tier Participant
- Attachment No.10 - Bidder Disclosure
- Attachment No.11 - Certificate (Corporation Or LLC)
- Attachment No.12 - List of Proposed Substitute Equipment and Materials
- Attachment No.13 - Contractor's Countries of Concern Affidavit
- Attachment No.14 - Human Trafficking Affidavit
- Attachment No.15 - OEBO Schedule 1
- Attachment No.16 - OEBO Schedule 2
- Attachment No.17 - Bid Schedule

Respectfully Submitted,

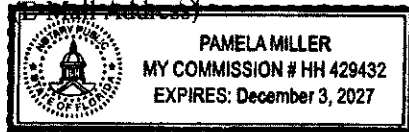
Coston Marine Services, Inc
(Name of Bidding Firm)

1400 Watertower Road
Lake Park, FL 33403

(Address)

561-747-4382
(Phone)

Costonmarine@gmail.com
(E-Mail Address)



Above Bidder is:

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

Bidder's License or Certificate Number (as applicable): D-21984

Contractor's Federal Tax No: 65-0850783

By: [Signature]
(Authorized Signature)

By: Daniel Coston
(Print Name)

President
(Title)

State of Florida

County of Palm Beach

Subscribed and Sworn to (or affirmed) before me by means of X physical presence OR online notarization on 04/22/25 date) by

Daniel Coston (name).

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

Pamela
Notary Public Signature and Seal

Pamela Miller # HH 429432
Print Notary Name and Commission Number

ATTACHMENT 1 TO BID FORM
BID BOND

PROJECT NO.: 2025ERM01

Bond No. UCS-34

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

DATE: April 21, 2025

KNOW ALL MEN BY THESE PRESENT: That we, Coston Marine Services, Inc.
(hereinafter called "Principal"), and United Casualty and
Surety Insurance Company (hereinafter called "Surety") are held and firmly bound unto
Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of
County Commissioners, (hereinafter called "County") in the sum of Five Percent of Bid Amount ---
Dollars, (\$ 5% of Bid Amount), (which represents at least 5% of the bid price)
lawful money of the United States of America, for the payment of which sum will and truly to be
made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,
firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board
of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all
necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's
compensation and unemployment compensation taxes incurred in the performance of the Contract,
means of transportation for and complete Construction of: **Project Name:** Limestone Creek Public
Use Facilities Replacement, **Project No.:** 2025ERM01 in the County of Palm Beach, State of
Florida; and

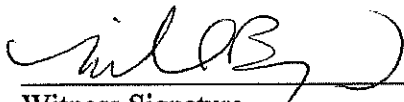
WHEREAS, it was a condition precedent to the submission of said bid that a certified check
cashier's check, money order or bid bond in the amount of five percent (5%) of the bid be submitted
with said bid as a guarantee that the bidder would, if given a Notification from Owner, enter into
a written contract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

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if
the bid of the "Principal" herein is accepted and said "Principal", within ten (10) consecutive
calendar days after written notice being given of such acceptance, (i) enter into a written contract
with the County and (ii) furnishes a public construction contract bond in the amount equal to one
hundred percent (100%) of the total contract amount and in a form satisfactory to the County, then
this obligation shall be void. If the Principal fails to complete (i) and (ii) above, the sum herein
stated shall be due and payable to the "County", and the "Surety" herein agrees to pay said sum
immediately upon demand of the "County", in good and lawful money of the United States of
America, as liquidated damages for failure of said "Principal".

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

ATTEST:

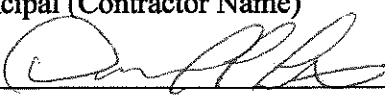
(SEAL)



Witness Signature
MICHAEL BRYANT

Print Witness Name

Coston Marine Services, Inc.

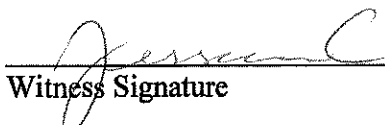
Principal (Contractor Name)
By: 

Signature
Daniel Coston, President

Print Name & Title

ATTEST:

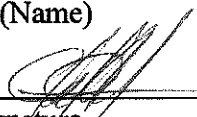
(SEAL)



Witness Signature
Jessica Calderon

Print Witness Name

United Casualty and Surety Insurance Company

Surety (Name)
By: 

Signature
Odalis Cabrera, Attorney-In-Fact

Print Name & Title
303 Congress Street, Suite 502

Boston, MA 02210

Address



Bond No. UCS-34

172290

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Odalis Cabrera, Marina Mercedes Ramil, Megan C. Bauer, Lionel D. Jorge

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million & 00/100 Dollars** (**\$3,000,000.00**). This Power of Attorney shall expire without further action on December 31st, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 14th day of January, 2025

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company



Corporate Seals

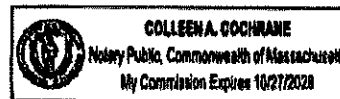
R. Kyle Fowler
 R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts
 County of Suffolk ss:

On this 14th day of January, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
 Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 21st day of

April, 2025

Corporate Seals



Robert F. Thomas
 Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM

ATTACHMENT 2 TO BID FORM
LIST OF SUBCONTRACTORS AND SUBCONSULTANTS

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

CONTRACTOR NAME: Coston Marine Services, Inc.

DATE: April 22, 2025

A list of all subcontractors, including subconsultants, to be utilized on the Contract shall be provided herein. This list of subcontractors, subconsultants and their license numbers shall be included with the Bid Documents. Refer to Instructions to Bidders, Paragraph 5.3. The Contractor shall complete all information in all categories that apply. Suppliers or off-site fabricators are not to be listed.

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

Following are all the subcontractors and subconsultants to be used if the undersigned is awarded the Contract.

<u>TRADE</u> <u>NO.</u>	<u>SUBCONTRACTOR/</u> <u>SUBCONSULTANT</u>	<u>LICENSE/CERTIFICATE</u>
<u>SURVEYOR</u>	<u>Terraquatic</u>	<u>LB7324</u>
<u>ROOFER</u>	<u>JUPITER ROOFING & SHEET</u> <u>METAL, INC.</u>	<u>CCC0370024</u>

ATTACHMENT 3 TO BID FORM
TRENCH SAFETY AFFIDAVIT

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

CONTRACTOR NAME: Coston Marine Services, Inc.

DATE: April 22, 2025

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

Coston Marine Services (NAME OF CONTRACTOR) hereby provides written assurance that the Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statute 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below:
(Attach additional sheets as necessary)

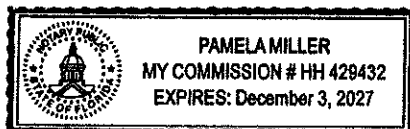
Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost (Per Linear ft. of trench, or per sq. ft. of shoring)
NA	NA	NA
	Total	

[Signature]
(Signature)

4/22/25
(Date)

President
(Title)

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization on this 22nd day of April, 2025, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.



Pamela
(Notary Signature)

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

State of Florida at Large

My Commission Expires: December 3, 2027

ATTACHMENT 4 TO BID FORM

**ATTACHMENT
DELETED**

ATTACHMENT 5 TO BID FORM
LIST OF RELATED WORK EXPERIENCE

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

CONTRACTOR NAME: Coston Marine Services, Inc.

DATE: April 22, 2025

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

- A. Experience record showing the Bidder has a minimum of three (3) years experience in similar work and similar scale. Individual personnel resumes do not constitute a company's record of experience or satisfy this requirement.
- B. List a minimum of three (3) references complete with location, dates of contracts, and names, addresses and telephone numbers of owners. Do not use Palm Beach County Dept. of Environmental Resources Management Staff as a reference. Bidder can include other Palm Beach County department staff as a reference.
- C. Letters of recommendation from at least two (2) agencies or firms with direct knowledge of the Bidder's key personnel and work performance in sufficient detail to assist in rating the Bidder's ability to perform. Do not use Palm Beach County Dept. of Environmental Resources Management Staff for a letter of recommendation. Bidder can include other Palm Beach County department staff for a letter of recommendation. The letters must contain specific information regarding the following:
 - 1. Specific projects, including project numbers and location.
 - 2. Size of projects by dollar value.
 - 3. Description of projects and classes of work performed with Bidder's own employees and equipment.
 - 4. Whether projects were timely completed.
 - 5. Whether Bidder was cooperative and facilitated changes to projects when required.
- D. List of equipment and facilities owned by the Bidder or listed subcontractors to do the Work.
- E. List of equipment and facilities to be leased by the Bidder or listed subcontractors to do the Work.
- F. Copies of licenses/certificates from state licensing board(s), including County Contractor's Certificate of Competency License and a current Palm Beach County Business Tax Receipt if Bidder is located in Palm Beach County.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

COSTON MARINE SERVICES, INC.

1400 Watertower Road

Lake Park, FL 33403

Office: 561-747-4382 Fax: 561-745-2387

Email: mike@costonmarine.com

Reference List

1. Name: John O'Loughlin
2288 Edward Road
Palm Beach Gardens, Florida 33410
516-805-8622
Email: jobaygas@aol.com

Amount: \$ 655,000.00

Date: May of 2023

Location / Description: Furnish and install 150' of 25' long High Strength Fiberglass Composite sheet piles. Furnish and install 12" x 12" x 30' pre stressed concrete piles. Form and pour 150' x 3' x 2' reinforced concrete cap. Build (2) docks: Dock 1: 100' x 7' marginal dock, with 12" piles. 60' x 5' Finger Pier with 12" piles. Dock 2: 117' long x 8' wide marginal dock with 12" piles. 15' x 6' Finger Pier with 12" piles. Install one 24,000 pound boat lift. Dredge 2,000 cubic yards of material and haul away.

2. Name: Brian Kessler
2276 Bay Village Court
Palm Beach Gardens, Florida
414-469-6890
Email: bkessler@outlook.com

Amount: \$ 269,474.00

Date: January of 2023

Location / Description: 2276 Bay Village Court, Palm Beach Gardens, Florida
Remove 105 lineal feet of rip rap shoreline by barge and crane.
Install 105' of sheet pile seawall with 12" concrete batter pile, new reinforced concrete seawall cap. Place rip rap boulders back in front of new seawall. Rebuild dock and stairs down to dock and install new boat lifts.

3. Name: Daniel & Carol Strickberger
496 Mariner Drive
Jupiter, Florida
Contact: Isiminger & Stubbs Engineering, Inc.
Charlie Isiminger: 561-881-0003

Amount: \$ 397,454.00

Date: June of 2018

Location / Description: Demo existing docking facility. Furnish and install a 140 long finger pier using 12" and 14" piles, 3" x 10" sub framing and plastic decking. Custom plastic decked handrail and benches. Two boat lifts. Dredging of new Boat lift slip areas. Underwater submerged sheet pile installation. Custom rail lighting and underwater lights.

MCR Professional Engineering, Inc.
Marine, Civil and Restoration Engineering

April 22, 2025

To Whom It May Concern;

This letter is to acknowledge that Coston Marine Services, Inc. is a company that you can count on to implement your project in a timely manner. They have worked with us for many years on many projects in the past as listed below:

1. Project & Owner: John O'Loughlin
2288 Edward Road
Palm Beach Gardens, Florida 33410
2. Project Engineer: MCR Engineering, Inc.
3733 Atlantic Road
Palm Beach Gardens, FL 33410
561-596-4374, Email: mbaber@mcrengineers.com
3. Total Value of Construction: \$ 655,000.00
4. All work performed by Coston Marine Services, Inc.
Furnish and install 150' of 25' long High Strength Fiberglass Composite sheet piles.
Furnish and install 12" x 12" x 30' pre stressed concrete piles.
Form and pour 150' x 3' x 2' reinforced concrete cap.
Build (2) docks: Dock 1: 100' x 7' marginal dock, with 12" piles. 60' x 5' Finger Pier with 12" piles.
Dock 2: 117' long x 8' wide marginal dock with 12" piles. 15' x 6' Finger Pier with 12" piles.
One 24,000 pound boat lift.
Dredge 2,000 cubic yards of material and haul away.
5. Project was completed in a timely manner.
6. Any changes were met with the utmost cooperation as required.

We highly recommend using Coston Marine Services, Inc. in any of your project needs.

Sincerely,

Michael Baber

Michael Baber, P.E.
FL. Reg. #52575

Inspection - Evaluation - Design - Permitting
3733 Atlantic Road
Palm Beach Gardens, FL 33410
Phone: 561-863-3393

**Seagate Capital Construction LLC
400 Village Square Crossing, Suite 3
Palm Beach Gardens, Fl. 33410**

Reference Letter

To Whom It May Concern;

This letter is to acknowledge that Coston Marine Services, Inc. is a company that you can count on to implement your project on a timely manner. They have worked with us for many years on many projects in the past as listed below:

1. Owner: Seagate Capital Construction, Inc.
400 Village Square Crossing, Suite 3
Palm Beach Gardens, Fl. 33410
Attn: Clint Caple: 239-357-8222
Email: clint@seagate-capital.com

**Project: 483 S Beach Road
Jupiter Island, Florida**

2. Total Value of Construction: \$ 140,000.00
3. All work performed by Coston Marine Services, Inc.
Remove existing 170' dune walkway.
Furnish and install 160' long wood dune walkover and handrail.
Furnish and install 120' of Sheet pile retaining wall.
4. Project was completed in a timely manner.
5. Any changes were met with the utmost cooperation and fair pricing.

We work with Coston Marine Services, Inc. on many projects over the years. Including construction of Seawall with concrete piles, wood and concrete docks, rip rap shoreline repair and rebuilds, dredging, boat lifts, and mooring piles. We have a great working relationship with Coston Marine Services, Inc. and we highly recommend them in any of your project needs.

Sincerely;



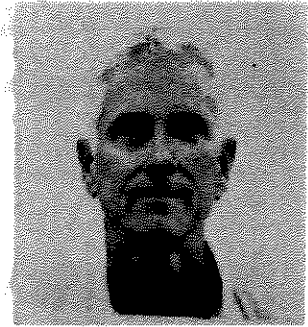
**Clint Caple
Seagate Capital Construction LLC**

License Number	Type of Competency Certification
U-21984	MARINE CONSTRUCTION CONTRACTOR

Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.



NAME : DANIEL L COSTON
FIRM : COSTON MARINE SERVICES INC
DBA :
1400 WATER TOWER ROAD RD
LAKE PARK, FL 33403



Issued : 09/29/2023

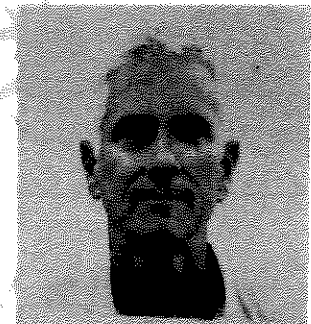
Expiration date: 09/30/2025

License Number	Type of Competency Certification
U-19850	MARINE CONSTRUCTION CONTRACTOR

Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.



NAME : DANIEL L COSTON
FIRM : MARINE CONSTRUCTION INC
DBA :
1400 WATERTOWER RD
SUITE F
LAKE PARK, FL 33403



Issued : 09/27/2023

Expiration date: 09/30/2025



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

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

****LOCATED AT****
1400 WATER TOWER RD
LAKE PARK, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
MARINE CONTRACTOR	COSTON DANIEL L	U21984	B24.684991 09/09/2024	\$27.50	B40141117

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



5
7-2006

COSTON MARINE SERVICES INC
COSTON MARINE SERVICES INC
1400 WATERTOWER RD
LAKE PARK FL 33403-2373



STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201577869
EXPIRES: 09/30/2025

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

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

****LOCATED AT****
1400 WATER TOWER RD
LAKE PARK, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW MARINE CONSTRUCTION	COSTON DANIEL	U19850	B24.684834 09/09/2024	\$185.85	B40116498

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



MARINE CONSTRUCTION INC
MARINE CONSTRUCTION INC
1400 WATER TOWER RD
LAKE PARK FL 33403

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200713217
EXPIRES: 09/30/2025

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

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

****LOCATED AT****
1400 WATER TOWER RD
LAKE PARK, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
MARINE CONTRACTOR	COSTON DANIEL	U19850	B24.684833 09/09/2024	\$59.50	B40116500

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



2-16

MARINE CONSTRUCTION INC
MARINE CONSTRUCTION INC
1400 WATERTOWER RD
LAKE PARK FL 33403-2373

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200713216
EXPIRES: 09/30/2025

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

COSTON MARINE SERVICES, INC.

1400 Watertower Road

Lake Park, FL 33403

Office: 561-747-4382 Fax: 561-745-2387

Email: mike@costonmarine.com

2025 Primary Equipment List

- 1. 2015 25' Twin Screw 500 HP Steel Push Boat**
- 2. 2015 Kawasaki 67Z7 (3 Yard) Front End Wheel Loader**
- 3. 2012 Linkbelt 210 LR Excavator**
- 4. 2024 Takeuchi Track Steer Loader**
- 5. 2007 25' Twin Screw 500 HP Steel Push Boat**
- 6. 2008 Volvo EC210LR Excavator**
- 7. 2005 Volvo L60 Loader**
- 8. Linkbelt LS-78 (27 Ton Crane)**
- 9. 130' x 35' x 7' Spud Barge**
- 10. 80' x 26' x 7' Spud Barge**
- 11. 50' x 25' x 4' Spud Barge**
- 12. IHI 55N Mini Excavator**
- 13. 25' Fiberglass 450 HP Push Boat**
- 14. 17' Skiff Work Boat**
- 15. 17' Crew Work Boat -Boston Waler**
- 16. 16' x 12' Barge Floats**
- 17. Portable Pontoon "A" Frame Barge**
- 18. (3) 6" Hydraulic Dredge Pump**
- 19. (3) Various Hydraulic Power Units**
- 20. Chevrolet Equinox**
- 21. 2019 GMC Sierra 3500**
- 22. 2024 F-450 Mechanic Work Truck**
- 23. Chevy 3500 Tool Truck**
- 24. 2016 Chevy Silverado**
- 25. 2022 F-150**
- 26. 14,000 Equipment Trailer**
- 27. (3) Fuel Tanks; 500 gallons each**
- 28. 18' Three (3) Axle Trailer**
- 29. 16' Two (2) Axle Trailer**
- 30. 6,000 lb. Forklift**
- 31. Commercial Dive Station, Hard hats, Compressors, Filters, Communication Box, Hoses, etc.**
- 32. Multiple Welders, Torches, Generators, Pumps, Tools, etc.**
- 33. 22' Long Pile Leads with 3,200 lb. drop hammer.**
- 34. 165 HP Cummins High Flow Jet Pump with Various Jet Rods and Hoses**

(Continued)

- 35. 30' Long Steel Rock Punch with Carbide Teeth**
- 36. 20 Cubic Yard Dewatering Dredge Container**
- 37. Crane Mats**
- 38. 300 Amp Welder, with custom trailer, and torches and job box.**
- 40. 2017 Chevy Silverado**
- 41. 2018 Chevy Silverado**
- 42. 800 lb. Vibratory Hammer and Power Unit**
- 43. 14' Skiff Crewboat**
- 44. 2021 Kobelco 350 Excavator**
- 45. Various rock ripping and digging buckets**
- 46. 2018 Linkbelt 210 LR Excavator**
- 47. 2014 Volvo EC220 LR Excavator**
- 48. 2021 25' Twin Screw 500HP Steel Push Boat**
- 49. 2020 Volvo EC220E Long Reach Excavator**
- 50. John Deere "Gator"**
- 51. 2012 Peterbuilt 18 yd. Dump Truck**
- 52. 140' 40' x 7' Spud Barge**
- 53. 2021 Linkbelt 210X4 Long Reach Excavator**
- 54. Link Belt LS-108B 45 Ton Crane**

Facilities

- 1. Office/Shop Yard**
 - 1400 Water Tower Road**
 - Lake Park, Fl. 33403**
 - 1.62 Acres**

ATTACHMENT 6 TO BID FORM
CERTIFICATION REGARDING ARTICLES, MATERIALS, AND SUPPLIES
PRODUCED IN UNITED STATES AS REQUIRED BY 23C.F.R 635.410
(BUY AMERICAN ACT)

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

The Bidder/Contractor certifies that:

1. Bidder/Contractor and all subcontractors, materialman and suppliers providing supplies, articles, or materials for this Contract will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder/Contractor acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.
2. Bidder/Contractor shall require certifications of each supplier, materialman and article provider contracted to provide goods for this Contract and shall provide same to County certifying that only American-made articles, materials and supplies are utilized.
3. Bidder/Contractor must obtain prior written permission of the County if an exception to the Buy American requirement is sought based on cost or lack of availability.

BIDDER/CONTRACTOR NAME: Coston Marine Services, Inc.

ADDRESS: 1400 Watertower Road, Lake Park, FL 33403

CONTRACTOR'S AUTHORIZED OFFICIAL:

Daniel Coston, President
Name and Title

[Signature]
Signature

April 22, 2025
Date

ATTACHMENT 7 TO BID FORM
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

Daniel Coston, being first duly sworn, disposes and says that:
(Print Signatory's Name)

1. He/she is President of Coston Marine Services Inc the Bidder
that has (Signatory's Title) (Name of Bidder/Contractor)

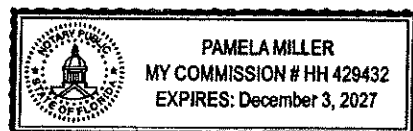
submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]
(Signature)

Daniel Coston, President
(Signatory's name & title)

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization on this 22nd day of April, 2025, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.



[Signature]
(Notary Signature)
Pamela Miller
(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large
My Commission Expires: December 3, 2027

ATTACHMENT 8 TO BID FORM
CERTIFICATION REGARDING LOBBYING
(To be submitted with each bid or offer exceeding \$100,000)

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

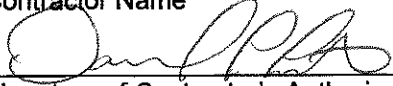
The undersigned Bidder/Contractor certifies, to the best of his or her knowledge, that:

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 Bidder/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.

Coston Marine Services Inc
Contractor Name


Signature of Contractor's Authorized Official

Daniel Coston, President
Name and Title of Contractor's Authorized Official

April 22, 2025
Date

ATTACHMENT 9 TO BID FORM
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION - LOWER TIER PARTICIPANT**

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

The Bidder/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 Bidder/Contractor is required to verify that none of the Bidder/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 Bidder/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 Bidder/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 Bidder/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 Bidder/Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Bidder/Contractor of this Certification completed by its suppliers, subcontractors and subconsultants.

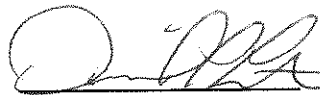
BIDDER/CONTRACTOR NAME: Coston Marine Services Inc

ADDRESS: 1400 Watertower Road, Lake Park, FL 33403

CONTRACTOR'S AUTHORIZED OFFICIAL:

Daniel Coston President

Name and Title



Signature

April 22, 2025

Date

ATTACHMENT 10 TO BID FORM

BIDDER DISCLOSURE

(Fill in with ink or typewritten)

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

READ EACH QUESTION CAREFULLY AND ANSWER COMPLETELY

BIDDER RESPONSIBILITY DISCLOSURE			
Entity Name: <u>Coston Marine Services Inc</u>			
Entity Address: <u>1400 Watertower Road</u>			
City <u>Lake Park</u>	State <u>FL</u>	Zip <u>33403</u>	
Phone Number <u>(561) 747-4382</u>	Contact Name: <u>Daniel Coston</u>	Title <u>President</u>	
E-MAIL: <u>Costonmarine@gmail.com</u>			
Entity Classification: Corporation ☒ , Partnership ☐ Sole Proprietorship ☐ , Other ☐ (please explain)			
(If Corporation, State where incorporated ☐ , Date of Incorporation <u>07/14/1998</u>			
All applicants answer this:			
1. How many years has your organization been operating under your present business name? <u>27 yrs - July 14, 1998</u>			
2. List all previous business names of your organization: <u>N/A</u>			
3. How many years' experience has your organization had as a: Prime Contractor <u>27</u>			
4. Enter your Federal Employer Identification Number (FEIN): <u>15-0850783</u>			
Dunn & Bradstreet Number (D&B): _____			

The term "affiliate" means a predecessor or successor of a bidder under the same, or substantially the same, control or a group of business entities which are connected or associated so that one entity controls or has the power to control each of the other business entities. The term "affiliate" includes the officers, directors, and shareholders active in management. The ownership by one business entity of a controlling interest in another business entity or a pooling of equipment or income among business entities is evidence that one business entity is an affiliate of another.

PLEASE COMPLETE QUESTIONS 5 AND 6 USING THE ABOVE DEFINITION OF "AFFILIATE."

5) Has the firm, an affiliate, an officer, a director, an agent, an employee or a member of your firm, or that of an affiliate, ever been indicted, had criminal information filed against it, pled guilty, pled no contest, or been convicted of any act prohibited by state or federal criminal law which involves fraud, bribery, collusion, conspiracy, violation of state or federal antitrust laws, or material misrepresentation committed in any federal or state jurisdiction with respect to any public contract?

Yes _____ No ☒ If yes, please explain in detail: _____

6) Please state whether your firm or any of your affiliates are presently or have ever been barred or suspended from bidding or contracting on any public contract(s)?

Yes _____ No ☒ If yes, please explain in detail: _____

7) Within the past 10 years, has your firm failed to successfully complete any work awarded to you?

Yes _____ No ☒ If yes, please explain in detail: _____

8) Has your firm or any of its owners, officers and directors ever filed for protection of the bankruptcy court, have pending any petition in bankruptcy court or made an assignment for the benefit of creditors?

Yes _____ No ☒ If yes, please explain in detail: _____

9) Has your firm provided services to Palm Beach County within the past 12 months?

Yes _____ No ☒ If yes, what was the total revenue (in whole dollars) generated from Palm Beach County in the past 12 months? _____

10) Total number of full time, regular employees in your firm: 15. If this number has changed in the past 2 years, please explain _____

11) Has your firm ever filed suit or a formal claim against a project owner?

Yes _____ No ☒ If yes, please complete and attach a **Litigation History Form** here enclosed for each suit/formal claim.

12) Have Liquidated Damages (LDs) ever been assessed or withheld from your firm for failure to complete a contract on time?

Yes _____ No ☒ If yes, please attach additional sheet(s) listing: _____

- Total amount assessed/withheld
- Number of days past completion deadline
- Name, address, and phone number of the project owner(s), manager(s) and/or entity(ies) that assessed LDs

13) Has a project owner ever disbarred your firm, non-renewed (voluntarily or by owner) or terminated your services early for safety, quality or service issues, schedule issues, over the past three (3) years. Failure to disclose will result in disqualification from this solicitation.

Yes _____ No X If yes, please explain in detail: _____

14) Bidder hereby represents and warrants that, if awarded the contract, his/her firm has sufficient staff and financial resources to complete the Project.

Yes X No _____

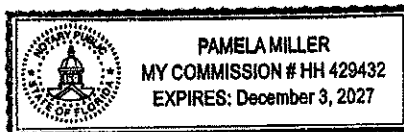
CERTIFICATION

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

By: Daniel L. Coston
 (Print) [Signature]
 (Signature)
 Title: President
 Date: April 22, 2025

SWORN TO AND SUBSCRIBED before me by means of physical ☒ presence or online ☐
 notarization on this 22nd day of April, 2025, by the Secretary of the aforesaid
 Corporation, who is personally known to me OR who produced _____ as identification
 and who did _____ take an oath.

[Signature]
 (Notary Signature)
Pamela Miller
 (Print Notary's Name) **NOTARY PUBLIC**
 State of Florida at Large
 My Commission Expires: Dec. 3, 2027



LITIGATION HISTORY FORM

NA

Party	
Case Name	
Case Number	
Date Filed	
Venue (Name of Court or Other Tribunal)	
Type of Case	Civil ☐ Administrative/Regulatory ☐ Criminal ☐ Bankruptcy ☐
Claim or Cause of Action and Brief Description of Each Count	
Brief Description of the Subject Matter and Project Involved	
Disposition of Case	Pending ☐ Settled ☐ Dismissed ☐ Other ☐ Please explain: _____ _____ _____ Judgment in favor of Vendor ☐ Judgment Against Vendor ☐ If Judgment Against, has judgment satisfied? Yes ☐ No ☐
*Attach copy of any applicable judgment, settlement agreement and satisfaction of judgment	
Opposing Counsel	Name: Email: Phone #: Address:

ATTACHMENT 11 TO BID FORM (USE APPROPRIATE CERTIFICATE)
CERTIFICATE (if CORPORATION)

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

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

1. That he/she is the **Secretary** of Coston Marine Services, Inc, a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 14th day of July, 2019, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

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

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

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

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

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 22nd day of April, 2025

(CORPORATE SEAL)

(Signature)

(Print Signatory's name. Its Secretary)

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization on this 22nd day of April, 2025, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.



(Notary Signature)

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

State of Florida at Large

My Commission Expires: Dec 3, 2027

NA

ATTACHMENT 11 TO BID FORM (USE APPROPRIATE CERTIFICATE)
CERTIFICATE (if LIMITED LIABILITY COMPANY)

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

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

1. That is the **Manager** of _____, a limited liability company organized and existing in good standing under the laws of the State of _____ hereinafter referred to as the "LLC", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Managers of the LLC as the _____ day of _____, 20____, in accordance with the laws of the State of the state of organization of the LLC, the Operating Agreement of the LLC.

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

FURTHER RESOLVED, that _____ (name), the _____ (title) of the LLC's Manager, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the LLC to fulfill its obligations under the Agreement.

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

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

IN WITNESS WHEREOF, the undersigned has set his hand the _____ day of _____, 20____.

(Signature)

(Print Signatory's name. Its Secretary)

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 20____, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

(Notary Signature)

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

ATTACHMENT 12 TO BID FORM
LIST OF PROPOSED SUBSTITUTE EQUIPMENT AND MATERIALS

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

CONTRACTOR NAME: Coston Marine Services Inc.

DATE: April 22, 2025

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

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

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

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

ATTACHMENT 13 TO BID FORM
CONTRACTOR'S COUNTRIES OF CONCERN AFFIDAVIT

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

I, Daniel Coston, am an officer or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware that, pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with foreign countries of concern.

Business or Business Entity Legal Name: Coston Marine Services, Inc.

Business or Business Entity Legal Address: 1401 Watertower Road, Lake Park, FL 33403

Business or Business Entity Taxpayer Identification Number: 65-6850783

I hereby certify under penalty of perjury that:

- My business entity is not owned by a foreign country of concern, as defined by section 287.138(1)(a), Florida Statutes.
- No foreign country of concern has a controlling interest in my business entity, as defined by section 287.138(2)(b), Florida Statutes.
- My business entity is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138(2)(c), Florida Statutes.

I have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of section 287.138, Florida Statutes, may result in civil penalties, prohibitions against doing business with any governmental entity of the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

By signing this affidavit, I agree that I will notify the Contract Manager within ten (10) calendar days of any change in my business entity status that would make any statement made on this affidavit untrue. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.


Sole Proprietor/Authorized Representative

Daniel L. Coston
Printed Name

ATTACHMENT 14 TO BID FORM

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Coston Marine Services Inc
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**

[Signature]
(signature of officer or representative)

Daniel L. Coston
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 22nd day of April, by Daniel Coston.

Personally known ☒ OR produced identification ☐.

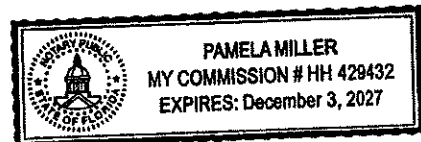
Type of identification produced _____.

[Signature]

NOTARY PUBLIC

My Commission Expires:

State of Florida at large



(Notary Seal)

ATTACHMENT 11 TO BID FORM (USE APPROPRIATE CERTIFICATE)
CERTIFICATE (if CORPORATION)

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

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

1. That he/she is the **Secretary** of Coston Marine Services, Inc, a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 14th day of July, 2019, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

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

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

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

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

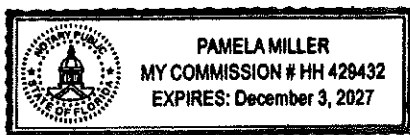
IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 22nd day of April, 2025.

(CORPORATE SEAL)

(Signature)

Daniel Coston
(Print Signatory's name. Its Secretary)

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization on this 22nd day of April, 2025, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.



(Notary Signature)

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

State of Florida at Large
My Commission Expires: Dec. 3, 2027

Limestone Creek Public Use Facilities **OEOB SCHEDULE 1***

SOLICITATION/PROJECT/BID NAME: ReplacementSOLICITATION/PROJECT/BID NO.: 2025ERM01SOLICITATION OPENING/SUBMITTAL DATE: 4-23-2025COUNTY DEPARTMENT: Environmental Resources Management**Section A** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:NAME OF PRIME RESPONDENT/BIDDER: Coston Marine Services IncADDRESS: 1400 Watertower Road, Lake Park, FL 33403CONTACT PERSON: Daniel CostonPHONE NO.: 561-747-4382E-MAIL: Costonmarine@gmail.comPRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$826,144.28

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE

SBE

**Section B** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1. <u>Terraquatic Inc.</u>	☐	☒	<u>\$13,450.00</u>
2. <u>Jupiter Roofing + Sheet Metal Inc.</u>	☒	☐	<u>\$10,400.00</u>
3.	☐	☐	
4.	☐	☐	
5.	☐	☐	

(Please use additional sheets if necessary)

Total

\$238,550.00Total Bid/Offer Price \$ 849,994.28

Total Certified SBE Participation \$

\$13,450.00

I hereby certify that the above information is accurate to the best of my knowledge:

Daniel L Coston

Name & Authorized Signature

President

Title

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEOB Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.
 - If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

ATTACHMENT IS TO BID FORM

ATTACHMENT 16 TO BID FORM

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2025ERM01

SOLICITATION/PROJECT NAME: Limestone Creek Public Use Facilities Replacement

Prime Contractor: Coston Marine Services, Inc. Subcontractor: Terraquatic, Inc.

(Check box(s) that apply)

☒ SBE ☐ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): 7/20/23 - 7/19/26

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/Units	Counting method/ "low-bid"	Total Price/Percentage
3	Cons Survey / 4 AS Built Draw	LS	1		\$13,450

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$13,450.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Coston Marine Services, Inc.
Print Name of Prime

Terraquatic, Inc.
Print Name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

By: [Signature]
Authorized Signature

Daniel L. Coston
Print Name

Joshua Lee, PSM
Print Name

President
Title

President
Title

Date: 4/23/2025

Date: 4/23/2025

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 1, 2025

ATTACHMENT 16 TO BID FORM

OEBO LETTER OF INTENT - SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2025 ERM101

SOLICITATION/PROJECT NAME: Luxystone Creek Public Use Facilities Replacement

Prime Contractor: Coston Marine Services Inc. Subcontractor: Jupiter Roofing & Steel Metal Inc.
(Check box(s) that apply)

☐ SBE ☒ Non-SBE ☐ Supplier

Date of Palm Beach County Certification (if applicable): _____

SBE PARTICIPATION - SBE Firms must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
10	CD Driveway Platform (Rock)	LS	1/1000		\$16,400.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$16,400.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage

Coston Marine Services Inc.

Print Name of Prime

By: [Signature]
Authorized Signature

Daniel L. Coston

Print Name

President

Title

Date: 4/23/25

Jupiter Roofing & Steel Metal Inc.

Print Name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

PAUL A. HERGEN

Print Name

PRESIDENT

Title

Date: 4/23/25

* Revised 4/3/2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

ATTACHMENT 17 TO BID FORM
BID SCHEDULE

PROJECT NO.: 2025ERM01

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

CONTRACTOR NAME: Coston Marine Services Inc

DATE: April 22, 2025

ITEM	DESCRIPTION OF WORK	UNIT	QTY	RATE	AMT
1	MOBILIZATION	LS	1	128,688.08	128,688.08
2	DEMOLITION	LS	1	60,000.00	60,000.00
3	CONSTRUCTION SURVEYS & AS-BUILT DRAW	LS	1	13,450.00	13,450.00
4	DEMOLITION - CONCRETE PATHWAY	LF	50	45.00	2,250.00
5	DEMOLITION - FOOT BRIDGE	LS	1	4,850.00	4,850.00
6	DEMOLITION - OBSERVATION PLATFORM	LS	1	12,850.00	12,850.00
7	DEMOLITION - FISHING PIER	LF	148	236.56	35,002.00
8	CONCRETE PATHWAY	LF	40	250.00	10,000.00
9	FOOT BRIDGE	LS	1	47,236.00	47,236.00
10	OBSERVATION PLATFORM	LS	1	118,225.00	118,225.00
11	FISHING PIER	LF	148	2225.90	329,433.20
12	SOD	SY	30	20.00	600.00
13	RIP RAP	TN	210	185.00	38,850.00
14	BEDDING STONE	TN	150	170.00	25,500.00
15	GEOTEXTILE FABRIC	SF	3600	.85	3,060.00
16	VIBRATION MONITORING	LS	1	20,000.00	20,000.00
Total					849,994.28

Legend

LS = Lump Sum

SF= Square feet

TN= Ton

SY= Square yards

CONTRACT

THIS CONTRACT ("Contract") is made and entered into on September 9, 2025, by and 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 **COSTON MARINE SERVICES INC.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

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

**PROJECT NAME: LIMESTONE CREEK PUBLIC USE FACILITIES REPLACEMENT
PROJECT NO.: 2025ERM01**

And 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 Grant Requirements and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form.

The Contract is defined to mean and agreed to consist of this agreement, as may be amended, and the Contract Documents which consist of the following documents which are incorporated herein by reference:

- Bidding Documents - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments, including Bid Bond
- Contract Forms - Guarantee, Insurance certificates, Public Construction Bonds
- Contract Conditions - General Conditions and Supplemental Conditions, if included
- Technical Specifications and attached Figures, Tables, Attachments, Appendices
- Addenda
- Sealed Bid
- Permits, Submittals, Drawings, Plans, Shop Drawings, Change Orders, Field Orders, Work Order Directives, Written Amendments, Work Orders and Supplements when approved.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of **eight hundred forty-nine thousand nine hundred ninety-four dollars and twenty-eight cents (\$849,994.28)**. The prices named in the Bid are 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 shall be as stated in the Bid Form. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

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

ATTEST:
MICHAEL A. CARUSO
CLERK & COMPTROLLER

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

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Approved for VBI
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

Deborah Drum
Deborah Drum, Director
Department of Environmental Resources
Management

CONTRACTOR:

COSTON MARINE SERVICES, INC.

Michael Bryant
(witness signature)

MICHAEL BRYANT
(witness name printed)

Patricia Monahan
(witness signature)

PATRICIA MONAHAN
(witness name printed)

By Daniel L. Coston
(signatory)

DANIEL L. COSTON
(print signatory's name)

Its PRESIDENT
(print title)

5-20-2025
(Contractor's signature date)

(Corporate Seal)

**CERTIFICATE
(If Corporation)**

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

1. That he/she is the **Secretary** of Coston Marine Services Inc., a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 14 day of July, 2019, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

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

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

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

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

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 20th day of May, 2025.

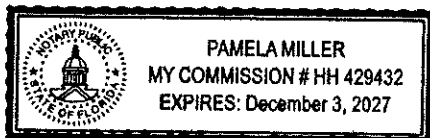

(Signature)

(CORPORATE SEAL)

DANIEL L. Coston President
(Print Signatory's name. Its Secretary)

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization on this 20th day of May, 2025, by Daniel L. Coston, (name). He/She is personally known to me or has presented _____ (type of identification) as identification.


(Notary Signature)



Pamela Miller
(Print Notary's Name) **NOTARY PUBLIC**
State of Florida at Large
My Commission Expires: Dec 3, 2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2025

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

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

PRODUCER

State Farm



Jim Jaramillo

10625 N Military Trail Suite 103

Palm Beach Gardens

FL 33410

CONTACT NAME: Jim Jaramillo

PHONE (A/C, No, Ext): 561-626-0010

FAX (A/C, No):

E-MAIL ADDRESS: jim.jaramillo.hk93@statefarm.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Mutual Automobile Insurance Company

25178

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

COSTON MARINE SERVICES INC
PO BOX 33420

WEST PALM BCH

FL 33420

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	ANY AUTO			687 5329-D02-59Q	04/02/2025	10/02/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	OWNED AUTOS ONLY			927 6476-C16-59O	03/16/2025	09/16/2025	BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY			E48 7330-C29-59D	03/29/2025	09/29/2025	BODILY INJURY (Per accident) \$
				695 0258-E10-59S	05/10/2025	11/10/2025	PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Palm Beach County Limestone Creek Public Use Facilities Replacement

Project No. 2025ERM01

Palm Beach County, a political subdivision of the State of Florida, its officers, agents, and employees as Additional Insured for all required insurance coverages.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Environmental Resources Management
2300 N Jog Rd
West Palm Beach

FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

This form was system-generated on 06/04/2025

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ACORD 25 (2016/03)

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1001466 2005 155279 205 01-19-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2025

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

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

PRODUCER State Farm Jim Jaramillo 10625 N Military Trail Suite 103 Palm Beach Gardens FL 33410		CONTACT NAME: Jim Jaramillo PHONE (A/C, No, Ext): 561-626-0010 E-MAIL ADDRESS: jim.jaramillo.hk93@statefarm.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 25178	
INSURED COSTON MARINE SERVICES INC PO BOX 33420 WEST PALM BCH FL 33420			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	N	927 6476-C16-590 E87 8335-C07-59C 975 2298-B15-59I	03/16/2025 03/07/2025 02/15/2025	09/16/2025 09/07/2025 08/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Palm Beach County Limestone Creek Public Use Facilities Replacement

Project No. 2025ERM01

Palm Beach County, a political subdivision of the State of Florida, its officers, agents, and employees as Additional Insured for all required insurance coverages.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners
c/o Environmental Resources Management
2300 N Jog Rd
West Plm Bch FL 33411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jim Jaramillo

This form was system-generated on 06/04/2025

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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/04/2025

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

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PRODUCER USI Insurance Services, LLC 6001 Broken Sound Parkway Suite 320 Boca Raton, FL 33487	CONTACT NAME: Brian Cronin	
	PHONE (A/C, No, Ext): 561 693-0501	FAX (A/C, No): 855 420-6662
	E-MAIL ADDRESS: brian.cronin@usi.com	
INSURED Coston Marine Services, Inc. & Marine Construction Inc. 1400 Watertower Road Lake Park, FL 33403	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Mitsui Sumitomo Insurance USA Inc.	NAIC # 22551
	INSURER B: Great American Spirit Insurance Company	33723
	INSURER C: American Longshore Mutual Assn Ltd.	NONAIC
	INSURER D: Federal Insurance Company	20281
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	OHM451014004	12/19/2024	12/19/2025	EACH OCCURRENCE \$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$1,000,000
	OTHER:			OHM451014004	12/19/2024	12/19/2025	P & I \$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		☒	WCF24511700	09/16/2024	09/16/2025	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		☒ Y ☒ N				E.L. EACH ACCIDENT \$1,000,000
			N/A				E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Worker Comp USL&H		☒	ALMA09102404344001	09/16/2024	09/16/2025	\$1mil/\$1mil/\$1mil
D	Equipment Floater		☒	45466009	10/23/2024	10/23/2025	\$220,000 Rented/Leased Equipment

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

As respects to the named insureds operations. Additional Insured and Waiver of Subrogation are included on the General Liability as per written contract. Blanket Waiver of Subrogation applies to the Workers Compensation policy as per written contract.

RE: Job number 2025ERM01

Job type: Palm Beach County Limestone Creek Public Use Facilities

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners
c/o Environmental Resources Management
2300 N Jog Rd
West Palm Beach, FL 33411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amir S. Nopoli

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MSIG

Mitsui Sumitomo Marine Management (USA), Inc.

Endorsement No: 7

Policy Number: OHM4510140

Insurance Company: Mitsui Sumitomo Insurance USA, Inc.

First Named Assured: Coston Marine Services, Inc. & Marine Construction, Inc.

Endorsement Issue Date: 26/Dec/2024

Endorsement Effective Date: 19/Dec/2024

ADDITIONAL ASSURED AND WAIVER SUBROGATION ENDORSEMENT (BLANKET)

This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

- A. WHO IS AN ASSURED (Section II) is amended to include any person or organization as an Insured under this policy to the extent you are obligated by an "insured contract" to include them as Additional Assureds, but only with respect to "your work".
- B. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Loss Condition in the Common Conditions is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of "your work" with that person or organization, but only to the extent that you are obligated by an "insured contract" to provide such waiver of rights of recovery and only with respect to "your work" or to your premises or the premises you use.

A and B above are only valid where the "insured contract" is executed prior to any occurrence which may lead to a claim hereunder.

All other Terms, Conditions, Limitations Definitions and Exclusions remain unchanged.

**MSIG****Mitsui Sumitomo Marine Management (USA), Inc.**

Endorsement No: 8

Policy Number: OHM4510140

Insurance Company: Mitsui Sumitomo Insurance USA, Inc.

First Named Assured: Coston Marine Services, Inc. & Marine Construction, Inc.

Endorsement Issue Date: 26/Dec/2024

Endorsement Effective Date: 19/Dec/2024

PER PROJECT AGGREGATE (MCL)

In consideration of the premium charged, it is understood and agreed that General Condition A. Limits of Insurance, as shown on the Marine Comprehensive Liability Common Conditions attached to this policy, is amended to read as follows:

A. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and in the Limits of Insurance provision(s) of these Common Conditions and of each Coverage Form (unless specifically stated otherwise therein), fix the most we will pay regardless of the number of:
 - a) Insureds;
 - b) Claims made or "suits" brought;
 - c) Persons or organizations making claims or bringing "suits";
 - d) Watercraft involved; or
 - e) Coverage forms involved.
2. The General Aggregate if shown on the policy declarations is the most we will pay in any one policy year, or for any one "Project", for the sum of:
 - a) Medical expenses under Coverage C of the Commercial General Liability Coverage Form;
 - b) Damages and "defense costs" under Coverage A of the Commercial General Liability Coverage Form, except damages and related "defense costs" because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c) Damages and "defense costs" under Coverage B of the Commercial General Liability Coverage Form,
 - d) Damages and related "defense costs" under any other Coverage Form attached to this policy.

However, the General Aggregate does not apply to any Protection and Indemnity limits which may be provided in this policy.
3. The Products-Completed Operations Aggregate Limit if shown on the policy declarations is the most we will pay in any one policy year, or for any one "project", under Coverage A of the Commercial General Liability Coverage Form for damages and "defense costs" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**MSIG****Mitsui Sumitomo Marine Management (USA), Inc.**

Endorsement No: 7

Policy Number: OHM4510140

Insurance Company: Mitsui Sumitomo Insurance USA, Inc.

First Named Assured: Coston Marine Services, Inc. & Marine Construction, Inc.

Endorsement Issue Date: 26/Dec/2024

Endorsement Effective Date: 19/Dec/2024

ADDITIONAL ASSURED AND WAIVER SUBROGATION ENDORSEMENT (BLANKET)

This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

- A. WHO IS AN ASSURED (Section II) is amended to include any person or organization as an Insured under this policy to the extent you are obligated by an "insured contract" to include them as Additional Assureds, but only with respect to "your work".
- B. The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Loss Condition in the Common Conditions is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of "your work" with that person or organization, but only to the extent that you are obligated by an "insured contract" to provide such waiver of rights of recovery and only with respect to "your work" or to your premises or the premises you use.

A and B above are only valid where the "insured contract" is executed prior to any occurrence which may lead to a claim hereunder.

All other Terms, Conditions, Limitations Definitions and Exclusions remain unchanged.



May 20, 2025

Palm Beach County
Board of County Commissioners
C/O Department of Environmental Resources Management
2300 N. Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

**RE: Authority to Insert Contract Date, Date Bond(s), Guarantee and
Power(s) of Attorney**

Principal: Coston Marine Services, Inc.
Bond No. UCSX290X-1130
Project: Limestone Creek Public Use Facilities Replacement, #2025ERM01

To Whom It May Concern:

Please be advised that this letter serves as our authorization for Palm Beach County to do the following:

- *Once the Contract is signed, insert the date of the contract to the bond(s) and Power(s) of Attorney*
- *Date the Guarantee the date of the contract*

Please provide us with a copy for our file.

If you have any questions, please do not hesitate to contact this office.

Sincerely yours,

SECURITY BONDEX ASSOCIATES, LLC


Odalis Cabrera,
Florida Resident Agent

SECURITY BONDEX ASSOCIATES, LLC
10131 SW 40th Street, Miami, FL 33165-3947
Phone: (305) 552-5414 • Fax: (305) 226-7876
Website: www.sbal.com • Toll Free: (800) 780-5414

PUBLIC CONSTRUCTION BOND

BOND NUMBER: UCSX290X-1130 CONTRACT R#: _____
BOND AMOUNT: \$849,994.28
CONTRACT AMOUNT: \$849,994.28

CONTRACTOR'S NAME: Coston Marine Services, Inc.
CONTRACTOR'S ADDRESS: 1400 Watertower Road, Lake Park, FL 33403
CONTRACTOR'S PHONE: (561) 747-4382

SURETY COMPANY: United Casualty and Surety Insurance Company
SURETY'S ADDRESS: 303 Congress Street, Suite 502
Boston, MA 02210
SURETY'S PHONE: (617) 804-0585

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: Limestone Creek Public Use Facilities Replacement
PROJECT NO.: 2025ERM01

DESCRIPTION OF WORK: Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for demolition and construction of the public use facilities within the Limestone Creek Natural Area. This Project includes the demolition of a 148-foot-long boardwalk and fishing pier, covered observation platform and approach, footbridge over Black Water Creek and removal of associated piles, removal of approximately 50 feet of concrete sidewalk, and new construction of the same.

PROJECT LOCATION: The proposed project site is located at Limestone Creek Natural Area, 6570 Church Street, Jupiter FL 33458.

BONDING REQUIREMENT: Public Construction Bond in the minimum amount of 100% of total Contract Price. Under no circumstances shall the successful Bidder begin Work until it has supplied the required Public Construction Bond. Contractor shall record the Bond and provide a certified copy of the recorded Bond to County. No payment will be made for Work performed under the Contract until County has received the certified copy of the recorded Public Construction Bond meeting all of the requirements set forth herein.

PUBLIC CONSTRUCTION BOND

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

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

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

Eight Hundred Forty-Nine Thousand Nine Hundred Ninety-Four Dollars and 28 Cents (\$ 849,994.28)
(Here insert a sum equal to the Contract Price)

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

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Limestone Creek Public Use Facilities Replacement

Project No.: 2025ERM01

Project Description: Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for demolition and construction of the public use facilities within the Limestone Creek Natural Area. This Project includes the demolition of a 148-foot-long boardwalk and fishing pier, covered observation platform and approach, footbridge over Black Water Creek and removal of associated piles, removal of approximately 50 feet of concrete sidewalk, and new construction of the same.

Project Location: The proposed project site is located at Limestone Creek Natural Area, 6570 Church Street, Jupiter FL 33458.

In accordance with Drawings and Specifications prepared by

Palm Beach County Department of Environmental Resources Management
2300 N. Jog Road, 4th Floor
West Palm Beach, Florida, 33411-2743
561-233-2400

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

THE CONDITION OF THIS BOND is that if Principal:

Performs the Contract dated _____, 20__ between Principal and COUNTY for the construction of Project Name: Palm Beach County Limestone Creek Public Use Facilities Replacement No.: 2025ERM01 (the "Contract"), the Contract being made a part of this bond by reference, at the time and in the manner prescribed in the Contract; and

1. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

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

4. Performs the guarantee of all-work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

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

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

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy 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 _____, 20____

PRINCIPAL: Coston Marine Services, Inc.

By: _____

Signature

Daniel Coston, President

Print Name & Title

(SEAL)

Michael Bayart
Attest as to the signature of Principal

DIRECTOR OF OPERATIONS
Title

Address: 1400 Watertown Road
Lake Park, FL 33403

SURETY: United Casualty and Surety Insurance Company

By: _____

Signature

Odalys Cabrera, Attorney-In-Fact

Print Name & Title

(SEAL)

Jessica Calderon
Witness as to the signature of Surety

Jessica Calderon
Witness

Address: 303 Congress Street
Suite 502
Boston, MA 02210

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

NOTE: If Contractor is a Partnership, all partners must execute bond.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Coston Marine Services, Inc. and United Casualty and Surety Insurance Company

We the undersigned hereby guarantee that **Project Name: Limestone Creek Public Use Facilities Replacement, Project No.: 2025ERM01**, 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)

(Final Completion Date)
Filled in upon Final Completion)

Coston Marine Services, Inc.
(Contractor)

By: _____ (CORPORATE SEAL)
(Signature)

Daniel Coston
(Print Name)

ITS President
(Title)

(Witness Signature)

MICHAEL BRYANT
(Print Witness name)

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this 20th day of May, 2025

Witness
(Affix corporate seal here)

United Casualty and Surety Insurance Company
(Name of Surety Company)

(Signature of Authorized Representative)

TITLE: Odalis Cabrera, Attorney-In-Fact

STATE OF FLORIDA

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

COUNTY OF Miami-Dade

SUBSCRIBED and sworn to (or affirmed) before me by means of ☒ physical presence or ☐ online notarization on this 20th day of May, 2025, by Odalis Cabrera (name). He/She is personally known to me or has presented Personally Known (type of identification) as identification.

Notary Public Signature and Seal
Jessica Calderon, No. HH322585
Print Notary Name and Commission Number



JESSICA CALDERON
Notary Public
State of Florida
Comm# HH322585
Expires 10/17/2026



Bond No. UCSX290X-1130

172290

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Odalis Cabrera, Marina Mercedes Ramil, Megan C. Bauer, Lionel D. Jorge

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million & 00/100 Dollars** (**\$3,000,000.00**). This Power of Attorney shall expire without further action on December 31st, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 14th day of January, 2025



Corporate Seals

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

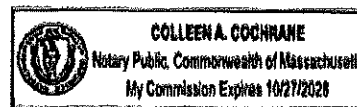
R. Kyle Fowler
 R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts
 County of Suffolk ss:

On this 14th day of January, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
 Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this _____ day of _____

Corporate Seals



Robert F. Thomas
 Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM

**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. Certification of Compliance with Living Wage Ordinance
- D. Construction Invoice Form
- E. Work Order Form
- F. Change Order Form
- G. Work Order Supplement Form
- H. OEBO Schedule 1 – List of Subcontractors and Subconsultants
- I. OEBO Schedule 2 – Letter of Intent
- J. OEBO Schedule 3 – Subcontractor Activity Form
- K. OEBO Schedule 4- Subcontractor/Subconsultant Payment Certification
- L. Warranty of Title and Release
- M. Statement of Unresolved Claims
- N. Certificate of Substantial Completion
- O. Contractor's Certification of Final Completion
- P. Statement and Documentation Regarding Subcontractor Releases
- Q. Consent of Surety for Final Payment
- R. Final Warranty of Title and Release
- S. Guarantee

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 final payment 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 and citing 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. Except for any dispute relating to the Punchlist Estimated Costs, as provided in GC 71.1, which dispute is not subject to protest, the 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.

To protest Owner's determination, instruction, clarification, or decision, the Contractor shall notify Owner as provided in GC 4, and provide the following information to form the basis of the protest:

1. Subject Line: Protest Pursuant to GC 22.
2. Date: provide the date of the Protest.
3. Project: provide the project name and contract number.
4. Protest Description: provide a factual summary of the basis of the protest, referencing supporting provisions of the contract.
5. Supporting Documentation: Attach any pertinent documents that support the protest.
6. Request for Resolution: State the desired outcome or resolution; and
7. Signature of Contractor.

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 seven (7) days of commencement of each 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. Contractor shall, at its sole expense, maintain in force and effect at all times during the term of this Contract, and throughout the performance of Work hereunder, at least the insurance coverage, limits, and endorsements set forth in this article and the Insurance Coverage & Limit Table. The requirements herein, as well as County's approval of insurance are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract. Where permitted by the carrier, coverage shall apply on a primary and non-contributory basis

31.2 Commercial General Liability. Contractor shall maintain a standard ISO version Commercial General Liability form policy with coverage not be limited to, bodily injury and property damage, Premises/Operations, Products/Completed Operations for at least five (5) years after completion, Independent Contractors, Contractual Liability, Broad Form Property Damage, Explosion, Collapse and Underground Hazards (XCU), and Severability of Interests including Cross Liability.

31.3 Business Automobile Liability. Contractor shall maintain a standard ISO version Business Automobile Liability coverage for all owned, non-owned and hired automobiles.

31.4 Workers' Compensation & Employer's Liability. Contractor shall maintain Workers' Compensation Insurance & Employer's Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers' Act when any Work is on or about contiguous to navigable bodies of water, covering all of employees.

31.5 Special Risks Insurance. The Contractor shall maintain the following insurance coverage as applicable to the Work:

31.5.1 Watercraft Liability. With respect to any Work on or about contiguous, navigable bodies water the Contractor shall maintain Watercraft liability or Protection and Indemnity insurance.

31.5.2 Aircraft Liability. With respect to any of the Work involving aircraft, including drones and fixed-wing helicopters, whether owned, hired, or borrowed, the Contractor shall maintain Aircraft Liability insurance. Passenger Liability coverage shall be included when persons other than the pilot and crew are occupying such aircraft.

31.5.3 Builder's Risk. Prior to, the commencement of any construction work, Contractor shall obtain and evidence coverage under a Builder's Risk insurance policy. The policy shall include coverage for the completed value of the Project, and extend coverage to materials located away from the Project site and/or in transit. Coverage shall be written on an All-Risk, Replacement Cost, basis. 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 all-other-perils deductible shall not exceed \$10,000, and the wind deductible, shall not exceed five percent (5%) of the completed value.

Partial Occupancy or use of the Work shall not commence until insurance company or

companies providing coverage 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 signed acceptance by County, or until Contractor and County mutually consent to the termination, whichever occurs first. 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.

31.5.4 Installation Floater. With respect to property with values in excess of \$100,000 which is rigged, hauled, or situated at the site pending installation, and not covered by a builder's risk policy, Contractor shall maintain inland marine property insurance such as an installation floater.

31.6 Satisfying Limits under an Umbrella Policy. Contractor may satisfy the minimum limits required 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 coverage. The County shall be endorsed as an "Additional Insured" on the Umbrella or Excess Liability; unless, the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis..

31.7 Additional Insured. The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability using the CG 2026, Designated Person or Organization endorsement and an equivalent endorsement on the Business Auto Liability policy. The endorsement shall identify "Palm Beach County Board of County Commissioners" as the Additional Insured.

31.8 Loss Payee. The Contractor shall endorse the County as a Loss Payee on the Builder's Risk and/ or Installation Floater. The endorsement shall identify "Palm Beach County Board of County Commissioners" as a Loss Payee.

31.9 Waiver of Subrogation. Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. 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 Contractor shall 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

31.10 Right To Review. County, by and through its Risk Management Department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, throughout the term of this Contract. County reserves the right, but not

the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally. In such event, County shall provide Contractor written notice of such adjusted limits and Contractor shall comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

31.11 Failure to Evidence Insurance. The County shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until evidence of 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.

31.12 Certificate/s of Insurance. Excluding the builder's risk coverage, evidence of insurance in compliance with these requirements shall be provided to County, unless otherwise specified, upon execution, renewal or amendment of this contract, within forty-eight (48) hours of a request by COUNTY, and prior to the expiration of any of the required coverage throughout the term of this Contract. The Certificate shall be issued to:

Palm Beach County Board of County Commissioners
c/o Environmental Resources Management
2300 N. Jog Rd.
West Palm Beach, FL 33411-2743

31.13 Deductibles, Coinsurance Penalties, & Self-Insured Retention. The Contractor shall be 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 require each subcontractor to evidence insurance prior to being permitted to work on the project, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by County, the Contractor shall provide evidence of subcontractor's insurance to County.

31.15 Insurance Coverage & Limit Table. The Contractor shall maintain at a minimum the limits of liability indicated in the Insurance Coverage and Limit Table below:

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	CONTRACTS LESS THAN \$500,000	CONTRACTS \$500,000 OR MORE
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence
Additional Insured endorsement required:	Yes	Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence
<u>WORKERS' COMPENSATION & EMPLOYER'S LIABILITY:</u>		

INSURANCE COVERAGE & LIMIT TABLE	
Coverage not less than:	Statutory
Employers Liability Limits:	\$500,000/\$500,000/\$500,000
<u>WATERCRAFT LIABILITY:</u> Limit of Liability not less than:	\$5,000,000 per occurrence
Additional Insured endorsement required:	Yes
<u>AIRCRAFT LIABILITY:</u> When used to carry passengers (excluding aircraft's crew) coverage for Passenger Liability not less than:	\$1,000,000 per passenger
Additional Insured endorsement required:	Yes
<u>INLAND MARINE COVERAGE:</u> Limit not less than:	Highest value exposed during the construction project.
Additional Insured & Loss Payee endorsements required:	Yes
<u>BUILDER'S RISK:</u> Limit not less than:	The total Project completed construction value as well as subsequent modifications to that sum.
Endorsement to waive coverage termination from Occupancy Clause.	Yes
Endorsement coverage until final acceptance of the Project by Certificate of Occupancy by the Owner.	Yes
Additional Insured & Loss Payee endorsements required:	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, 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, 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, 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 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will furnish all information and reports required 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.
- E. 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 and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- F. 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, 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.
- G. 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 seven (7) 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 seven (7) 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 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-

builds. 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.

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, 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 Department.

1. List of principal subcontractors and suppliers.
2. Schedule of values.
3. Shop drawing log.
4. Project schedule. 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 two (2) original copies 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 Within 10 business days of the creation of the punchlist in accordance with GC 71, Contractor shall submit a payment request for the remaining contract balance, including all retainage previously withheld by the County, less an amount equal to 150 percent of the estimated cost to complete the items on the punchlist (Punchlist Retainer Amount), as provided by the Prompt Payment Act. The payment request shall include documentation that 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.

Within 20 business days of creation of the punchlist, County shall pay the Contractor the remaining contract balance, less the Punchlist Retainer Amount and less any amounts subject to a good faith dispute, per Section 218.735 (8)(c).

68.10 Upon receipt by Owner of Contractor's written "Contractor's Certification 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 Application for Payment.

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.
8. Guarantee
9. Statement and Documentation Regarding Subcontractors Releases

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 that includes an estimate of the cost to complete each item on the punchlist (Punchlist Estimated Costs), as 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.

71.7 Determination of Punchlist Estimated Costs. The estimated cost of each item on the punchlist shall be determined as followed:

The County and the Contractor shall use readily available market data to develop and determine the estimated cost of each item on the punchlist. If, for some reason, the County and the Contractor cannot agree on any item in the Punchlist Estimated Costs, within 3 business days of the Substantial Completion date, the County shall select and secure the services of a Third-Party Estimator to determine Punchlist Estimated Cost for such item on behalf of the Parties.

By executing this Contract, the Contractor hereby consents and waives any objection related to the Third-Party Estimator determining the Punchlist Estimated Costs in accordance with this Contract at the County's sole discretion and expense. The Third-Party Estimator may be the Design Professional for the Project, or a separately secured estimator. In the event such Third-Party

Estimator is utilized for the purposes discussed above, the Parties hereby agree to the following:

1. The County and Contractor shall be bound by and accept the Third-Party Estimator's estimated cost of the item at issue in the Punchlist Estimated Costs; and
2. Neither Party shall have the right to appeal or protest the Third-Party Estimator's decision.

The estimated cost on the punchlist shall not in any manner be constructed as increasing the Contract Amount or adding any additional payment obligation on the County. Instead, such estimate cost shall be used only for the purpose of calculating the amount of payment that the County may continue to retain or withhold prior to the Contractor's completion of the items on the punchlist in accordance with applicable Florida Law.

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, "Contractor's Certification 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 of 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, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Contract are registered with the E-Verify System, and beginning January 1, 2021, 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. CONSULTANT 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 the Contract which requires a longer retention period.

County shall terminate the 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 Contractor 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 the 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**

**PROJECT NAME: LIMESTONE CREEK PUBLIC USE FACILITIES
REPLACEMENT
PROJECT NO.: 2025ERM01**

(In the event of a conflict between these Supplemental Conditions and other provisions of the Contract Documents, these requirements will govern and prevail)

SUPPLEMENTAL CONDITIONS

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SC 1. SUPPLEMENTAL CONDITIONS

The following Supplemental 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

General Condition, Article 12.1, is replaced as follows:

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-P 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. Contractor's Certification of Final Completion
- H. Statement and Documentation Regarding Subcontractor Releases
- I. Consent of Surety for Final Payment
- J. Final Warranty of Title and Release
- K. Guarantee
- L. Request for Substitution/Modification/Removal of Subcontractor
- M. Form Deleted
- N. OEBO Schedule 3- Subcontractor Activity Form
- O. OEBO Schedule 4- Subcontractor/Subconsultant Payment Certification
- P. OEBO Subcontractor Waiver Form

SC 3. PERMIT DRAWINGS AND SPECIFICATIONS

General Conditions, Article 20, is replaced as follows:

20.1 The Contractor shall, immediately upon receipt of any 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 one (1) copy 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.

SC 4. INSURANCE

General Conditions, Article 31 is replaced as follows:

31.1 General Requirements. Contractor shall, at its sole expense, maintain in force and effect at all times during the term of this Contract, and throughout the performance of Work hereunder, at least the insurance coverage, limits, and endorsements set forth in this article and the Insurance Coverage & Limit Table. The requirements herein, as well as County's approval of insurance are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract. Where permitted by the carrier, coverage shall apply on a primary and non-contributory basis

31.2 Commercial General Liability. Contractor shall maintain a standard ISO version Commercial General Liability form policy with coverage not be limited to, bodily injury and property damage, Premises/Operations, Products/Completed Operations for at least five (5) years after completion, Independent Contractors, Contractual Liability, Broad Form Property Damage, Explosion, Collapse and Underground Hazards (XCU), and Severability of Interests including Cross Liability.

31.3 Business Automobile Liability. Contractor shall maintain a standard ISO version Business Automobile Liability coverage for all owned, non-owned and hired automobiles.

31.4 Workers' Compensation & Employer's Liability. Contractor shall maintain Workers' Compensation Insurance & Employer's Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers' Act when any Work is on or about contiguous to navigable bodies of water, covering all of employees.

31.5 Pollution Liability/Environmental Impairment. Liability successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than One Million Dollars (\$1,000,000) per occurrence providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.

31.6 Satisfying Limits under an Umbrella Policy. Contractor may satisfy the minimum limits required 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 coverage. The County shall be endorsed as an "Additional Insured" on the Umbrella or Excess Liability; unless, the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis..

31.7 Additional Insured. The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability using the CG 2026, Designated Person or Organization

endorsement and an equivalent endorsement on the Business Auto Liability policy. The endorsement shall identify "Palm Beach County Board of County Commissioners" as the Additional Insured.

31.8 Loss Payee. The Contractor shall endorse the County as a Loss Payee on the Builder's Risk and/ or Installation Floater. The endorsement shall identify "Palm Beach County Board of County Commissioners" as a Loss Payee.

31.9 Waiver of Subrogation. Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. 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 Contractor shall 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 includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

31.10 Right To Review. County, by and through its Risk Management Department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally. In such event, County shall provide Contractor written notice of such adjusted limits and Contractor shall comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

31.11 Failure to Evidence Insurance. The County shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until evidence of 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.

31.12 Certificate/s of Insurance. Excluding the builder's risk coverage, evidence of insurance in compliance with these requirements shall be provided to County, unless otherwise specified, upon execution, renewal or amendment of this contract, within forty-eight (48) hours of a request by COUNTY, and prior to the expiration of any of the required coverage throughout the term of this Contract. The Certificate shall be issued to:

Palm Beach County Board of County Commissioners
c/o Environmental Resources Management
2300 N. Jog Rd.
West Palm Beach, FL 33411-2743

31.13 Deductibles, Coinsurance Penalties, & Self-Insured Retention. The Contractor shall be 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 require each subcontractor to evidence insurance prior to being permitted to work on the project, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by County, the Contractor shall provide evidence of subcontractor's insurance to County.

31.15 Insurance Coverage & Limit Table. The Contractor shall maintain at a minimum the limits of liability indicated in 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 \$2,000,000 aggregate 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> Limit of not less than:	\$1,000,000 per occurrence
<u>WATERCRAFT LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$1,000,000 per occurrence Yes

SC 5. SITE CONDITIONS

General Conditions, Article 32.1, is replaced as follows:

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, bathymetry, and ground surface conditions; water levels and tides; 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; water levels, tide, winds, and wave 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.

SC 6. ACCESS TO WORK AREAS

General Conditions, Article 34.2, is replaced as follows:

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, 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.

SC 7. PROGRESS PAYMENT PROCEDURES

General Conditions, Article 68.4 is replaced as follows:

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
3. Construction Invoice
4. Statement of Unresolved Claims
5. Warranty of Title and Release
6. OEBO Schedule 4- Subcontractor/Subconsultant Payment Certification

Pay requests shall be submitted to the County no later than sixty (60) days after completion of the invoicing period established in the General Conditions of the Contract.

SC 8. HUMAN TRAFFICKING AFFIDAVIT

General Conditions, 84 is added as follows:

Contractor warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Contractor has executed the Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

Appendix A

- 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) Contractor's Certification of Final Completion
- h) Statement and Documentation Regarding Subcontractor Releases
- i) Consent of Surety for Final Payment
- j) Final Warranty of Title and Release
- k) Guarantee
- l) Request for Substitution/Modification/Removal of Subcontractor
- m) OEBO Schedule 3
- n) OEBO Schedule 4
- o) OEBO Subcontractor Waiver Form

NOTICE TO PROCEED

(Hand Delivered, Email, and/or U.S. Mail)

DATE: _____

TO: _____
(CONTRACTOR)

ADDRESS: _____

FOR
PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT
Project Name: LIMESTONE CREEK PUBLIC USE FACILITIES REPLACEMENT
Project No.: 2025ERM01

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. Letter of Understanding per the Technical Specifications
2. Permits, Licenses, Certifications, Approvals, and Easements per the Technical Specifications
3. Environmental Protection and Pollution Prevention Plan per the Technical Specifications
4. Quality Assurance (QA) Plan per the Technical Specifications
5. Safety Plan as required in Special Conditions Article 7
6. Operations Plan per Technical Specifications
7. Designation of Authorized Representative as required in General Conditions Article 3
8. Construction CPM Schedule or Bar Chart as required in Special Conditions Article 6
9. Copy of E-Verify enrollment verification as required in General Conditions Article 83
10. List of all subcontractors that will perform under this contract
11. Certified copy of recorded Public Construction Bond
12. EBO schedules

The Pre-construction Conference is scheduled for/was held on _____

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: _____

[illegible]

CHANGE ORDER NO.: _____

(Mark applicable category:)

_____ Owner Initiated	_____ Quantity Overruns/Underruns
_____ Differing Site Conditions	_____ Request By Another Agency/Outside Party
_____ Zoning/Code/Ordinance Changes	_____ A. Reimbursable
_____ Errors/Omissions/In Design	_____ B. Non-Reimbursable
	_____ Other

DESCRIPTION OF MODIFICATIONS: SEE ATTACHED EXHIBIT A

PROJECT NAME: LIMESTONE CREEK PUBLIC USE FACILITIES REPLACEMENT

PROJECT NO.: 2025ERM01

(Contractor)

CONTRACT RESOL. NO. _____
COMMISSIONER DISTRICT NO.: _____
CONTRACT DATE: _____
NOTICE TO PROCEED DATE: _____
COMMENCEMENT DATE: _____
BUDGET LINE ITEM: _____

SIGNATURE OF THE CONTRACTOR INDICATES HIS 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	_____ <u>To Be Specified in Punchlist</u>

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)

STATE OF FLORIDA

COUNTY OF _____)
)SS:

INVOICE #: _____

INVOICE PERIOD ____/____/20____ TO ____/____/20____

PROJECT NO.: 2025ERM01

PROJECT NAME: LIMESTONE CREEK PUBLIC USE FACILITIES REPLACEMENT

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 _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by
_____, (name).

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

Notary Public Signature and Seal

Print Notary Name and Commission Number

Attachment: Statement of Unresolved Claims

STATEMENT OF UNRESOLVED CLAIMS

PROJECT NO.: 2025ERM01

PROJECT NAME: LIMESTONE CREEK PUBLIC USE FACILITIES REPLACEMENT

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 with subcontractors 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)

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NO.: 2025ERM01

PROJECT NAME: LIMESTONE CREEK PUBLIC USE FACILITIES REPLACEMENT

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

By: _____
(Signature)

(Title)

(Print Name)

Date: _____

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: LIMESTONE CREEK PUBLIC USE FACILITIES REPLACEMENT

PROJECT NO.: 2025ERM01

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 _____

STATEMENT AND DOCUMENTATION REGARDING SUBCONTRACTOR RELEASES

TO: Palm Beach County / Board of County Commissioners,
c/o Environmental Resources Management Department (ERM)

DATE: _____

PROJECT NAME: LIMESTONE CREEK PUBLIC USE FACILITIES REPLACEMENT

PROJECT NO.: 2025ERM01

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

CONSENT OF SURETY FOR FINAL PAYMENT

PROJECT NAME: LIMESTONE CREEK PUBLIC USE FACILITIES REPLACEMENT

PROJECT NO.: 2025ERM01

PROJECT LOCATION: Palm Beach County Limestone Creek Natural Area, 6570 Church Street, Jupiter FL 33458.

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.:2025ERM01, Limestone Creek Public Use Facilities Replacement** 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: Limestone Creek Public Use Facilities Replacement, Project No.: 2025ERM01**, 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: _____

STATE OF FLORIDA

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

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

REQUEST FOR SUBSTITUTION/MODIFICATION/REMOVAL OF SUBCONTRACTOR

PROJECT NO.: 2024ERM02

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

CONTRACTOR: _____

DATE: _____

Section 1: Subcontractor Addition (skip if not applicable)

Name of New Subcontractor/Subconsultant	Contact Person	License/Certificate #	Trade

Provide brief explanation for this request:

Section 2: Subcontractor Removal (skip if not applicable)

Name of Original Subcontractor/Subconsultant	Contact Person	License/Certificate #	Trade

Provide brief explanation for this request:

OEBO SCHEDULE 3*
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT #: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each SBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an SBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check applicable)	
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	SBE (v)	Non-SBE (v)
								()	()
								()	()
								()	()
								()	()
								()	()
								()	()

I hereby certify that the above information is accurate to the best of my knowledge _____
(Signature) (Title)

Additional Sheets May Be Used As Necessary.

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION*

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/ subconsultants tiers on this form must also complete and submit a separate Schedule 4 after receipt of payment.

This is to certify that _____ received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ _____ from _____
(Prime Contractor Name)

On ____/____/____ for my ____ Invoice for labor and/or materials supplied
MM DD YYYY Month

On _____ / _____
(Project Name) (Project No.)

DEPT.: _____ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

By: _____
(Signature of Subcontractor/subconsultant) (Name & Title of Person executing on behalf of Subcontractor/ subconsultant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____
day of _____, _____ (year), by _____ (name of person acknowledging).

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced Identification ☐ Type of Identification _____

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

Palm Beach County
Office of Equal Business Opportunity
Subcontracting Goal – Waiver Request Form

PROJECT NAME:		DATE:	
COMPANY NAME:		CONTACT NO.:	
CONTACT PERSON:		CONTACT EMAIL:	

In the sections below, points will ONLY be awarded if the firm has fully satisfied the criteria. More information regarding Subcontracting Goal-Waiver Request Evaluation Criteria. Contractors/Consultants must obtain a total of **80 or more points** to receive a waiver approval. Vendor Directory is accessible through the Office of Equal Business Opportunity website (<http://discover.pbcgov.org/osba/Pages/Vendor-Directory.aspx>)

PART I: Sufficient Commercially Useful Work Identified to Meet Subcontracting Goal

Points: 15

*Please provide documentation and supporting evidence to show how the criteria was fulfilled. **15 points possible:***

- ☐ List the specific scope of work identified for each of the SBEs contacted
- ☐ Ensure the scope of work identified for SBEs is greater than or equal to the subcontracting goal(s)
- ☐ Additional comments, if any

PART II: Initial Communications to Potential SBE Subcontractors Using EBO Portal / Website Posting of Subcontractor Solicitations/Outreach Efforts

Points: 40

*Please provide documentation and supporting evidence to show how the criteria was fulfilled. **40 points possible:***

- ☐ Contact at least three (3) SBEs in the EBO Vendor Directory for each scope of work identified to be subcontracted in Part I (emails/call logs/fax), one (1) week prior to pre-bid meeting date.
- ☐ Include current documentation of searches from the EBO Vendor Directory.
- ☐ Notify SBEs within at least 2 (two) weeks prior to the bid opening date, using at least three (3) digital media outlets (e.g. website, newspaper, trade association, publication, minority focus media)
- ☐ Additional comments, if any

PART III: Follow-up Communications & Bid Negotiations with Potential Subcontractors

Points: 30

*Please provide documentation and supporting evidence to show how the criteria was fulfilled. **30 points possible:***

- ☐ Promptly follow-up with SBEs after the initial solicitation at least 2 (two) weeks prior to the bid opening date, during normal business hours by telephone, email, or fax.
- ☐ Include a written statement with contact information on all subcontractors contacted to include the following:
 - ☐ Name of the subcontractor/firm and the contact person(s)
 - ☐ Telephone and Email address
 - ☐ Scope of work the subcontractor indicated they would perform
 - ☐ Notes regarding the outcome of the contact
 - ☐ Dates of contact and Dates of Negotiations
 - ☐ The negotiated price
 - ☐ Bids received from subcontractors that could provide a commercially useful function

☐ Additional comments, if any

PART IV: Attendance at Pre-Bid Meeting

Points: _____

County staff maintains documentation regarding attendance at the pre-bid meeting.

5 points possible:

☐ Below list the individuals from your staff/firm that attended the pre-bid meeting

PART V: Offer Assistance in Securing Financing, Insurance,
or Competitive Supplier Pricing

Points: _____

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

10 points possible:

- ☐ Provide easy access to plans and specifications for SBEs
- ☐ Provide competitive pricing
- ☐ Make efforts to assist interested business in obtaining financing, bonds, and insurance required for the County project/bid
 - ☐ Provide written documentation of the type of assistance offered
 - ☐ Company name, contact person and telephone number
 - ☐ Name of person who provided the assistance
- ☐ Provide the name, contact person, contact information the competitive pricing offered by the Supplier.
- ☐ Other efforts (if any, list below)

CONTRACTORS/CONSULTANTS MUST OBTAIN A TOTAL OF 80 OR MORE POINTS TO RECEIVE A WAIVER APPROVAL. CONTRACTORS/CONSULTANTS WILL BE CONSIDERED NON-RESPONSIVE TO THE ENTIRE SOLICITATION UPON DENIAL OF THE SUBCONTRACTING WAIVER REQUEST. FOR MORE INFORMATION OF THE SUBCONTRACTING WAIVER CRITERIA OR FOR ASSISTANCE ON COMPLETING THE SUBCONTRACTING WAIVER REQUEST FORM, PLEASE CONTACT THE OFFICE OF EQUAL BUSINESS OPPORTUNITY AT (561) 616-6840.

THE UNDERSIGNED AFFIRMS/CERTIFIES THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE; I UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE TO THE ENTIRE SOLICITATION.

Signature

Print Name/Title

Manager, Office of Equal
Business Opportunity

Approved
Denied

TOTAL SCORE: _____/100

APPENDIX B

POST BID INFORMATION

(If requested by the County)

PROJECT NAME: Limestone Creek Public Use Facilities Replacement

PROJECT NO.: 2025ERM01

POST BID INFORMATION REQUIREMENTS

If required by the County, this form must be completed and returned to the County within two (2) business days of the request by the lowest Bidder. Bidder is responsible for checking the Bid results to determine if they are the lowest Bidder. Failure to return this form within two (2) business days will result in rejection of the Bid by the County. Award will be made to the lowest, responsive, responsible Bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation to Bid, to the Instructions to Bidders, Palm Beach County Code Sections 2-51 through 2-54, as amended and to Florida law. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within two (2) days of the County's request, the Post Bid Information as may be called for herein. Each Bidder must, upon request, provide evidence that, as of the date of Bid Document submission, Bidder, and the listed subcontractors, were qualified to do business in the State of Florida and Palm Beach County.

1. Contractor's Legal Name and Address:

Name: _____

Address: _____

City: _____ State _____ Zip Code: _____

2. Check One: Corporation: _____ Partnership: _____ LLC: _____
Individual: _____ Joint Venture: _____

3. If a Corporation or LLC, state:

Date of Incorporation or Organization _____

State in which Incorporated or Organized _____

4. If an out-of-state corporation or LLC which is currently authorized to do business in the State of Florida, give the date of such authorization: _____

5. Names and Titles of Principal Officers or Managing Members (LLC) Date Elected:

6. If a Partnership, state:

Date of Partnership: _____

Type of Partnership (General or Limited): _____

Names and Addresses of Partners: _____

7. If Joint Venture, state:

Date of Joint Ventureship: _____

Names and Addresses of Joint Venturers:

8. If Sole Proprietorship, state:

Name and Address of Sole Proprietor:

9. List corporate names or business names under which each of the principals in the present corporation have done business for the last ten (10) years:

10. List all subsidiaries or holding companies:

11. Contractor's License: _____ Primary Classification _____

State License No.: _____

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above:

12. What is the maximum bonding capacity of your company?

(A) Capacity (Dollar Amount): _____

(B) Include the company name, phone number, address and name of both your current bonding company and the Attorney-In-Fact who executes the bond: _____

13. Has your organization or any member been involved in any litigation or arbitration within the last ten (10) years as a result of construction contracts, including but not limited to liens, defective performance or workmanship? If yes, provide the following information for each case (attach additional sheets as necessary):

(A) Style or caption of litigation or arbitration: _____

(B) All parties to such proceedings:

(C) Names, Addresses, and Telephone Numbers of Attorneys for each party:

(D) Date Litigation Started: _____

(E) Status of Case: _____

(F) Provide an explanation of each claim by and against each party
(Attach additional sheets as necessary).

14. Have you or any principal of your company ever declared bankruptcy?

Yes _____ No _____

If yes, provide dates and particulars:

<u>Date</u>	<u>Reason</u>

_____	_____
_____	_____
_____	_____

15. Have you, any principal of the present company, or, any entity listed in Item #9 above ever failed to complete work awarded to you, been declared in contract default or, been suspended by a governmental entity from bidding on work or receiving contract awards? If so, where and why?

16. List some major subcontractors and suppliers from your completed or ongoing projects:

17. State the construction experience of your firm's principal members including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

18. State the construction experience of your organization including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

19. State the construction experience of the Superintendent to be assigned to this project including, but not limited to, type, size and completion of projects, including project status (attach additional sheets as necessary):

END OF SECTION

TECHNICAL SPECIFICATIONS FOR

LIMESTONE CREEK

PUBLIC USE FACILITIES

REPLACEMENT

PROJECT NO. 2025ERM01

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DIVISION ONE - GENERAL REQUIREMENTS

SECTION 01001- GENERAL REQUIREMENTS

PART 1 – GENERAL

1.1 THE REQUIREMENT

- A. This Section is made for the explanation and guidance of the work outlined by the contract documents. The omission of reference of any required work by the CONTRACTOR to comply with Federal, State, or Local Regulatory Agencies shall not, however, alter the intent of the Bid Form, or relieve the CONTRACTOR of the necessity or complying with or furnishing such, as part of the Contract.

1.2 RELATED REQUIREMENTS

- A. Section 01300 Submittals.
- B. See Sheet C-2, GENERAL REQUIREMENT NOTES, for additional requirements.
- C. See Sheet S-7, STRUCTURAL NOTES & SCHEDULE, for additional requirements.

1.3 SCOPE OF WORK

- A. The work covered by these specifications comprises in general the furnishing of all supervision, labor, materials, equipment, supplies, tools and manufactured articles of every kind required to conduct the work as described by the contract documents.
- B. The scope of work includes Demolition and Construction of the public use facilities within the Limestone Creek Natural Area. This Project includes the demolition of a 148 foot long boardwalk and fishing pier, covered observation platform and approach, footbridge over Blackwater creek and removal of associated piles, removal of ~50 feet of concrete sidewalk and new construction of the same.
- C. The work includes all transportation and all temporary services, utilities, systems and construction, including those not expressly shown or called for in the Contract Documents, necessary to properly accomplish and complete the work in accordance with the requirements of the Contract Documents.

1.4 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

- A. The Contractor shall be required to (a) commence mobilization (Commencement Date) under this contract within fourteen (14) calendar days after the date of the Notice to Proceed, (b) prosecute the work diligently, and (c) complete Demolition and Construction of the fishing pier, observation platform and approach, footbridge and portions of the sidewalk no later than one hundred fifty (150) calendar days from the

SECTION 01001- GENERAL REQUIREMENTS (continued)

Commencement date (d) the post- construction surveys, demobilization, and site clean-up and restoration not later than one hundred eighty (180) calendar days from Commencement Date. The accepted schedule shall become the contract completion schedule for all purposes including assessment of liquidated damages.

See Section 1.6 of the Bid Form, Bid Form – 4 for additional information.

- B. The scope of work includes work within environmentally sensitive lands and the Contractor shall be required to protect and preserve, to the fullest extent possible, all native ecosystems, soils, plants and animals present on the site.

1.5 PRE-CONSTRUCTION CONFERENCE

- A. The COUNTY shall notify the CONTRACTOR of the date and time of the preconstruction conference. At the conference, the CONTRACTOR shall be oriented to procedures, line of authority and the contractual, administrative and construction matters. The CONTRACTOR, at the Preconstruction Conference Meeting shall provide the COUNTY with the submittals required by Section 01300 Paragraph 1.1.

1.6 WORK PROGRESS SCHEDULE

See the General Requirements.

1.7 LIQUIDATED DAMAGES

The Contractor shall pay liquidated damages as specified in the Bid Form.

1.8 DEFINITIONS

- A. Demobilization: The removal of all equipment and material associated with this Contract from the work locations and doing so in a manner which leaves the work sites in their original condition or in a condition acceptable to the COUNTY.
- B. Environmental Damage and/or Pollution: The presence of chemical, physical, or biological elements or agents which have the potential to adversely affect human health or welfare; unfavorably alter ecological balance, affect other species, or degrade the utility of the environment for aesthetic, cultural, historical, or recreational purposes. The control of pollution and environmental damage require consideration of water, air land, and cultural resources and includes management of construction activities, visual aesthetics, noise, and solid wastes as well as other pollutants. Pollutants include fuels and other hydrocarbons such as hydraulic fluid, paints and solvents; bilge water; solid wastes; and noise.
- C. Project Area: The limits of construction where the Contractor is permitted to work.

SECTION 01001- GENERAL REQUIREMENTS (continued)

- D. Items of Historical or Archeological Value: Man-made or altered artifacts over 50 years old.
- E. Limits of Construction. The maximum extent of encroachment on to adjacent property is to be identified by silt fence, stakes and/or ropes or other acceptable means installed by the CONTRACTOR to designate the area within the Project Area where the CONTRACTOR is permitted to work as approved by the COUNTY.
- F. Work Area. The location within the Project Area where the Contractor is permitted to work identified by established Limits of Construction. Work Area includes storage/staging areas for Contractor's equipment, employee vehicles, areas for the stockpiling of Fill material and areas for the stockpiling of material generated by demolition and/or by clearing and grubbing activities as indicated in Attachment A.

1.9 PERMITS

- A. Copies of all applications/permits are included in Appendix B or as otherwise noted and include:
 - 1. SFWMD General Permit No. 013-GP (MOD)
 - 2. SFWMD Environmental Resource Permit No. 50-07809
 - 3. Building Permits (available from the Palm Beach COUNTY PZ&B Building Division):
PR Number: 2024-040524-0000 Footbridge with concrete and other surfaces
 - 4. Building Permits (available from the Town of Jupiter Building Dept.)
PR Number: 24-082879-MARS Fishing pier
PR Number: 24-082880-COMM Observation Platform with approach
PR Number: 24-003215-EU Construction Permit
 - 5. SFWMD RIGHT-OF-WAY: Key Permit to be requested and obtained by the CONTRACTOR. See Attachment B: Permits **"Means and Methods of Construction; Requirements for a separate Right-of-Way Permit for Temporary Access"**.
- B. Any licenses that are required to be obtained by the Contractor, including, but not limited to occupational licenses, shall be secured and paid for by the Contractor.
- C. The Contractor shall abide by all notes and conditions indicated on the Plans, permit(s) and conditions of site plan approval. The Contractor shall take full responsibility and shall bear all additional costs that arise from the Contractor violating any condition of a permit or from the Contractor causing the COUNTY to violate any condition of a permit. The Contractor shall post permits on the job site for the duration of the project.

SECTION 01001- GENERAL REQUIREMENTS (continued)

- D. The Contractor shall immediately notify the COUNTY of any non-compliance with the permits, easements or terms and conditions of this contract. Any non-compliance noted by the COUNTY shall be brought to the attention of the Contractor and the appropriate regulatory agencies. The responsible regulatory agency will determine the action to be taken and the COUNTY will notify the Contractor. Such actions may include temporarily discontinuing construction of the project. The Contractor shall comply and require all subcontractors to comply with all applicable Federal, State or local laws or regulations, permits, easements and all elements of the Environmental Protection Plan. The Contractor shall be liable for any actions or delays resulting from any violation or non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or subcontractors.
- E. Obtaining and complying with a NPDES permit is a Contractor responsibility. The Contractor shall complete the necessary SWPPP forms. The cost to comply with a NPDES permit shall be incidental to and included in the Line Item for Mobilization in the bid proposal. This pay item shall include any and all costs (including required permitting fee) associated with obtaining and complying with the provisions of all Federal, State and local storm water pollution prevention permits, rules, laws or ordinances, including the preparation and implementation of the SWPPP for the project during construction. Also included is the cost of all construction erosion and pollution control measures not covered under other specific pay items, the cost of performing and executing the joint inspection & maintenance reports, and the execution of the Contractor Certification Form shall be considered incidental to the Line Item for Mobilization.

1.10 INSPECTION NOTIFICATION

- A. The CONTRACTOR shall notify the COUNTY by telephone or e-mail regarding the time and date of the following events a minimum of two (2) business days prior to each event:
 - 1. Mobilization of equipment to the sites.
 - 2. Project layout.
 - 3. Placement of silt fencing and/or turbidity curtain.
 - 4. Demolition.
 - 5. Initiation of pile setting.
 - 6. Construction of fishing pier.
 - 7. Construction of the covered observation platform.
 - 8. Construction of the ADA foot bridge.
 - 9. Installation of concrete pathway.
 - 10. Installation of stone/riprap.
 - 11. Completion of project.
 - 12. Demobilization from the site.

SECTION 01001- GENERAL REQUIREMENTS (continued)

1.11 UTILITIES

- A. There are no known utilities located in the project area. Regardless of information, the CONTRACTOR shall contact Sunshine State One-Call of Florida, Inc. at 1-800-432-4770 a minimum of 48 hours prior to commencing construction activities to determine the location of utilities that may be present in the project area at the Limestone Creek Natural Area.

The CONTRACTOR shall be responsible to ascertain the exact location of all utilities prior to construction regardless of information which may or may not be indicated on the Drawings. Utilities shall be located and marked in the field. The CONTRACTOR shall take whatever steps are necessary to protect the utilities from damage.

The CONTRACTOR shall be responsible to verify all utilities that exist within the project area. Should there be utility conflicts, the CONTRACTOR shall inform the COUNTY and notify the respective utility owners to resolve utility conflicts and utility adjustments, as required. The CONTRACTOR shall fully cooperate at all times with the utility in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible.

At points where the CONTRACTOR's operations are adjacent to utility facilities or other property, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, work shall not be commenced until all arrangements necessary for the protection thereof have been made. The CONTRACTOR shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, or delay, caused by the CONTRACTOR's operations. The COUNTY shall not be held responsible for any damage to any utilities due to any action by the CONTRACTOR.

1.12 WORK HOURS:

- A. Work hours at the project site shall be 7:00 AM to 5:00 PM Monday through Friday, excluding legal holidays. Additional work days and hours maybe requested in writing by the CONTRACTOR for review and approval in writing by the COUNTY and the TOWN OF JUPITER.

1.13 MAINTENANCE OF TRAFFIC

- A. In the CONTRACTOR's use of streets and highways, all work to be done shall conform to all Municipal, COUNTY, State and Federal laws and regulations. The CONTRACTOR shall provide, erect and maintain effective barricades, danger signals and signs on all affected streets or highways for protection of the work and safety of the public.

SECTION 01001- GENERAL REQUIREMENTS (continued)

Maintenance of traffic must conform to the guidelines as shown in the Florida Department of Transportation Roadway and Traffic Design Standards (FDOT), latest revision, in Index No's. 102-600 through 102-680 inclusive.

- B. The CONTRACTOR shall conduct the work to cause minimum disturbance of normal pedestrian and vehicular traffic and is responsible for providing suitable means of access to all public and private properties during all stages of the construction. Other than for an emergency safety condition, the CONTRACTOR must contact the COUNTY and the TOWN OF JUPITER for approval prior to completely blocking off any street to vehicular traffic during construction.
- C. If needed, the CONTRACTOR shall be responsible for preparing a Maintenance of Traffic Plan and obtaining approvals, Right-of-Way permits or otherwise as may be required for roadway activities. Copies of the plans, approvals, and permits shall be provided to the COUNTY at the Pre-construction Conference. Maintenance of Traffic shall be in accordance with Section 102 of the FDOT's Standard Specifications for Road and Bridge Construction, latest edition.
- D. The CONTRACTOR shall locate all heavy equipment, trailers, trucks or the CONTRACTOR's work crew personnel vehicles within the COUNTY approved staging areas or within the project work area, Attachment A.
- E. The CONTRACTOR shall acquire approval for staging within the Right-of-Way by the SFWMD. The COUNTY has designated Conditional Approval areas within the Right-of-Way on Attachment A.

1.14 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

- A. CONTRACTOR is responsible for prevention of turbidity, erosion and sediment control.
- B. Any silt fence, sediment barrier or other means required to prevent turbidity, erosion and control sedimentation shall be incidental to the Pay Item for Mobilization.
- C. All costs (including permitting fees) associated with obtaining and complying with provisions of all Federal, State and local storm water pollution prevention permits, rules, laws or ordinances shall be responsibility of CONTRACTOR, incidental to the Pay Item for Mobilization, and shall be provided by the Contractor at no additional cost to the COUNTY.

1.15 SUBSURFACE INVESTIGATION

- A. CONTRACTOR shall visit the project area and become acquainted with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, all subsurface investigations performed by CONTRACTOR shall be performed at Contractor's expense.

SECTION 01001- GENERAL REQUIREMENTS (continued)

- B. A Geotechnical Investigation for the project has been conducted. This investigation was obtained only for the COUNTY's use in design. For the Contractor's information, geotechnical investigation results are included in Attachment C of these contract documents. The geotechnical investigation is not a warrant of subsurface conditions.

1.16 ENGINEERING AND LAYOUT

- A. The COUNTY will provide design files in PDF format to facilitate the proper layout of the work to the CONTRACTOR. The CONTRACTOR shall make all necessary measurements in the field to insure precise fit of items in accordance with the specifications found in the drawings. The final layout of the project must be approved by the COUNTY before any work commences.
- B. Should reference points or benchmarks fall within construction limits, the CONTRACTOR shall notify the COUNTY for survey coordination, and establish new reference points or benchmarks in locations that will not be affected by the construction and preserved upon completion of construction.
- C. The CONTRACTOR's surveyor shall verify the accuracy of the COUNTY's design files prior to proceeding with work, and establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. The CONTRACTOR's surveyor shall perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, slope stakes, and other reference marks or points necessary to layout and construct app project elements to lines and grades as shown on plans. The cost for survey work shall be incidental to the cost of the items of work performed.

1.17 RECORD DRAWINGS

- A. The CONTRACTOR shall note that this contract includes preparation of "Record Drawings". By definition, "Record Drawings" shall be the electronic information which reflects the as-built conditions of the project recorded at or about the time of the "substantial completion" inspection. The as-built information shall be prepared and certified (i.e., signed and sealed) by a Land Surveyor licensed in the State of Florida, as required by the project.
- B. The as-built information shall indicate (at a minimum), all sidewalk elevations at locations shown on the plans, centerline of boardwalk at 20 foot intervals and all changes, additions or deletions to the original design documents.
- C. The above information shall be collected by survey and collected data shall be referenced on the PDF (.dwg or equivalent) design file of project. Prior to scheduling the "substantial completion" inspection, three (3) sets of signed & sealed As-Built plans, boldly marked in large print and produced on 11 inch x 17 inch paper,

SECTION 01001- GENERAL REQUIREMENTS (continued)

along with electronic PDF (.dwg) files (and .pdf files of same) shall be submitted to the COUNTY for approval.

- D. The CONTRACTOR shall review all permits for this project and the general/special conditions which may call for "Record-Drawings" for a specific agency. The CONTRACTOR is responsible to satisfy the permit requirements in accordance with that agency's policy.
- E. The cost of the location survey, compilation/reproduction of electronic files, plans, and other information necessary to satisfy the above, shall be incidental to the cost of the items of work.

END OF SECTION 01001

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SECTION 01011- UNIQUE REQUIREMENTS

PART 1: GENERAL

1.1 SCOPE

- A. The scope of this section is to convey to the CONTRACTOR unique and unusual stipulations and requirements which have been established for this Project. Some of the stipulations and requirements are a result of negotiations with various entities and organizations which have an interest in this Project. Some requirements are based on technical aspects of the Project which are not otherwise conveyed to the Contractor.

1.2 ENVIRONMENTAL PROTECTION

- A. The CONTRACTOR shall preserve all native vegetation, animals and habitats on the natural area outside the limits of construction. The COUNTY shall survey the project site for animals and plants listed as endangered, threatened, or species of special concern. The COUNTY shall stake, flag, and/or map listed plant species and habitats of listed animals in the project area. The COUNTY and the CONTRACTOR shall discuss all listed species that have been identified during the Pre-Construction Conference. The CONTRACTOR shall contact the COUNTY for clarification if there is any uncertainty as to whether or not a particular plant, animal or animal habitat is native or listed. No trimming, cutting, moving or destruction of listed or other native plant species shall occur without written approval by the COUNTY. The CONTRACTOR shall not disturb soil within branch spread of existing native trees or shrubs that are to remain. If it is necessary to excavate through roots, the roots shall be cut with a sharp ax or chain saw in such a manner as to leave a smooth squared cut surface without jagged, splintered, or broken wood and without any damaged bark. The CONTRACTOR shall perform all work in accordance with this protection protocol. No trimming, cutting, moving or destruction of listed or other native plant species shall occur without written approval by the COUNTY.
- B. The CONTRACTOR shall be liable for penalties for unauthorized damaged to listed plant and animal species and other native plant and animal species on the project site. Damage shall be assessed at the rate of \$10.00 for every square foot of native vegetation damaged that is outside the limits of construction. In addition, damage or destruction of listed vegetation species shall also be assessed at the rate of \$500.00 for every individual plant damaged. Damage or destruction of listed animal species or habitat shall also be assessed at the rate of \$500.00 for every individual listed animal, nest or burrow damaged. Penalties assessed will be deducted from the CONTRACTOR'S pay applications. In addition, the COUNTY shall report damages to listed plant and animal species to the environmental regulatory agency with jurisdiction.
- C. Listed animal species and habitat of immediate concern to the COUNTY that are known to exist in the Limestone Creek Natural Area include, but are not limited to:

SECTION 010,11- UNIQUE REQUIREMENTS (continued)

1. Gopher Tortoise:

The CONTRACTOR shall keep project activities under surveillance, management, and control to prevent impacts to gopher tortoises and their burrows. The CONTRACTOR shall keep all mechanized equipment at least 25 feet from existing gopher tortoise burrows. The CONTRACTOR shall be responsible for reporting to the COUNTY all observation of gopher tortoise or burrowing activities that occur within the limits of construction and for taking appropriate steps to avoid tortoises or burrows, which may include fencing installed at the edge of the Work Area. In the event that a gopher tortoise is observed in the work area, the CONTRACTOR shall cease all construction activities (within the vicinity of the observation) and contact the COUNTY.

All CONTRACTOR'S personnel shall be advised that gopher tortoises are protected as a listed species by the State of Florida under Florida Administrative Code (F.A.C.) Chapter 39-27.002(4). The CONTRACTOR may be held responsible for taking, harming, or harassing the tortoises, their eggs or their burrows as a result of the construction project. The destruction of gopher tortoise burrows constitutes taking under this law except as authorized by specific permit.

2. West Indian Manatee

Turbidity curtains installed within the C-18 Canal waterway shall be maintained and inspected multiple times daily to ensure West Indian Manatees (manatees) do not become trapped within the barrier. If a manatee becomes entrapped, the curtain shall be opened to allow the manatee to leave said enclosure unmolested.

During the construction process, if manatees are observed within 50 feet of the operation, construction activities shall stop until the manatee leaves. The CONTRACTOR shall comply with Florida Fish and Wildlife Conservation Commission's (FWC) "Standard manatee conditions for in-water work" as provided in Attachment D.

Any injured, distressed or dead manatees observed near or within proximity to the construction zones shall be reported to the Florida Fish and Wildlife Conservation Commission; (888) 404-3922 or #FWC on a cell phone. Be prepared to provide the following information;

- When did you see the manatee?
- What is the exact location of the manatee?
 - SW Fork Lox River (C-18 Canal) between Central Blvd. and Island Way bridges, east of the S-46 spillway.

SECTION 01011- UNIQUE REQUIREMENTS (continued)

- What is the approximate size of the manatee?
- What is the location of the public boat ramp closest to the manatee?
 - Burt Reynolds Park, 805 US 1, Jupiter, FL 33477
- Does the manatee have a “tag” attached near its tail?
- Can you provide a contact number where you can be contacted for further information?

1.3 LIMITS OF CONSTRUCTION

- A. The contractor shall install stakes, ropes and/or flags to designate the Limits of Construction. In order to minimize impacts to native vegetation, the CONTRACTOR shall install the Limits of Construction markers prior to commencing work and shall perform all work within the Limits of Construction. The CONTRACTOR shall maintain all Limits of Construction markers during construction. Unless otherwise directed by the COUNTY, the Limits of Construction are depicted in Attachment A and described as follows:
1. Concrete Nature Trails (sidewalk) - 2 feet on each side of the concrete nature trail.
 2. Fishing Pier Boardwalk, Footbridge and Observation Platform – 5 feet on each side of the boardwalk, footbridge and observation platform. Except where rip rap is required, then 2 feet beyond the required rock placement requirement.
 3. Staging and site access routes.
- B. Limit of Construction marking is considered incidental to the project and shall be included in the pay item Mobilization.

1.4 CONSTRUCTION METHODS

- A. Concrete Nature Trails: In order to protect native vegetation, the CONTRACTOR shall not allow concrete trucks or other vehicles to drive outside the Limits of Construction without prior authorization from the COUNTY. During construction, vehicles may drive within the cleared Limits of Construction of the nature trail. Other construction methods for transporting concrete, such as a motorized wheel barrow, may be used to deliver concrete to areas of the nature trail that are not accessible by concrete trucks.
- B. Footbridge: Wet and/or muck conditions may exist in the Blackwater creek during construction of the footbridge. Turbidity curtain installation is required both up and down stream of this structure. To avoid impacts to the soils and vegetation on the Blackwater creek bottom, the CONTRACTOR shall limit all activities in the Blackwater creek to within the Limits of Construction.

SECTION 01011- UNIQUE REQUIREMENTS (continued)

- C. Fishing Pier boardwalk: The fishing pier boardwalk is existing within a mangrove habitat. No mangroves can be trimmed or removed during the Demolition or Construction of this structure. Turbidity curtains are required and paid as part of Mobilization.

1.5 Monitoring of Existing Structures

- A. The CONTRACTOR shall monitor existing structures in accordance with the latest edition of FDOT Standard Specifications for Road and Bridge Construction, Section 108 when installing piles, compacting soils, or conducting other ground disturbing activities. Refer to specific conditions for this Project in Section 03330 Vibration Monitoring.

END OF SECTION 01011- UNIQUE REQUIREMENTS

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SECTION 01150 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 LIMESTONE CREEK PUBLIC USE FACILITIES REPLACEMENT

- A. Unless otherwise specified, Partial Payment for **LUMP SUM (LS)** line items shall not be made. Payment will be based on the number of items completed and accepted.
- B. Partial Payment for **SQUARE YARD (SY)** Line Items shall be paid for based on quantities completed and accepted as measured in the field in square yards.
- C. Partial Payment for **SQUARE FOOT (SF)** Line Items shall be paid for based on quantities completed and accepted as measured in the field in square feet.
- D. Partial Payment for **LINEAR FOOT (LF)** Line Items shall be paid for based on quantities completed and accepted as measured in the field in linear feet.
- E. Unless otherwise specified, Partial Payment for **TONNES (TN)** Line Items shall not be made. Payment will be based on load ticket quantities approved to the COUNTY and placement of material has been accepted.
- F. **RIP RAP WITH BEDDING STONE (TN)**, Payment will be made for costs associated with or incidental to the placement of rip rap boulders and bedding stone. Price and payment shall constitute full compensation for furnishing, washing, handling, hauling, placing and maintaining the stone until final acceptance by the COUNTY. No separate payment will be made for the stockpiling of the stone or preparing the site. Existing rip rap may be reused if it meets plan specifications.
- G. **GEOTEXTILE FABRIC (SF)**. Payment for geotextile filter fabric shall include all costs associated with or incidental to the placement of the fabric. Price and payment shall constitute full compensation for hauling, handling, maintaining, site preparation and placing the fabric until final acceptance by the COUNTY.
- H. **DEMOLITION: FISHING PIER AND BOARDWALK-IPE (~148 FOOT) OVER OXBOW INTO THE SW FORK LOXAHATCHEE RIVER, (LF)**, (Line Item 6 – Payment will be made for costs associated with or incidental to the demolition and removal or staging of the fishing pier. Includes, but not limited to; woodwork, green heart piles and rip rap.
- I. **DEMOLITION: OBSERVATION PLATFORM W/ ROOF & 10-FOOT BOARDWALK APPROACH-IPE, (LS)**, (Line Item 5) – Payment will be made for costs associated with or incidental to the demolition and removal or staging of the observation platform and approach. Includes, but not limited to; woodwork, green heart piles and riprap.
- J. **DEMOLITION: FOOTBRIDGE-IPE OVER BLACKWATER CREEK (20' x 6') ALONG NATURE TRAIL, (LS)**, (Line Item 4) – Payment will be made for costs associated with or incidental to the demolition and removal of the IPE footbridge over Blackwater

SECTION 01150 - MEASUREMENT AND PAYMENT (continued)

creek. Includes, but is not limited to, ADA land connections, woodwork, green heart piles and handicap accessibility ramps.

- K. **CONSTRUCTION: FISHING PIER AND BOARDWALK-IPE (~148 FOOT) OVER OXBOW INTO THE SW FORK LOXAHATCHEE RIVER, (LF)**, (Line Item 10) – Payment will be made for costs associated with or incidental to the construction and installation of the IPE fishing pier over the oxbow, into the Loxahatchee River. Includes, but is not limited to; land connections, woodwork, concrete piles and handicap accessible features.
- L. **CONSTRUCTION: OBSERVATION PLATFORM W/ ROOF AND 10-FOOT BOARDWALK APPROACH, (LS)**, (Line Item 9) – Payment will be made for costs associated with or incidental to the construction and installation of the IPE observation platform w/ roof and approach overlooking the Loxahatchee River. Includes, but is not limited to; land connections, woodwork, concrete piles and handicap accessible features.
- M. **CONSTRUCTION: FOOTBRIDGE-IPE (27 FT X 6 FT) OVER BLACKWATER CREEK, (LS)**, (Line Item 8) – Payment will be made for costs associated with or incidental to the construction and installation of the IPE footbridge over the Blackwater creek. Includes, but is not limited to; ADA land connections, woodwork, concrete piles and handicap accessible features.
- N. **MOBILIZATION & DEMOBILIZATION, (LS)**, (Line Item 1) - Payment will be made for costs associated with or incidental to mobilization and demobilization, which includes but is not limited to: fencing, barricades, limits of construction marking, deployment of silt fencing, implementation of erosion and sediment control best management practices (BMPs), securing, and restoration of the project area and staging site. Staging site to be responsibility of Contractor. Payment shall include cleanup and restoration of the project area and staging site as nearly as possible to original condition. Application for Progress Payment for Mobilization is covered in the General Conditions, GC-68.
- O. **CONSTRUCTION SURVEYS & AS-BUILT DRAWINGS, (LS)**, (Line Item 2) - Payment shall be made for all costs associated with or incidental to all survey work, including establishment of horizontal and vertical control, project delineation, as-built drawings, reproduction, and signing and sealing of the surveys. Includes Construction and Completion Certifications to Permitting Agencies, if required. Partial Payment shall be made as a percentage of the actual contract completed.
- P. **VIBRATION MONITORING, (LS)**, (Line Item 15) – Payment shall be made for all costs associated with or incidental to completion of the installation/removal of equipment required for monitoring, any necessary structural inspections and submittal of required reports by the Specialized Engineer to the COUNTY.

END OF SECTION 01150- MEASURE AND PAYMENT

SECTION 01300 - SUBMITTALS

PART 1 – GENERAL

1.1 REQUIRED PRECONSTRUCTION SUBMISSIONS

- A. Per the Construction Schedule section of the General Conditions, the CONTRACTOR shall submit to the COUNTY for acceptance a short-term schedule in the form of a bar chart indicating initial activities of the Project within twenty-one (21) calendar days after the Issuance of the Notice to Proceed and prior to the Pre-Construction Conference and before beginning any work activities,
- B. Within twenty-one (21) days after the issuance of the Notice to Proceed, prior to the Pre-Construction Conference and starting work, the CONTRACTOR shall provide the COUNTY with the following:
 - 1. Letter of Understanding: The CONTRACTOR will confirm that he has read, understands, and will abide by all terms and conditions of this contract and all of the permits, plans and technical specifications specifically the requirements for time requirements, liquated damages and any applicable ordinances, statutes, laws, rules, regulations and standards (i.e., OSHA), which may affect this project and that he shall take responsibility for ensuring that its subcontractors have the same understanding and agree to abide by the same terms and conditions.
 - 2. Copies: All required licenses, permits and certifications.
 - 3. Contact List: The CONTRACTOR shall provide the COUNTY with 24 hour contract information for Prime Contractor and all subcontractors proposed for the work. Any changes to Contact List shall be submitted to COUNTY within 24 hours for duration of Contract.
 - 4. Environmental Protection Plan: See 1.2 of Tech Specs
 - 5. Quality Assurance (QA) Plan: See Section 01300., 1.3 of Tech Specs
 - 6. Safety Plan: See Section 01300., 1.4 of Tech Specs
 - 7. Operations Plan: See Section 01300., 1.5 of Tech Specs
 - 8. South Florida Water Management Right-of-Way Access Permit: See Attachment B: Permits "Means and Methods of Construction; Requirement for a separate Right-of-Way Permit for Temporary Access"

1.2 ENVIRONMENTAL PROTECTION PLAN

- A. Environmental Protection Plan: The CONTRACTOR shall prepare an Environmental

SECTION 01300 – SUBMITTALS (continued)

Monitoring and Protection Plan addressing the prevention of environmental damage and pollution resulting from all operations under this contract. The Plan will be discussed at the Pre-Construction Conference and the COUNTY may, at their discretion, specify revisions to be incorporated by the CONTRACTOR. COUNTY approval of the Plan shall be a required prerequisite to the start of construction. The CONTRACTOR's Project Manager (or designee) shall be responsible for the implementation of the Plan and shall attend the Pre-Construction Meeting. This item and the associated work shall be performed at the expense of the CONTRACTOR.

1. The Environmental Protection Plan shall be dated and endorsed by the individual in charge of the construction and shall include, but not be limited to, the following:
 - a. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
 - b. Methods for Protection of Features and Habitats to be Preserved within Authorized Work Areas. The CONTRACTOR shall prepare a listing of methods to protect existing resources, i.e. all vegetation, landscape features, air, water quality, wildlife (Gopher tortoise), soil, and historical, archeological and cultural resources.
 - c. Procedures to be implemented to provide the required environmental protection and to comply with the applicable permits, laws, and regulations. The CONTRACTOR shall provide written assurance that immediate corrective action will be taken to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
 - d. Identification: A statement identifying person(s) who will be responsible for implementation of the Environmental Protection Plan. The Contractor personnel responsible shall report directly to the Contractor's top management and shall have the authority to act for the Contractor in all environmental protection matters.
 - e. A statement acknowledging that the Contractor is responsible for environmental protection, including all of the Contractor's personnel and subcontractors.

SECTION 01300 – SUBMITTALS (continued)

- f. Turbidity Control and Monitoring Plan: The Environmental Monitoring and Protection Plan shall address Turbidity Control and shall include the monitoring locations, methods for deployment and securing turbidity curtains during excavation, dredging and construction operations. The Monitoring Plan shall describe all monitoring activities required by the contract and any and all associated permit conditions, statutes, regulations and licenses. The Monitoring Plan shall incorporate a Quality Control section for each monitoring activity noting any and all Quality Control measures.
 - i. Deployment of Turbidity Curtain: The CONTRACTOR is responsible for meeting water quality standards as they apply to Waters of the State. The CONTRACTOR shall supply and use a turbidity curtain(s) or other turbidity control devices at any time during the course of the project when there is a potential for water quality violations. In addition, the CONTRACTOR shall have turbidity measuring equipment and someone knowledgeable in its use on site when turbidity-generating activities are occurring.
 - ii. When a turbidity curtain is used, the CONTRACTOR shall ensure that it is effectively anchored and does not damage native vegetation OR interfere with the West Indian Manatee (See Sec. 01011 UNIQUE REQUIREMENTS, 1.2., C., 2.). The CONTRACTOR shall monitor turbidity curtains daily to ensure proper functioning and shall retrieve the turbidity curtains as part of site restoration.
 - iii. The CONTRACTOR shall maintain a turbidity curtain and monitor it so that it does not interfere with the proper functioning of the C-18 Canal (SW Fork of the Loxahatchee River).
 - iv. The CONTRACTOR shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction and permanent control measures shall be completed within seven (7) days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving water

SECTION 01300 – SUBMITTALS (continued)

body exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established.

2. Stormwater Pollution Prevention Plan (SWPPP): The CONTRACTOR is responsible for maintaining, obtaining and complying with the provisions of all Federal, State and local storm water pollution prevention permits, rules, laws or ordinances, including the preparation and implementation of the SWPPP for the project during construction. The SWPPP shall address all construction erosion and pollution control measures, performing and executing joint inspection & maintenance reports, and the execution of the Contractor Certification Form. SWPPP control requirements for this contract are the responsibility of the CONTRACTOR and incidental to the pay item for mobilization.

B. Resources Protection:

1. Property and Vegetation Protection: The COUNTY shall identify all property resources to be preserved within the CONTRACTOR's work areas. The CONTRACTOR shall not remove, cut, deface, injure, or destroy land resources including, but not limited to trees, shrubs, grasses, top soil, structures, and land form unless directed to do so by the COUNTY in the plans. The CONTRACTOR shall be responsible for the replacement of any damaged or destroyed property or vegetation, to the satisfaction of the COUNTY. Failure to replace damaged or destroyed property or vegetation by the CONTRACTOR shall result in replacement by the COUNTY; and the cost of replacement shall be deducted from monies due or to become due to the CONTRACTOR. The CONTRACTOR shall be liable for any non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or subcontractors.
2. Protection of Fish and Wildlife Resources: No intentional harassment, killing, or disturbing of wildlife by the CONTRACTOR or his employees is allowed. In the event any wildlife is disturbed or injured, the CONTRACTOR shall notify the COUNTY immediately.
3. Avoidance of Protected Species: The CONTRACTOR shall avoid impacts to any threatened or endangered species including gopher tortoises, West Indian Manatee and other endangered species when observed. The contractor shall instruct all personnel associated with construction of the project about the presence of manatees in the vicinity of project and unloading areas and the need to avoid collisions with these animals. All personnel should be advised there are civil and criminal penalties for

SECTION 01300 – SUBMITTALS (continued)

harming, harassing, or killing endangered species or damaging native vegetation. The CONTRACTOR shall immediately stop work and notify the COUNTY and Florida Fish and Wildlife Conservation Commission.

4. Pollution Prevention: The CONTRACTOR shall continuously monitor and manage all construction activities to comply with the following environmental requirements for pollution prevention:
 - a. Pollution Control Facilities: The CONTRACTOR shall maintain constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities continue.
 - b. Air: The CONTRACTOR shall make all possible efforts to minimize air pollution. All activities, equipment, processes, and work operated or performed by the CONTRACTOR in accomplishing the specified construction shall comply with all applicable air pollution standards.
 - c. Noise: The CONTRACTOR shall make all possible efforts to minimize noise. All hauling and excavating equipment, including excavations and booster pumps, used on this work shall be equipped with satisfactory mufflers or other noise abatement devices. The CONTRACTOR shall conduct these operations so as to comply with all Federal, State, and local laws pertaining to noise. The use of horns, whistles, signals, shall be held to the minimum necessary in order to ensure as quiet an operation as possible while maintaining safety on the job site.
 - d. Solid Wastes: Solid wastes (trash) shall be placed in containers, which the Contractor shall empty on a regular schedule. All handling and disposal shall be conducted to prevent contamination. No steel, cables, wire, pipe, drums or any other debris shall be disposed overboard into the water.
 - e. Fuel Dispensing: Secondary containment which is capable of holding 110 % of tank contents must be provided for each fuel storage tank and placed on a level surface. Fuel dispensing areas shall have available a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners directly below the bib. Edges of the pans shall be 8-inch minimum in depth to ascertain that no contamination of the ground takes place. Pans shall be emptied immediately after every dispensing of

SECTION 01300 – SUBMITTALS (continued)

fuel. Should any spilling of fuel occur, the Contractor shall immediately excavate the contaminated ground and deliver it to an approved processing facility.

- f. Oil and Hazardous Material Spills and Containment: All hazardous material spills, including hydraulic fluid spills, shall be immediately reported to the COUNTY. All hazardous material spills shall be immediately cleaned up in accordance with all applicable laws and regulations.
 - g. Sanitary Facilities: The CONTRACTOR shall supply and maintain temporary sanitary facilities, as needed for the use of employees and subcontractors. The facilities shall be serviced regularly. The facilities shall be removed at the end of the project.
- C. Historical, Archeological, and Cultural Resources: If during construction activities, the CONTRACTOR observes or encounters items that may have historical or archeological value; such items shall be reported immediately to the COUNTY so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition is required. The CONTRACTOR shall cease all activities that may result in the destruction of these resources and shall prevent his employees and subcontractors from trespassing on, removing, or otherwise damaging such resources. The CONTRACTOR shall report any observed unauthorized removal or destruction of such resources by any person to the COUNTY.

1.3 QUALITY ASSURANCE (QA) PLAN

- A. The CONTRACTOR shall be solely responsible for assuring the quality of all work conducted by the contractor or their subcontractors in association with the contract for this project. The CONTRACTOR shall designate a Quality Assurance (QA) Officer for this contract, and the QA Officer shall assume responsibility for compliance with all requirements of this contract including permit conditions, easements, statutes, laws and applicable regulations. The CONTRACTOR shall prepare a Quality Assurance Plan specifying Quality Control (QC) procedures for all critical components of the work. The CONTRACTOR shall provide the COUNTY access to all QC procedures, data, and reports at any time at the request of the COUNTY. The QA Plan shall include survey methods.

The QA Plan will be discussed at the Pre-Construction Meeting and the CONTRACTOR shall revise the QA Plan at the discretion of the COUNTY. The CONTRACTOR shall maintain the QA Plan and all QC procedures in accordance with any changes made by the COUNTY throughout the term of the contract.

SECTION 01300 – SUBMITTALS (continued)

B. DAILY REPORTING REQUIREMENTS

1. Contractor's Daily Quality Control Report: The CONTRACTOR shall prepare Daily Reports to record all work activity, weather conditions, and personnel, materials delivery and equipment onsite. The Contractor shall use the Daily Report Forms in Attachment E and submit Daily Reports to the COUNTY by noon the following business day.

1.4 SAFETY PLAN

- A. The CONTRACTOR shall specify all safety inspection procedures and designate personnel responsible for supervising accident prevention activities and insuring compliance with safety measures. The CONTRACTOR shall provide a Safety Plan which shall include but not be limited to the following:

1. Letter of Appointment: Designating a Safety Officer(s), describing responsibilities, providing qualifications, and delineating the line of authority and organizational reporting requirements of the Safety Officer.
2. OSHA Standards: The CONTRACTOR shall review the latest Corps of Engineers Manual, General Safety Requirements EM 385-1-1, and the latest Occupational Safety and Hazard Agency (OSHA) standards and become fully knowledgeable of the personal protective equipment that must be provided workers and shall be familiar with the safety standards applicable to the prevention of accidents during the construction of this project and shall comply with all applicable provisions.
3. Medical Emergencies Plan: The criteria for designating a medical emergency and the procedures to be followed shall be specified by the CONTRACTOR. These procedures shall include local information relative to emergency treatment facilities and methods of transporting personnel if necessary.
4. Hurricanes, Severe Storms, and Tropical Storms Plan: The CONTRACTOR shall monitor the NOAA marine weather broadcasts and other local commercial weather forecasting services during construction operations. The CONTRACTOR shall notify the COUNTY at the time of any decision to move equipment in preparation for potential storms. The CONTRACTOR shall submit to the COUNTY the following information in the hurricane and storm procedures plan:
 - a. Weather Conditions for Terminating Operations: The CONTRACTOR shall provide a list of the equipment for use on this project and specify the conditions and schedule (e.g. wind

SECTION 01300 – SUBMITTALS (continued)

speed, water elevation, etc.) under which operations will be terminated and equipment will be secured.

- b. Prioritized Methods for Storm Preparations: The CONTRACTOR shall provide a schedule and prioritized list of actions to be taken in the event of an impending storm. The CONTRACTOR shall specify how each piece of equipment will be secured in place or moved to a safe location. The CONTRACTOR shall indicate action upon the following events:
 - i. Action to be taken within 24 hours of a severe or tropical storm.
 - ii. Action to be taken within 72 hours of an impending hurricane.
- 5. Fire Extinguisher: The CONTRACTOR is specifically required to provide a fire extinguisher on all mobile construction equipment with a basic minimum extinguisher rating of 80-B:C to 120-B:C.
- 6. Backup Alarms: The CONTRACTOR shall operate and maintain backup alarms on all land based mobile construction equipment.
- 7. Accidents: All accidents causing personal injury or property damage shall be reported to the COUNTY immediately. The CONTRACTOR shall provide, at the site, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the performance of the work, on or adjacent to the site, which causes death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone of the COUNTY.

1.5 OPERATIONS PLAN

An operations plan that describes the order of work required for the CONTRACTOR to perform within the Work Area. Operations plan shall address maintenance of traffic, include methodologies and type and amount of equipment and manpower required to demolish, remove and dispose of the sidewalk, footbridge, fishing pier and observation platform, stockpiling, maintaining the stockpile and securing the stockpile and construction of the new sidewalk, footbridge, fishing pier and observation platform. The CONTRACTOR shall not begin construction until the COUNTY has approved the Operations Plan.

- A. Maintenance of Traffic: If needed, the CONTRACTOR shall be responsible for preparing Maintenance of Traffic Plan. The CONTRACTOR shall submit the Traffic Plan at the Pre-

SECTION 01300 – SUBMITTALS (continued)

construction Conference. The Traffic Plan shall address traffic maintenance at the project area.

- B. Construction Methodology: The methodology shall include all methods and equipment the Contractor will use to construct all components of the Limestone Creek Project with minimal disruption to the adjacent environmentally sensitive lands.
- C. Staging Plan: The Staging Operation Plan shall include security and signage, protection of existing utilities and resources, traffic maintenance, equipment list, construction schedule, truck access, methodology for unloading trucks, maintaining the stockpile and post construction site restoration the Contractor will perform during the project.
- D. Demolition Plan: The Demolition Plan shall include all methods and equipment the CONTRACTOR will use to complete all demolition activities prior to substantial completion of the project including removal, transportation, and off-site disposal of all materials generated from demolition of the existing concrete sidewalk, wood boardwalk and observation platform.
- E. Work Progress Schedule: Include Work Progress Schedule Conforming to the Construction Schedule of the General Conditions.

1.6 LIST OF ADDITIONAL SUBMITTALS DURING CONSTRUCTION

The following List of Submittals shall be provided for review and approval by the COUNTY prior to construction of the respective work:

- 1. Concrete pile manufacturer Precast/Pre-stressed Concrete Institute (PCI) Plant Certification, or approved equal.
- 2. Pile Driving Inspection/Observation Consultant's approval of Contractor's driving equipment (hammer approval).
- 3. Maximum Density and optimum moisture content of soil per modified Procter test, minimum 1 test per soil type (sidewalk construction).
- 4. Soil Density testing (compaction test) at new sidewalk, minimum 1 test per 200 feet of new sidewalk construction.
- 5. Concrete cylinder test, first truck and every 50 CY thereafter.
- 6. Concrete mix design.
- 7. All fasteners (bolts, screws, nails).

SECTION 01300 – SUBMITTALS (continued)

8. All connectors (straps, hangers, buckets).
9. All welded components, provide shop drawings for review and approval.
10. All lumber.
11. Preformed metal roof and flashing manufacture specifications.
12. Stone testing results.
13. Filter fabric manufacture specifications.

END OF SECTION 01300- SUBMITTALS

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SECTION 01505 - MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This section covers the work necessary to move in and move out personnel and equipment, set up and remove temporary facilities, place and remove limit of construction marking, and site restoration, and removal of pilings for turbidity curtains.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide all materials and equipment required to accomplish the work as specified.

PART 3 – EXECUTION

3.1 GENERAL

- A. The CONTRACTOR shall perform the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities.

Preparatory work and operations in mobilizing shall include limits of construction marking, deployment of silt fencing, staging barricades and turbidity curtains, implementation of erosion and sediment control best management practices (BMPs), and securing the project site. Securing of the site, at minimum, shall include the COUNTY closing the Church Street Parking lot and 6 pedestrian access points. The CONTRACTOR shall provide a minimum of ten (10) No Trespassing/ Felony Construction signs. The COUNTY will install provided signage and necessary, free standing chain link sections at three locations to abate non-construction access. The COUNTY has provided two maps to indicate the location of these access areas and staging areas for the CONTRACTOR. Refer to Attachment A: Work Area

The costs of bonds and any required insurance and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall be included in and incidental to the pay item for mobilization, and shall be provided by the CONTRACTOR at no additional cost to the COUNTY.

- B. The CONTRACTOR shall be familiar with the weight of all equipment and weight restrictions of all roadways and bridges that are necessary to mobilize to the excavation, staging and work areas.

SECTION 01505 - MOBILIZATION AND DEMOBILIZATION (continued)

- C. The CONTRACTOR shall implement best management practices for erosion, turbidity, and other pollution control to prevent violations of state water quality standards at all areas.
- D. Some obstructions may not be shown. Bidders are advised to carefully inspect the existing facilities before preparing their proposals. The removal and replacement of minor obstructions shall be anticipated and accomplished, even though not shown or specifically mentioned.

3.2 CONTAMINATION PRECAUTIONS

- A. Avoid contamination of the project areas. Do not dump waste oil, rubbish, or other similar materials on the ground.

3.3 CLEANUP OF CONSTRUCTION AREAS

- A. Upon completion and acceptance of work, remove from staging and work areas all debris, unused materials, temporary construction buildings, and other miscellaneous items resulting from or used in the operations. Replace or repair any facility which has been damaged during the construction work. Restore the areas to original condition. Restoration of project site and staging areas shall be the CONTRACTOR's responsibility and included in and incidental to the pay item for mobilization and shall be provided by the CONTRACTOR at no additional cost to the COUNTY.

3.4 PAYMENT

- A. Payment for mobilizing and demobilizing all equipment to the site shall be the lump sum price stated in the CONTRACTOR'S Bid. Payment shall include post-construction cleanup, fencing barricades, limit of construction marking, "Felony No Trespassing Construction" signage, deployment of silt fencing, turbidity barriers, implementation of erosion and sediment control, best management practices (BMPs), NPDES compliance, securing and restoration of the project area, stockpile and staging areas. Payment shall include all work and expenses not included in other bid line items.

END OF SECTION 01505 – MOBILIZATION AND DEMOBILIZATION

END OF DIVISION ONE

DIVISION TWO - SITE WORK

SECTION 02011 – SIDEWALK, FISHING PIER, OBSERVATION PLATFORM AND FOOT BRIDGE **DEMOLITION**

PART 1 – GENERAL

1.1 SCOPE

- A. The work to be performed under this item shall consist of the demolition for portions of the existing concrete sidewalk and the entire; foot bridge, fishing pier, observation platform with approach and complete removal of the associated wood pilings, concrete and connective hardware associated with these structures. All work shall be in accordance with the Contract Documents and shall be demolished and removed by the Contractor, at the Contractor's expense.
- B. Existing Rip-Rap material shall be removed for the placement of the Filter Fabric as required in Section 02300, Part 3.1,D. This material may be used to augment the Bedding Stone requirements as specified in Section 02300 Part 2.1, A.2 and the Construction plans.
- C. Removal and disposal of any existing Rip-Rap material not reused for the Public Use rebuild shall be at the CONTRACTOR's expense.

1.2 RELATED WORK

- A. Section 02201 – Excavation, Backfilling and Compaction

1.3 COORDINATION

- A. The CONTRACTOR shall carefully coordinate the demolition in areas where existing facilities shall remain operational.
- B. The CONTRACTOR shall note that Drawings used to indicate demolition are not based on record drawings. The Drawings show existing conditions and clarify the scope of work as much as possible. Prior to bidding the CONTRACTOR shall conduct a review to verify the correctness and exactness of the Drawings and scope of demolition work required to complete project to lines and grades shown on the drawings.

While demolition is being performed, the CONTRACTOR shall erect and maintain fences, warning signs, barricades, and other devices around the area as required for the protection of the Contractor's employees, COUNTY personnel and the public. The CONTRACTOR shall remove all such protection when demolition activities are complete, or as work progresses, or when directed by the COUNTY.

SECTION 02011 – SIDEWALK, FISHING PIER, OBSERVATION PLATFORM AND FOOT BRIDGE
DEMOLITION (continued)

1.4 SUBMITTALS

- A. All submittals shall be in accordance with Section 01300 – Submittals. Demolition activities and procedures shall be submitted to the COUNTY for approval. The procedures shall provide for safe conduct of the work, careful removal, disposition of materials and equipment and protection of environmentally sensitive lands, which are to remain undisturbed. The procedures shall include a detailed description and time schedule of the methods and equipment to be used for each operation and the sequence of operation.
- B. The CONTRACTOR shall be responsible for the offsite disposal of all material in compliance with all local, state and federal codes and requirements. No debris, excess materials or equipment shall be disposed on-site.

1.5 SEQUENCING

- A. Sequencing shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall be required to complete all demolition activities prior to substantial completion of the project; including removal, transportation and off-site disposal of all materials generated from demolition of the existing concrete sidewalk, foot bridge, fishing pier and observation platform with approach.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Provide all materials and equipment required to accomplish the work as specified.

PART 3 – EXECUTION

3.1 GENERAL

- A. Payment for demolition line items shall be either by cost per linear foot or by lump sum price as stated in the Proposal for Demolition line items. Payment shall include off-site disposal fees of all materials generated from demolition of the existing concrete sidewalk, footbridge, observation platform and fishing pier.

END OF SECTION 02011- SIDEWALK, FISHING PIER, OBSERVATION PLATFORM AND FOOT BRIDGE
DEMOLITION

SECTION 02201 – EXCAVATION, BACKFILLING AND COMPACTION

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Excavate/backfill and fill to line, grade and configuration as shown in the plans and specifications for proposed concrete sidewalks and concrete foundations.
- B. Compact fill materials in an acceptable manner as stated herein.

1.2 REFERENCES

- A. FDOT Standard Specifications for Road and Bridge, latest edition, Section 120, "Excavation and Embankment".
- B. American Association of State Highway and Transportation Officials (AASHTO) latest edition.
- C. Permit GP-013 SFWMD Riprap System Section 02370

1.3 QUALITY ASSURANCE

- A. The CONTRACTOR shall be required to retain a materials testing laboratory acceptable to the COUNTY and certified by Palm Beach COUNTY to perform all material testing. CONTRACTOR shall pay for initial test in a specific location; if failure occurs, CONTRACTOR also shall pay for all re-testing. In the event COUNTY chooses to perform additional testing CONTRACTOR shall cooperate with the COUNTY's testing laboratory and permit full rights of entry and inspection. Retainage of a secondary testing laboratory by COUNTY will be paid for by the COUNTY.

1.4 SUBMITTALS

- A. The CONTRACTOR shall supply the COUNTY copies of all laboratory test results.

PART 2 – PRODUCTS

1.1 MATERIALS

- A. Topsoil shall be excavated material, graded free of roots, rocks larger than one inch, debris, large weeds and meeting the requirements of these specifications.
- B. Subsoil shall be excavated material, graded free of lumps larger than six inches, rocks larger than three inches and debris.

SECTION 02201 – EXCAVATION, BACKFILLING AND COMPACTION (continued)

PART 3 – EXECUTION

3.1 PREPARATION

- A. Identify all lines, elevations and grades necessary to construct sidewalks and footings as shown in the plans and specifications.
- B. Carefully protect benchmarks, property corners, monuments or other reference points.

3.2 GRADING

- A. Areas exposed by excavation or stripping and on which subgrade preparations are to be performed shall be scarified to minimum depth of 8" and compacted to a minimum of 95% of optimum density, in accordance with AASHTO T-180, at a moisture content of not less than 1% below and not more than 3% above the optimum moisture content. Areas of failure shall be excavated and re-compacted in accordance with the Drawings.
- B. Fill materials used in preparation of subgrade shall be placed in lifts or layers not to exceed 12" loose measure and compacted to a minimum density of 95% of optimum density, in accordance with the Drawings.
- C. Finish grades shall be finished in accordance with the lines, grades, and elevations shown. The degree of finish for graded areas shall be within plus/minus 0.1 foot of the grades and elevations indicated. CONTRACTOR to provide engineering and field staking necessary for verification of lines, grades and elevations.

3.3 TESTING

- A. Maintain optimum moisture content of fill materials to attain required compaction density, in accordance with AASHTO T-180.
- B. Concrete Footer: One (1) compaction test shall be required at each concrete footer, four (4) footers are specified for installation.
- C. Sidewalk: Three (3) separate sections of sidewalk are designated for installation. One (1) compaction test shall be completed at each section per 10 linear feet proposed.
- D. If compaction requirements are not complied with at any time during construction process, the Contractor shall remove and re-compact deficient areas until proper compaction is obtained at no additional expense to the COUNTY.

SECTION 02201 – EXCAVATION, BACKFILLING AND COMPACTION (continued)

- E. The CONTRACTOR shall provide passing test results to the COUNTY 3 days prior to installing the subsequent work elements.

END OF SECTION 02201- EXCAVATION, BACKFILLING AND COMPACTION

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SECTION 02300 – STONE AND GEOTEXTILE (COUNTY OWNED LAND)

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. This section describes the CONTRACTOR supplied products and materials to be used for the construction of rock structures associated with the footbridge on COUNTY owned land in accordance with the Contract Documents.
- B. Work elements shall include, but not be limited to, the following:
 - 1. Supply of stone and geotextile
 - 2. Transport of stone and geotextile
 - 3. Base preparation
 - 4. Limitations of placement procedures
 - 5. Placement of geotextile/filter fabric
 - 6. Placement of bedding stone
 - 7. Placement of Rip-Rap stone
- B. The cost of rip-rap stone and bedding stone shall include all costs associated with or incidental to placement of the stone. Price and payment shall constitute full compensation for furnishing, washing, hauling, handling, placing and maintaining the stone until final acceptance by the COUNTY.
- C. Payment for geotextile filter fabric shall include all costs associated with or incidental to the placement of the fabric. Price and payment shall constitute full compensation for hauling, handling, maintaining and placing the fabric until final acceptance by the COUNTY.

1.2 REFERENCES

- A. FDOT Standard Specifications for Road and Bridge, latest edition, Section 120, "Excavation and Embankment".
- B. American Association of State Highway and Transportation Officials (AASHTO) latest edition.
- C. FDOT Standard Specifications for Road and Bridge Section 530 "Reventment Systems".

SECTION 02300 – STONE AND GEOTEXTILE (COUNTY OWNED LAND) (continued)

PART 2 – PRODUCTS

2.1 STONE

A. Stone materials include the following:

1. Rubble Rip-Rap, Ditch lining, FDOT Section 530-2.1.3.2; material to be used at the FOOTBRIDGE

Weight Maximum Pounds	Weight 50% Pounds	Weight Minimum Pounds	Minimum Blanket Thickness in Feet
75	30	4	Plans 1.5'
Ensure that at least 97% of the material by weight is smaller than Weight Maximum Pounds. Ensure that at least 50% of the material by weight is greater than Weight 50% Pounds. Ensure that at least 85% of the material by weight is greater than Weight Minimum Pounds.			

2. Bedding Stone, FDOT Section 530-2.1.4

Standard Sieve Sizes – Inches	Individual Percentage by Weight Passing
12 inches	100
10 inches	70 to 100
6 inches	60 to 80
3 inches	30 to 50
1 inches	0 to 15

- B. All stone shall be durable material and approved by the COUNTY. The CONTRACTOR shall show that an adequate quantity of material is available from the proposed source.
- C. Sources: Stone may be furnished from any FDOT Certified pit designated by the CONTRACTOR and accepted by the COUNTY, subject to the conditions herein stated. The CONTRACTOR shall designate in writing a source or combination of sources from which to furnish stone. It is the CONTRACTOR's responsibility to determine that the stone source or combination of sources selected is capable of providing the quality, quantities and gradation needed and at the rate needed to maintain the scheduled progress of the work. If a stone source, so designated by the CONTRACTOR, is not accepted for use by the COUNTY, the CONTRACTOR shall be responsible for locating and performing testing of stone from other sources at no additional cost to the COUNTY.

SECTION 02300 – STONE AND GEOTEXTILE (COUNTY OWNED LAND) (continued)

- D. Acceptance of Materials: Acceptance of a source shall not be construed as acceptance of all material from that source. The COUNTY reserves the right to reject stones from certain localized areas, zones, strata or channels when such stones are unsuitable for use as determined by the COUNTY. During the course of the work, it is the responsibility of the CONTRACTOR to monitor and insure that all stone being used meets the specifications required by the Contract Documents. The COUNTY also reserves the right to reject individual stones at the quarry, all transfer points and at the project construction site when such stones are determined to be unsuitable. During the course of the work, stones may be tested by the COUNTY.
- E. Testing:
1. The CONTRACTOR shall perform physical property and gradation tests on each stone type at the source/quarry. Testing shall be performed at a minimum frequency of one sample per 5,000 tons, or portions thereof, for each stone type from each stone source.
 2. The CONTRACTOR shall notify the COUNTY not less than three (3) business days in advance of sampling and testing events so that the COUNTY can have the opportunity to be present.
 3. Regardless of the COUNTY'S presence, the CONTRACTOR shall perform the tests and provide reports documenting the test results to the COUNTY. The reports shall clearly correlate the project specification with respect to the test results. The test results shall be certified by a Florida licensed professional engineer or by a Florida licensed professional geologist stating that "the stones have been sampled and tested in accordance with industry standards and comply with the project specifications."
 4. The sample shall be collected in a random manner which will provide a sample which accurately reflects the actual gradation arriving at the jobsite. If collected by the truckload, each truckload shall be representative of the gradation requirements.
 5. Failure of a test on the initial sample and on an additional sample will be considered cause for rejection of the stone source and/or quarry process, and all stone represented by the failed tests shall be set aside and not incorporated into the work. Any additional tests required because of the failure of an initial test sample will not be considered as one of the other required tests.
- F. Submittal: Certified physical property and gradation test results for each stone type; riprap and bedding stone, from each stone source shall be submitted to the COUNTY for review and written approval by the COUNTY at least fifteen (15) calendar days prior delivery of materials to the staging area.

SECTION 02300 – STONE AND GEOTEXTILE (COUNTY OWNED LAND) (continued)

2.2 FILTER FABRIC

- A. The CONTRACTOR shall supply filter fabric in accordance with FDOT specifications Section 985 (Geosynthetic Materials). Filter fabric shall be placed below stone materials to the lines and grades shown on the contract plans.
- B. General Requirements: The geosynthetic material shall be a woven monofilament material consisting of long-chain polymeric filaments or yarns such as polypropylene, polyethylene, polyester, polyamides or polyvinylidene chloride formed into a stable network such that the filaments or yarns retain their relative position to each other. The base plastic shall contain stabilizers and/or inhibitors to make the filaments resistant to deterioration due to ultra-violet light, heat exposure and potential chemically damaging environment. The edges of the material shall be selvage or otherwise finished to prevent the outer yarn from pulling away from the material and shall be free of any treatment which may significantly alter its physical properties.

Geosynthetic materials shall be packaged in a protective covering sufficient to protect the material from temperatures greater than 140 degrees Fahrenheit, sunlight, dirt and other debris during shipment and storage. The manufacturer's name, product name, style number, roll dimensions and LOT numbers must be clearly labeled on all packaging.

- C. Acceptance of Materials: Acceptance of a geosynthetic material shall not be construed as acceptance of all materials from that source. The COUNTY reserves the right to reject material, when such materials are unsuitable for use as determined by the COUNTY. During the source of the work, it is the responsibility of the CONTRACTOR to monitor and insure that all materials being used meet the specifications required by this document. The COUNTY also reserves the right to reject materials at the source, all transfer points and at the project construction site when such material is determined to be unsuitable. During the course of the work, materials may be tested by the COUNTY.
- D. Physical Requirements: Each geosynthetic material shall be tested by an independent third party in accordance with the following methods as they apply to the specific application type. All testing and reported values, except apparent opening size (AOS), are to be minimum average roll values in the weakest principal direction unless indicated otherwise. Values for AOS are maximum average roll values. The test methods and requirements shown in the table shall be for Types D-1, Class A geotextiles in accordance with FDOT specifications Section 985.

SECTION 02300 – STONE AND GEOTEXTILE (COUNTY OWNED LAND) (continued)

Test Methods and Requirements for Type D-1, Class A Geotextiles	
Property/Test Method	Requirement
Minimum Permittivity (Sec-1) per ASTM D4491	0.7
Minimum AOS (mm, US Sieve No.) per ASTM D4751	0.425 (40)
Minimum Grab Tensile Strength (lbs.) per ASTM D4632	315
Mass per Unit Area (oz./SY) per ASTM D5261	Provide Test Result
Minimum Puncture Strength (lbs.) per ASTM D6241	618
Minimum Trapezoidal Tear (lbs.) per ASTM D4533	113
Minimum UV Resistance (% Retained Strength) per ASTM D4355	50% at 500 hours
Limitations	Woven Monofilament Only

- E. Submittal: Certification from the manufacturer of geosynthetic materials confirming that the material meets the requirements of contract documents and is appropriate for intended use shall be submitted to COUNTY for review and written approval by the COUNTY at least fifteen (15) calendar days prior to delivery of materials to the staging area. The CONTRACTOR shall submit MANUFACTURER'S data for filter fabric demonstrating compliance with specified material properties and including MANUFACTURER's recommendation for storage, handling, installation and anchoring fabric. Two (2) samples (8 inch x 10 inch) of the material for product identification shall be provided to the COUNTY along with the manufacturer's certification.

PART 3 – EXECUTION

3.1 INSTALLATION OF PRODUCTS AND MATERIALS

- A. This section pertains to the installation of stone and filter fabric needed to complete the work in accordance with the Contract Documents.
- B. Product and material tolerance provided in the Contract Documents are not additive or deductive. Underlying materials placed to or outside the construction tolerances shall not be used as the basis for adjusting the lines and grades of overlying materials shown on the Construction Plans.
- C. Stone:
1. Stone shall be used to stabilize the oxbow slope and Blackwater creek as shown on the Construction Plans.
 2. Construction Tolerances:
 - i. Typical cross sections are shown on the Contract Plans. The Finished surface and stone layer thickness shall not deviate from the lines and grades by more than 12 inches.

SECTION 02300 – STONE AND GEOTEXTILE (COUNTY OWNED LAND) (continued)

3. **Installation and Placement:**

- i. Stone shall be placed on sand, filter fabric, or other stone which meet the lines and grades shown on the Contract Plans and construction tolerance defined in the Contract Documents.
- ii. In the event of sliding, displacement, or failure of any part of structure during its construction, or after its completion, but prior to its acceptance, CONTRACTOR shall be repair damages at no expense to the COUNTY.
- iii. Rip-Rap stone shall be placed in the locations and at the thickness shown without deviating from the lines and grades shown, including allowance for tolerances. Final shaping of the slope shall be performed concurrently with the initial placement of the stone. The placement of stones shall begin at the bottom of the slope to be covered and continue up-slope. The largest 10% of Rip-Rap stones shall be placed at the toe of the structures. Remaining stones shall be randomly selected and set in contact with each other so that the interstices between adjacent stones shall be as small as the character of the stone will permit. The face of stone having the largest area shall be placed against the surface of the underlying material. Stones shall be placed in a manner to avoid displacing underlying materials or placing undue impact force on underlying material that would cause the breaking of stones or puncturing of filter fabric. Unless otherwise specified, stone shall not be dropped from a height greater than two (2) feet. The equipment used in placing the stone shall be suitable for handling materials of the sizes required including the ability to place the stone over its final position before release and if necessary pick up and reposition the stone. Dragline buckets and skips shall not be used in placement. Moving stone by drifting or manipulating down the slope will not be permitted. The finished work shall be a well distributed mass, free of pockets of either smaller or larger stone, having a minimum of voids and with the maximum of interlocking of stones. It should be anticipated that re-handling of individual stones after initial placement will be required to achieve the above requirements. Following placement of the first layer of Rip-Rap stones, the remaining internal voids that exist between the geotextile and the contact points of the first layer of Rip-Rap stones shall be filled with broken pieces of Rip-Rap stone. Following the placement of any additional layers of Rip-Rap stone, the internal voids shall be filled or "chinked" with these smaller pieces of

SECTION 02300 – STONE AND GEOTEXTILE (COUNTY OWNED LAND) (continued)

stone otherwise referred to as chinking stone. The upper layer of Rip-Rap shall not be chinked.

- iv. Bedding stone shall be spread uniformly on the geotextile filter fabric to the lines and grades as indicated in the plans, and in such manner as to avoid damage to the filter fabric. Bedding stone shall not be dropped through a free fall greater than three (3) feet onto the filter fabric. Placement shall begin at the bottom of the area to be covered and continue up-slope. Subsequent loads of material shall be placed against previously placed material in such a manner as to ensure a relatively homogenous mass. Placing of bedding stone by methods which tend to segregate the particle sizes within the layer will not be permitted. Any damage to the surface of filter fabric during placement of bedding stone shall be repaired before proceeding with the work. Compaction of bedding material will not be required, but shall be finished to present an adequately even surface, free from mounds and windrows.

D. Filter Fabric:

1. Only filter fabric that meet the material specifications shall be used to construct rock structures shown on the Contract Plans. Filter fabric shall be placed on top of sand and existing water bottoms which is free from sticks, stones, debris and other materials that could puncture the overlying filter fabric.
2. Construction Tolerances: Typical sections are shown on the Contract Plans. Filter fabric shall be installed to the lines and grades as indicated on the Contract Plans within neatline tolerances of +/-0.5 feet (6 inches).
3. Installation and Placement:
 - i. Filter fabric shall be placed on sand which meet the lines and grades shown on the Contract Plans and construction tolerance defined in the Contract Documents.
 - ii. Areas on which filter fabrics are to be placed shall be inspected by the CONTRACTOR prior to placement. Debris or displaced stones from any existing structure(s) that are within the limits of the geotextile shall be removed prior to geotextile placement. Debris removed shall become the property of the CONTRACTOR and shall be removed and disposed of offsite by the CONTRACTOR. All materials shall be properly disposed of in

SECTION 02300 – STONE AND GEOTEXTILE (COUNTY OWNED LAND) (continued)

accordance with the requirements herein including any applicable local requirements. If displaced stones meet the Rip-Rap stone specifications, they may be re-used. There will be no measurement and payment for the debris or stone removal and all costs will be considered incidental to and included in the payment line item for Bedding Stone.

- iii. Do not drop the filter fabric from heights greater than 3 feet. Loosely lay the material. Do not stretch the material. Replace or repair any fabric damaged or displaced before or during placement of overlying layers at no expense to the COUNTY.
- iv. Place filter fabric with the long dimension of the roll perpendicular to the longest dimension of the structure. Adjacent pieces of fabric shall overlap each other by at least 30 inches.
- v. Work shall be scheduled so that covering the fabric with the specified material does not exceed the manufacturer's recommendations for exposure to ultraviolet light or five days, whichever is less. If the COUNTY determines the exposure time was exceeded, the CONTRACTOR shall replace the fabric at no expense to the COUNTY.

END OF SECTION 02300 – SECTION 02300 – STONE AND GEOTEXTILE (COUNTY OWNED LAND)

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SECTION 02370 – RIPRAP SYSTEM (SFWMD OWNED LAND)

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall furnish all labor, equipment, hauling and materials necessary for the proper placement of stone riprap, bedding stone and filter fabric where indicated, including temporary riprap for bypass channel(s), as required by the Contract Documents.

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

- A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.
 - 1. ASTM International (ASTM):
 - a. C88 Standard Test Method for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate, when applicable
 - b. C127 Standard Test Method for Relative Density (Specific Gravity) and Absorption of Coarse Aggregate
 - c. C295 Standard Guide for Petrographic Examination of Aggregates for Concrete
 - d. C535 Standard Test Method for Resistance to Degradation of Large Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 - e. D3744 Standard Test Method for Aggregate Durability Index
 - f. D5240 Standard Test Method for Evaluation of Durability of Rock for Erosion Control Using Sodium Sulfate or Magnesium Sulfate
 - g. D5312 Standard Test Method for Evaluation of Durability of Rock for Erosion Control Under Freezing and Thawing Conditions
 - h. D5313 Standard Test Method for Evaluation of Durability of Rock for Erosion Control Under Wetting and Drying Conditions

1.03 SUBMITTALS:

- A. Submittals shall be in accordance with SECTION 01300.
- B. The CONTRACTOR shall furnish to the DISTRICT, testing certificates from a qualified independent testing laboratory prior to acceptance of the rock source to verify the conformity to the requirements of the Contract Documents.

SECTION 02370 – RIPRAP SYSTEM (SFWM D OWNED LAND) (continued)

1.04 CERTIFICATIONS:

- A. Riprap Test Reports: The CONTRACTOR's riprap supplier shall submit certified test reports prepared by a qualified independent testing laboratory selected and compensated by CONTRACTOR for the tests required for each Project in the table below. The table shown below also specifies the minimum number of tests for each Project to establish quality control.

Test Required	Number of Tests	Test Method	Test Frequency
Specific Gravity	2	ASTM C127	Every 2,500-ton stockpile
Absorption	2	ASTM C127, AASHTO T 85	Every 2,500-ton stockpile
Sodium Sulfate Soundness	2	ASTM C88, ASTM D5240	Every 2,500-ton stockpile
Durability Index	2	ASTM D3744, AASHTO T 210	Every 2,500-ton stockpile
L.A. Abrasion	2	FM 3-C 535	Every 2,500-ton stockpile
Gradation	1	FM 5-538	Every 2,500-ton stockpile
Freeze and Thawing	1	ASTM D5312	Every Project
Wetting and Drying	1	ASTM D5313	Every Project
Petrography	1	ASTM C295	Every Project

- B. Bedding Stone Test Reports: The CONTRACTOR's bedding stone supplier shall submit certified test reports prepared by a qualified independent testing laboratory selected and compensated by CONTRACTOR for confirmation of weight and gradation.
- C. Filter Fabric: The CONTRACTOR shall submit MANUFACTURER's data for filter fabric demonstrating compliance with specified material properties, and including MANUFACTURER's recommendations for storage, handling, installation, and anchoring fabric.

- 1.05 INSPECTION COORDINATION:** The CONTRACTOR shall provide access to the WORK for the DISTRICT as requested for inspection. The CONTRACTOR shall provide the DISTRICT at least 48 hours advance notice of its intention to begin new WORK activities.

SECTION 02370 – RIPRAP SYSTEM (SFWMD OWNED LAND) (continued)

- 1.06 WARRANTY:** The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion and as described in Article 13 of Section 00700 - General Terms and Conditions.

PART 2 – MATERIALS

2.01 RIPRAP

- A. The CONTRACTOR shall furnish stone for riprap that is sound, durable and angular in shape. No more than 10 percent of the stone for any gradation shall have an elongation (ratio of greatest dimension to least dimension) greater than 3:1, and no stone shall have an elongation greater than 4:1. The riprap material shall be provided by a Florida Department of Transportation (FDOT) certified pit or from onsite excavations and conform to the following additional requirements. The CONTRACTOR shall provide the DISTRICT all required test results for the limestone obtained onsite to verify if it meets the requirements.
- B. Material shall be free from cracks, seams, moldic porosity after shells, non-mineralized or other defects that would tend to increase its deterioration from natural causes. Riprap shall consist of dense, natural rock fragments. Stones shall be resistant to weathering and to water action; free from overburden, spoil, shale and organic material; and shall meet the gradation requirements below. Shale and stones with shale seams and limestone with moldic pores after shells are not acceptable.

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SECTION 02370 – RIPRAP SYSTEM (SFWMD OWNED LAND) (continued)

C. Stone for riprap shall have the following properties:

Test Name and Method		Test Value Criteria	
Property Test	Test Method	Limestone	Granite
Unit Weight (saturated surface- dry)	ASTM C127	145 pcf min	165 pcf min
Specific Gravity (saturated surface- dry)	ASTM C127	2.38min	2.65 min
Absorption	ASTM C127	5% max	1% max
Sodium Sulfate Soundness	ASTM C88, D5240	10% max loss, 5 cycles	5% max loss, 5 cycles
LA Abrasion	ASTM C535	40% max loss, 1000 revolutions	20% max loss, 1000 revolutions
Freeze and Thawing	ASTM D5312	15% max, 20 cycles	10% max loss, 20 cycles
Wetting and Drying	ASTM D5313	1% max, 10 cycles with no progressive cracking	1% max loss, 30 cycles with no progressive cracking
Durability Index	ASTM D3744	Refer to Durability Absorption Ratio	
Petrography	ASTM C295	Fresh, interlocking crystalline, no clay minerals, no shell fragments, no voids, and no soluble materials	Fresh, interlocking crystalline, no clay minerals, no voids, and no soluble materials

1. Freezing and Thawing and Wetting and Drying. Stone material shall be subjected to freezing and thawing and wetting and drying testing in accordance with ASTM D5312 and ASTM D5313 respectively. Photographs for freezing and thawing and wetting and drying testing shall be taken for each sample tested both before and after testing. Slabs cut for freeze and thawing testing shall have a surface area of 144 square inches on each sawed faced. Any changes observed in the testing specimen including, but not limited to, cracking, spalling, rock popping, or dissolving shall be recorded and photographed at the completion of next test cycle.
2. Stones shall consist of durable, sound, hard, angular rock meeting the following requirements for durability absorption ratio, soundness test, and abrasion test:

SECTION 02370 – RIPRAP SYSTEM (SFWMD OWNED LAND) (continued)

<u>Durability Absorption Ratio</u>		<u>Acceptability</u>
Greater than 23	-----	Passes
10 to 23	-----	Passes only if Durability index is 52 or greater
Less than 10	-----	Fails

Durability Absorption Ratio=	<u>Durability Index (Coarse)</u> % absorption +1

3. Petrography. Stone material shall be subjected to comprehensive petrographic evaluation in accordance with ASTM C295. Stone material shall be fresh (no signs of weathering), with interlocking crystalline structure, and free of material such as expansive clays or any detrimental or deleterious features discussed in subparagraph "Stone Material Quality". Crystalline structure refers to igneous, metamorphic, or sedimentary rock texture consisting of interlocking, crystalline grains. Matrices of any stone consisting of argillite, sericite, smectite, talc, chloritic, soft material, or highly weathered material shall be identified and noted. Examination shall include description of any seams, veins, shell fragments, visible pores or joints and an estimate of alteration, degree of weathering, and probable rock durability. The comprehensive petrographic examination shall also include description of dominant, accessory and alteration minerals. The petrographic examination shall be conducted by a State Licensed Professional Geologist specializing in the field of Mineralogy or Petrography. Photographs of stone material examined shall accompany the petrography testing results. Petrography may be completed at a laboratory other than an approved USACE validated commercial testing laboratory; however, certification proving that a State Licensed Professional Geologist specializing in the field of Mineralogy or Petrography will be completing this evaluation must be included in the Evaluation Testing of Stone Submittal for review and approval.
4. Stone Material Quality. All stone material shall be free of any detrimental geologic features such as, but not limited to, clay seams, shale seams, argillaceous material, any stylolites, schistose seams, detrimental vug zones or seams, zones of high foliation, and/or other adverse diagenetic features or seams. No schistose stone material or any highly foliated stone material will be acceptable. Sedimentary or metamorphic stone containing carbonaceous, coal, clay seams/lenses/joints or similar deleterious features will not be permitted or accepted. All stone material utilized shall be free of cracks, blast fractures, bedding seams, foliation seams, foliation joints, joints, any deleterious features such as splits, spalls, delamination's, disaggregation's, dissolvment, shaley parting, or combination thereof of such features, and/or other defects that would

SECTION 02370 – RIPRAP SYSTEM (SFWMD OWNED LAND) (continued)

tend to increase its deterioration from natural causes. An independent licensed Professional Geologist, licensed in any U.S. State, that issues a Professional Geologist License, shall determine if the aforementioned features are present within stone material from any of the proposed Stone Source(s). Discussion of Stone Material Quality and any detrimental or deleterious features present within any source shall be included in Evaluation Testing of Stone and the Stone Source Submittal for that Stone Source. Examples of deleterious and detrimental features in stone can be viewed in ERDC/GL TR-81-8. EM 1110-2-1601, EM 1110-2-1100 Part VI and EM 1110-2-2302 provide guidance on the stone properties, characteristics, and gradations specified herein.

5. Stone gradation based on a representative sample of not less than 2.0 cubic yards. Each stone in the sample shall be individually weighed, and a cumulative plot of percent lighter (by weight) versus stone weight in pounds shall be submitted.
- D. The ENGINEER shall determine type of riprap, either Type A, B, C and/or D. Note that the thickness should be increased by six 6 to 12 inches, accompanied by increase in stone size, should the riprap revetment be subject to damage by floating debris and/or waves from boat wakes or wind.

☐

Type A (6-inch Average Size)		
Sieve Size		Percent Passing by Weight
Maximum	Minimum	
12"	9"	100
8"	7"	50
6"	5"	15

☐

Type B (12-inch Average Size)		
Sieve Size		Percent Passing by Weight
Maximum	Minimum	
21"	15"	100
14"	12"	50
11"	8"	15

☒

Type C (18-inch Average Size)		
Sieve Size		Percent Passing by Weight
Maximum	Minimum	
30"	22"	100
20"	18"	50
16"	12"	15

SECTION 02370 – RIPRAP SYSTEM (SFWMD OWNED LAND) (continued)

Type D (24-inch Average Size) - Use Granite Riprap only		
Sieve Size		Percent Passing by Weight
Maximum	Minimum	
42"	31"	100
28"	24"	50
22"	17"	15

- ☐ E. Control of gradation shall be by visual inspection. The CONTRACTOR shall furnish a sample of the proposed gradation of at least 5 tons or 10 percent of the total riprap weight, whichever is less. If approved, the sample may be incorporated into the finished riprap at a location where it can be used as a frequent reference for judging the gradation of the remainder of riprap. Any difference of opinion between the DISTRICT and the CONTRACTOR shall be resolved by dumping and checking the gradation of two (2) random truckloads of stones. Arranging for and the costs of mechanical equipment, a sorting site, and labor needed in checking gradation shall be the CONTRACTOR's responsibility.
- F. The acceptability of the stones will be determined by the DISTRICT prior to placement. Any visual variability and deviation in the test results of the individual rocks is unacceptable.

2.02 GRANULAR BEDDING:

- A. The CONTRACTOR shall place a layer of bedding material beneath the riprap materials to the lines and grades shown on the Drawings. Stone for use in granular bedding shall weigh not less than 135 pounds/cubic foot (saturated surface dry – pounds/cubic foot). The material shall be composed of tough, durable particles, shall be reasonably free from thin, flat and elongated pieces, and shall contain neither organic matter nor soft, friable particles in quantities considered objectionable by the DISTRICT. Bedding stone shall be placed within the limits shown on the Drawings and shall be reasonably well graded in accordance with FDOT Section 901. The bedding stone for each type of riprap shall be as follows:

SELECT TYPE

- ☐
- ☐
- ☒
- ☐

Type of Riprap	Bedding Stone
Type A	ASTM C33 Size No. 357 or 4
Type B	ASTM C33 Size No. 1 or 2
Type C	ASTM C33 Size No. 1
Type D	50% (Type A Riprap) +50% (No. 1 Stone) well blended

SECTION 02370 – RIPRAP SYSTEM (SFWMD OWNED LAND) (continued)

2.03 FILTER FABRIC: The CONTRACTOR shall provide a 12 ounce per square yard, non-woven, needle-punched geotextile (filter) fabric conforming to the following properties.

Criteria	Minimum Average Roll Value
Permittivity (sec ⁻¹)	0.7 (<15% passing 200 Sieve) 0.2 (>15% to <50% passing 200 Sieve)
Minimum Grab Tensile Strength	1.3 kN
Minimum Puncture Strength	0.8 kN
Minimum CBR Puncture Resistance	3.7 kN
Minimum Trapezoidal Tear	0.5 kN
UV Resistance	50% in 500 hours

PART 3 - PERFORMANCE

3.01 FIELD QUALITY CONTROL:

- A. The CONTRACTOR shall [recombine the riprap stone sample used for gradation analysis,] transport to the Project Site, and place in a location acceptable to the DISTRICT. The size of the riprap stockpiled at the Site shall be clearly identified for reference.
- B. Field control of riprap gradation will be by visual comparison of the representative sample to arriving loads. Arriving loads not bearing reasonable similarity to the sample will be rejected.
- C. The CONTRACTOR may, at his option, arrange for gradation analysis of rejected loads at the Project Site. Should the analysis indicate the rejected stone meets the requirements of this SECTION; all reasonable costs for such analysis will be reimbursed to the CONTRACTOR. In no instance will stone of a coloration or appearance dissimilar to that in the sample be accepted.

3.02 SUBGRADE PREPARATION:

- A. Dry Installation: The CONTRACTOR shall prepare the subgrade to the lies, slopes and elevation indicated on the Drawing. The CONTRACTOR shall clear the subgrade of sticks, stones debris and other materials that could puncture the overlying filter fabric. The finished subgrade shall not vary from design grade by more than two (2) inches at any location.
- B. Subaqueous Installation: The CONTRACTOR shall excavate the subgrade to the lines and grades shown on the Drawing. Tolerance shall be plus 0.0 feet to minus 0.5-feet in the Canal invert, and plus or minus 0.5-feet on the Canal banks.

SECTION 02370 – RIPRAP SYSTEM (SFWMD OWNED LAND) (continued)

3.03 FILTER FABRIC:

- A. Filter fabric shall be placed only on subgrade approved by the DISTRICT.
- B. Overlap adjacent strips of fabric a minimum of 12 inches and anchor them with securing pins inserted through both strips of fabric along a line through the midpoint of overlap and to the extent necessary to prevent displacement of the fabric. Securing pins shall be as per the MANUFACTURER's recommendations. The CONTRACTOR may opt for a six (6) inch stitched overlap.
- C. Place the fabric so that the upstream strip of fabric overlaps the downstream strip.
- D. The fabric shall be placed on the entire slope, continuous from top to bottom, without any joints or splices.
- E. Do not drop bedding stone or riprap from heights greater than three (3) feet onto the fabric.

3.04 GRANULAR BEDDING:

- A. The CONTRACTOR shall place bedding material beneath the riprap, to a nominal depth of **12 inches** except where marine mattress is required.
- B. Bedding material shall be spread uniformly over filter fabric material. Placement shall not commence until the DISTRICT has approved subgrade preparation and filter fabric installation.
- C. Placement methods, which segregate the bedding particles, will not be permitted.
- D. Compaction of the bedding material will not be required, but material shall be finished to a reasonably even surface.
- E. Tolerance shall be + three-tenths foot provided this tolerance is not continuous over an area greater than 200 square feet when placed in the dry, or greater than 400 square feet when placed subaqueous.
- F. The CONTRACTOR shall maintain the bedding material until the riprap is in place.

END OF SECTION 02370 – RIPRAP SYSTEM (SFWMD OWNED LAND)

SECTION 02900 – LANDSCAPING (SOD)

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment, and related work to complete the landscape work, as indicated on Contract Plans and/or as directed in field.
- B. Work to include finish grading and sodding a three foot wide swath; on the Top-of-Bank adjacent to the fishing pier, observation platform and on the oxbow slopes, adjacent to either side of the rip rap.
- C. No sod is required at the footbridge

PART 2 - PRODUCTS

2.1 BAHIA SOD

- A. Sod shall be of the variety *Paspalum notatum* "Bahia Grass".
- B. Sod shall be dense, vigorous, and green and shall have a good root development and compact growth and contain no weeds, vermin, fungus, or other diseases. No sod shall be used which is not certified as being free of the imported fire ant.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Finish grades for all sod areas after settlement shall be no higher than 1 inch of the adjacent NATURAL ground elevation. Finish grading shall include the removal of all surface rock and other debris that prevent a smooth level surface.
- B. Sod shall be laid with closely abutting joints with a tamped or rolled even surface. Place sod at right angles to slope. All sod edges shall be neat and even. Rolling may be required at the discretion of the COUNTY. If the COUNTY determines that top-dressing is required after rolling, clean sand will be evenly applied over the entire surface and thoroughly washed in. Rolling and top-dressing shall be done at no additional cost to the COUNTY. The CONTRACTOR is responsible for proper watering until the end of the contract.

END OF SECTION 02900

END OF DIVISION TWO

DIVISION THREE - CONCRETE

SECTION 03150 - CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. Formwork, shoring, bracing and anchorage.
- B. Concrete reinforcement and accessories.
- C. Cast-in-Place concrete.

1.2 QUALITY ASSURANCE

- A. Cast-in-Place concrete used shall be Type I (4,000 psi in 28 days) in accordance with American Concrete Institute (ACI) -318.
- B. Codes and Standards - Comply with local governing regulations if more stringent than herein specified.
- C. CONTRACTOR to use an approved mix design for all cast-in-place concrete. CONTRACTOR to submit mix design to COUNTY for review and approval. Do not use concrete mix designs without prior approval from the COUNTY.

PART 2 - PRODUCTS

2.1 FORMS

- A. Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
- B. CONTRACTOR may use flexible spring steel forms or laminated boards to form radius bends as required.
- C. Coat forms with a non-staining form release agent that will not discolor or deface the surface of the concrete.
- D. Earth forms will not be allowed.

2.2 REINFORCING BARS

- A. Deformed steel bars, ASTM A 615, Grade 60, unless otherwise indicated.

SECTION 03150 - CAST-IN-PLACE CONCRETE (continued)

2.3 EXPANSION JOINT MATERIALS

- A. Provided as specified on the Plans.
- B. Expansion joints shall be installed between the new and existing sidewalk material.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions under which concrete is to be installed and notify the COUNTY in writing of conditions detrimental to the proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. Remove loose material from the compacted subbase surface immediately before placing concrete. Proof-roll prepared subbase surface to check for unstable areas and need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving.

3.3 FORM CONSTRUCTION

- A. Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- B. Check completed form work for grade and alignment to the following tolerances:
 - 1. Top of forms not more than 1/8" in 10' deviation in alignment.
 - 2. Vertical face on longitudinal axis, not more than 1/4" in 10'.

3.4 REINFORCEMENT

- A. Locate, place and support reinforcement as shown on the Drawings.

3.5 CONCRETE PLACEMENT

- A. Do not place concrete until subbase and forms have been checked and approved by COUNTY for line and grade. Moisten subbase if required to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

SECTION 03150 - CAST-IN-PLACE CONCRETE (continued)

- B. Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels and joint devices.
- C. Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2-hour, place a construction joint.

3.6 CONCRETE TESTING

- A. Testing Laboratory: The CONTRACTOR shall be required to retain a materials testing laboratory acceptable to the COUNTY and certified by Palm Beach COUNTY to perform all concrete testing.
- B. Extent of Tests: Testing laboratory shall take samples and make tests as hereinafter listed for each 50 yards of fresh concrete or fraction thereof placed in project but not less than one set for each day's concreting.
 - 1. Compression and Strength Tests: Each test shall consist of four (4) standard cylinders; one (1) cylinder to be tested at the age of 7 days and two (2) cylinders at the age of 28 days. One (1) cylinder to be held in reserve. Samples from which compression test specimens are molded shall be secured in accordance with ASTM C 172. Specimens made to check adequacy of design for strength of concrete, or as a basis for acceptance of concrete, shall be made and laboratory cured in accordance with ASTM C 31. Additional tests of specimens cured entirely under field conditions may be utilized to check adequacy of curing and protection of concrete as directed. Strength tests shall be made in accordance with ASTM C 39.
 - 2. Slump Tests: Tests for slump shall be made at place of deposit and in accordance with ASTM C 143. Tests shall be made periodically where cylinders are made, and as often as required when a change in consistency of concrete mix is noted. Unless otherwise noted or specified, slump shall be maximum 5", minimum 3". Slump shall be reported on test reports to the COUNTY.
 - 3. Air-Entrainment Tests: At least two tests will be made at place of deposit for each day's placing and as often as required when a change in consistency of concrete mix is noted. Tests shall be made in accordance with ASTM C 138 or C 173 and reported on test reports.

SECTION 03150 - CAST-IN-PLACE CONCRETE (continued)

- C. **Enforcement of Strength Requirements:** When ultimate compressive strength of a series of cylinder tests fails to meet requirements of ACI 318- 83, Section 4.8.2.3, steps shall be taken as outlined in Section 4.8.2.4. In addition, the COUNTY may order additional curing for portion of structure where questionable concrete has been placed. In event that such additional curing does not give strength required, as determined by load tests made in accordance with ACI 318-83, or cored cylinder tests, and if such tests indicate necessity, defective parts shall be removed and replaced, or shall be reinforced as directed by the COUNTY, at CONTRACTOR's expense, including expense of tests. Acceptability of concrete shall be based on requirements set forth in ACI 318-latest edition.
- D. **Test Reports:** Except as otherwise directed, a minimum of **TWO COPIES** of test reports shall be sent directly to the COUNTY by laboratory.

3.7 JOINTS

- A. **General** – Construct expansion, weakened-plane (contraction) and construction joints true-to-line with face perpendicular to surface of the concrete, unless otherwise indicated. Construct joints as shown or, if not shown, use standard metal key-way section forms. Construct transverse joints at right angles to the centerline, unless otherwise indicated.
- C. **Weakened-Plane (Contraction) Joints** - Provide weakened-plane (contraction) joints, sectioning concrete into areas as shown on the drawings or every five (5) linear feet for walks. Construct weakened-plane joints for a depth to at least 1/4 concrete thickness, as follows:
 - 1. **Sawed Joints** - Form weakened-plane joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints for a depth equal to at least 1/4 concrete thickness into hardened concrete as soon as surface will not be torn, abraded or otherwise damaged by cutting action.
 - 2. **Dummy Tooled/Open-Type Joints** - Open-type contraction joints shall be formed by staking a metal bulkhead in place and depositing the concrete on both sides. After the concrete has set sufficiently to preserve the width and shape of the joint, the bulkhead shall be removed. After the sidewalk has been finished over the joint, the slot shall be edged with a tool having a 2" radius.
- D. **Construction Joints** - Place construction joints at end of all pours and at locations where placement operations are stopped for a period of more than 1/2-hour, except where such pours terminate at expansion joints.

SECTION 03150 - CAST-IN-PLACE CONCRETE (continued)

- E. Expansion Joints - Provide pre-molded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated.
 - 1. Locate expansion joints at 50'-0" O.C., unless otherwise indicated.
 - 2. Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1" in width, and 1" below finished surface where joint sealer is indicated. If no joint sealer indicated, place top of joint filler flush with finished concrete surface.

3.8 CONCRETE FINISHING

- A. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce a uniform texture.
- B. After floating, test surface to trueness with a 10' straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.
- C. Work edges of slabs and formed joints with an edging tool, and round to 1/2" radius, unless otherwise indicated. Eliminate any tool marks on concrete surface.
- D. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
 - 1. Broom Finish, by drawing fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture acceptable to the COUNTY.
- E. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by the COUNTY.

3.9 CURING

- A. Protect and cure finished concrete using moist-curing methods for initial curing whenever possible.

3.10 REPAIRS AND PROTECTIONS

- A. Repair or replace broken or defective concrete, as directed by the COUNTY.

END OF SECTION 03150 - CAST IN PLACE CONCRETE

SECTION 03310 - CONCRETE PILING

PART 1 - GENERAL

1.1 SCOPE

- A. The work consists of furnishing of all piles, driving of production piles, splicing and cutting, including all labor, materials and equipment necessary to install concrete piles as shown on the Contract Drawings and specified herein.
- B. The CONTRACTOR shall hire a geotechnical engineering/construction inspection firm as a pile driving Inspection/Observation Consultant to observe production pile installation, provide pile driving records, and to conduct other pile installation construction observation services as described in this specification.

1.2 REFERENCES

- A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, including all supplements.
- B. American Concrete Institute (ACI) 318 Specifications, Building Code Requirements for Reinforced Concrete.
- C. American Society for Testing Materials (ASTM).

1.3 SUBMITTALS

- A. Equipment to be used and the proposed method of installation.
- B. Concrete pile manufacturer Precast/Pre-stressed Concrete Institute (PCI) Plant Certification. FDOT or AASHTO certification may be accepted as a substitute for PCI Plant Certification.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Store piles in orderly groups above ground and blocked at predestinated points during storage to minimize bending stresses. Lift and handle piles at designated lifting points. Piles damaged due to mishandling will be rejected.

1.5 MEASUREMENT AND PAYMENT

- A. Measurement: Measurement for payment shall not be made. Payment of installed concrete piles shall be incidental to the payment line items of the work performed and shall be based on installed and accepted work accomplished as determined by the COUNTY.

SECTION 03310 - CONCRETE PILING (continued)

B. Payment:

1. Price and payment will be full compensation for all work specified under this Section, including costs associated with or incidental to all necessary equipment, tools, material, labor, and supervision required to: deliver, handle, install, and cut off the piles and meet the applicable contract requirements. Payment for piles shall be incidental to the payment line items of the work performed.
2. No additional payment shall be made for: withdrawn, damaged, rejected, or misplaced piles; any portion of a pile remaining above the cut - off elevation; back driving; cutting off piles; splicing; build-ups; or any cut -off lengths of piles.

PART 2 - MATERIALS

2.1 CONCRETE PILING

- A. The COUNTY will accept only prestressed piles fabricated by Precast/Pre-stressed Concrete Institute (PCI) Certified Plant. FDOT or AASHTO certification may be accepted as a substitute for PCI certification if approved by the COUNTY. Certification must be maintained for the duration of the fabrication and erection for the project.
- B. Shall be manufactured using Class V concrete in accordance with the FDOT Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise shown on the plans. Each pile shall be stamped or marked with its date of manufacture.
- C. Prestressed, precast piles may be moved at any time after the transfer of the prestressing force but shall not be driven until the concrete has reached its full specified compressive strength.
- D. At transfer of the prestressing force, the required concrete strength shall be at least 4,000 psi.
- E. Non-prestressed, precast piles shall not be driven until the concrete has reached its full specified compressive strength and shall not be removed from the forms until 50% of its full strength is attained.
- F. Methods of storage and handling shall be such as to eliminate danger of fracture by impact, or of undue bending stresses in transport. Piles shall be lifted by means of a suitable bridge or sling attached to pick-up points indicated by manufacturer.

SECTION 03310 - CONCRETE PILING (continued)

PART 3 - EXECUTION

3.1 DRIVING OF PILES

- A. **Concrete piles** shall be driven to the bearing values or minimum embedment shown on the Contract Drawings. The bearing values shall be determined by the following F.D.O.T formula:

$$R = \frac{2(E)}{S + 0.1 + 0.01(P)}$$

Where: R = Safe Bearing value in tons.

E = Energy blow of the hammer in foot-tons.

S = Average penetration per blow, in inches,
as recorded for the last 10 to 20 blows.

P = Weight of the pile as driven, in tons.

The value of E shall be determined as follows:

1. For single-action steam or air hammers:

$$E = W \times H$$

W = Weight of the striking part of the hammer, in tons.

H = Height of the hammer fall, in feet.

2. For differential-acting steam or air hammers:

E = Manufacturer's rated energy blow for the hammer
for the particular speed of operation being used.

3. For combustion-type hammers:

E = Value established (or approved) by the COUNTY
for the particular size and make of hammer.

Whatever type hammer is used, it shall deliver adequate energy per blow for the proper driving of the piling.

- B. All pile driving shall be observed, logged and recorded by the CONTRACTOR and the Pile Driving Inspection/Observation Consultant Engineer. Said records shall be maintained in accordance with the F.D.O.T. Standard Specifications for Road and Bridge Construction, latest edition. Piling shall not be driven without the Pile Driving Inspection/Observation Consultant being present. CONTRACTOR shall provide Pile Driving Inspection/Observation Consultant Engineer a minimum of 24 hour notice of intent to begin pile driving and shall notify Pile Driving Inspection/Observation Consultant Engineer of any delays in a timely manner.

SECTION 03310 - CONCRETE PILING (continued)

- C. Piling shall not be driven more than 1/4-inch per foot from the vertical, with a maximum variation of the head of the pile from the position shown in the Contract Drawings of not more than three inches. The CONTRACTOR shall provide suitable guides to insure that the proper location of the piles is maintained.
- D. The total lengths of piling shown on the bidding documents are for the CONTRACTOR's information and reflect the COUNTY's best judgment as to the required total lengths of piles required to obtain the necessary bearing value and/or embedment. It is the CONTRACTOR's responsibility to attain the required bearing value and/or embedment of each pile.
- E. All piles shall be protected during driving by driving blocks and cushioning material adequate to prevent damage to the pile head under ordinary driving conditions. Piles shall be driven in such a manner as to not impair their strength and as will insure the pile retaining the initial driving resistance and full lateral support of the soil.
- F. Piles without proper lateral support will be rejected. Pile driver leads shall be of such a type that will hold the pile firmly in position and alignment and in axial alignment with the hammer.
- G. Cap blocks shall consist of one solid block of hardwood of proper shape and dimensions to fit the hammer. The grain of the block shall be parallel to the axis of the pile. Details of cap block arrangement shall be submitted to the COUNTY for approval.
- H. All piles damaged, mislocated or driven out of alignment shall be withdrawn and replaced, or shall be cut off and abandoned and additional piles driven without additional cost to the COUNTY.
- I. Piling may be jetted to within 7 feet of final bearing, provided that each section is driven to final bearing in accordance with the criteria presented above.

3.2 PILE SPLICES

- A. **SplICES shall not be permitted.** The CONTRACTOR is responsible for estimating the correct pile length.

3.3 QUALITY ASSURANCE

- A. All concrete piling shall conform to F.D.O.T. Standards and shall be manufactured, cured and driven in accordance with the referenced F.D.O.T. Specifications (see F.D.O.T. Section 455 for prestressed concrete piling requirements).

SECTION 03310 - CONCRETE PILING (continued)

3.4 PILE DRIVING INSPECTION/OBSERVATION CONSULTANT

- A. Pile Driving Inspection The pile driving Inspection/Observation Consultant shall maintain qualified inspection personnel on site during all pile driving operations. These inspectors will observe pile driving, maintain pile driving records, and will report any problems including pile damage, or possible pile damage to the COUNTY and the CONTRACTOR immediately.
- B. Pile-Driving Records The qualified Pile Driving Inspection/Observation Consultant shall maintain accurate driving records for each pile. The driving records shall, at a minimum, include the following data:
1. Project name and number
 2. Name of CONTRACTOR
 3. Type of pile and date of casting
 4. Pile dimensions
 5. Ground elevation
 6. Elevation of tip after driving
 7. Final tip and cutoff elevations of piles after driving
 8. Records of redriving
 9. Type, make, model and rated energy of hammer
 10. Weight and stroke of hammer
 11. Type of pile driving cap used
 12. Cushion material and thickness
 13. Actual stroke and blow rate of hammer
 14. Pile driving start and finish times, and total driving time
 15. Time, pile-tip elevation, and reason for interruptions
 16. Number of blows for each 12 inches of penetration, and number of blows per 1 inch for the last 6 inches of driving
 17. Pile deviations from location and plumb
 18. Pre-boring, jetting, or special procedures used
 19. Pile axial capacity based on blow count
 20. Unusual occurrences during pile driving OR occurrences that may have caused pile damage.
- C. Post Installation Inspection: The Pile Driving Inspection/Observation Consultant's inspector shall inspect the portion of the pile above the mudline after installation. The inspector will check for damage to the pile during driving or handling. Damaged piles shall be withdrawn and replaced at no costs to the COUNTY. The CONTRACTOR shall provide access as necessary for the inspector to visually observe the pile and make measurements of spalls, cracks, etc.

SECTION 03310 - CONCRETE PILING (continued)

3.5 TOLERANCES

- A. Piles shall be plumb with a tolerance of not more than 2".
- B. Piles shall be within 3" of required location.

END OF SECTION 03310- CONCRETE PILING

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SECTION 03330- VIBRATION MONITORING

PART 1: DESCRIPTION

- A. Provide settlement and vibration monitoring in accordance with the requirements of this Section. The work required under this Section does not modify the requirements or responsibilities for preservation of existing property from damage.
- B. Evaluate the need for, design of, and provide any necessary precautionary features to protect existing structures from damage. Employ construction methods that will not produce damaging vibrations, soil movement, soil loss or instability of existing structures.
- C. Structures shall be identified as, but not limited to, residential, commercial, utilities (above or below ground) or drainage infrastructure.

PART 2: CONSTRUCTION

2.1 INSPECTION AND SETTLEMENT MONITORING:

- A. **STRUCTURES:** All structures adjacent to the Project area must be inspected, conditions documented, with survey and monitoring for settlement at a minimum distance for which is greater:
 - Within 200 feet of pile driving or extraction operations
 - OR
 - For projects with pile driving operations, inspect and document the condition of all structures within a distance, in feet, of pile driving operations equal to 0.25 times the square root of the impact hammer energy, in foot-pounds. Survey and monitor for settlement all structures within a distance, in feet, of pile driving operations equal to 0.5 times the square root of the impact hammer energy, in foot-pounds.
- B. **INSPECTION AND DOCUMENTATION REQUIREMENTS:**
Inspect and document the condition of the existing structures and all existing cracks with descriptions and pictures using a qualified Specialty Engineer. Prepare two reports documenting the condition of the structures: one report before beginning the construction operations that may affect the existing structures such as but not limited to foundation construction, excavations, vibratory compaction, dewatering and retaining wall construction, and a second report after completing such construction operations. Include in the reports the Specialty Engineer's assessment of any damage present, and in the event of damage, the Specialty Engineer's assessment of whether the observed damage is the result of the construction operations. The COUNTY will take ownership of both reports.

SECTION 03330- VIBRATION MONITORING (continued)

C. SETTLEMENT SURVEYING AND MONITORING REQUIREMENTS:

Obtain the Engineer's approval for the number and location of monitoring points. Survey and monitor the settlement of structures, recording elevations to 0.001 foot:

1. before beginning construction
2. daily, during the driving of any casings, piling, or sheeting,
3. daily, during compaction
4. weekly, for two weeks after stopping pile driving
5. during excavation
6. or, as directed by the Engineer

Upon either detecting movement of 0.005 feet or damage to the structure, immediately stop the construction operations affecting the structure, backfill any open excavations, notify the Engineer and provide a corrective action plan for acceptance by the Engineer.

- D. Vibration Monitoring:** When shown in the Contract Documents, employ a qualified Specialty Engineer to continuously monitor and record vibration levels at the structures shown in the Plans during the operation of any equipment causing vibrations or during blasting operations. Furnish the vibration records to the COUNTY within 24 hours of performing the monitoring activity. Provide vibration monitoring equipment capable of detecting velocities of 0.01 inches per second or less. Obtain the COUNTY approval of the number and locations of the monitoring points.

Upon either detecting vibration levels reaching 0.5 inches per second or damage to the structure, immediately stop the source of vibrations, backfill any open excavations, notify the COUNTY and provide a corrective action plan for acceptance by the COUNTY.

E. Method of Measurement.

The quantities to be paid for will be lump sum, completed and accepted. No separate payment will be made for the design, furnishing, construction, and removal of precautionary features, such as but not limited to sheeting, shoring, or bracing, installed for protection of existing structures.

END OF SECTION 03330- VIBRATION MONITORING

DIVISION FIVE - METALS

SECTION 05500 – METAL FABRICATIONS

PART 1 – GENERAL

1.1 SCOPE

- A. Work consists of all miscellaneous metal items which are not particularly related to each other, nor other sections of these Technical Specifications. Provisions and installation of these miscellaneous metal items shall be responsibility of the CONTRACTOR unless otherwise specified.
- B. Furnish, fabricate and install all miscellaneous metalwork and appurtenances shown on the Contract Drawings and specified herein.

1.2 WORK INCLUDED

- A. Without restricting volume or generality of above "Scope", work to be performed under this Section shall include, but is not limited to, the following:
 - 1. Observation Bench Supports

1.3 SUBMITTALS - SHOP DRAWINGS

- A. Submit shop drawings of all miscellaneous metal items to the COUNTY for review and acceptance prior to fabrication. Shop drawings shall indicate fabrication, assembly and erection details; size of all members; fastenings, supports and anchors; patterns; clearances; and all necessary connections to work of other trades.

PART 2 – PRODUCTS

2.1 FASTENERS

- A. Bolts, screws, nuts, washer's anchors and other fasteners shall be first quality and shall conform to the material specifications named herein. All necessary bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be furnished by the CONTRACTOR in accordance herewith.
- B. Anchor bolts shall have suitable washers and, where so required, their nuts shall be hexagonal. Stainless steel bolts shall have a raised letter or symbol on the bolts indicating the manufacturer.
- C. All bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be type 316 stainless steel unless otherwise indicated or specified.

SECTION 05500 – METAL FABRICATIONS (continued)

- D. All dissimilar metals shall be connected with appropriate fasteners and shall be insulated with a dielectric or approved equal. Unless otherwise specified, aluminum shall be fastened with Type 316 stainless steel bolts and insulated with Micarta, nylon, rubber, or approved equal.
- E. Anchor bolts shall be set accurately and be carefully held in suitable templates of approved design. Drill-in type anchors shall not be substituted for anchor bolts.

PART 3 - EXECUTION

3.1 FABRICATION

- A. All workmanship shall be first class and conform to recognized and accepted best practice. Finished members shall be absolutely straight and free from open joints and distortions of any kind. All shearings shall be neatly finished.
- B. All necessary fillets, connections, brackets, posts and other details not shown on the Contract Drawings, but necessary for the work, shall be furnished by the CONTRACTOR.

3.2 ALUMINUM

- A. Aluminum fabrication shall meet the applicable requirements of the Aluminum Construction Manual, Specifications for Aluminum Structures.

3.3 INSTALLATION

- A. Erect all items plumb, properly spaced, true to line and dimension. Work not conforming to these requirements shall be removed and replaced to conform to the specifications and Contract Drawings.
- B. Installation and erection shall conform to the best practice with each item set plumb, level, true to line and securely anchored in its proper place.

END OF SECTION 05500 –METAL FABRICATION

END OF DIVISION FIVE

DIVISION SIX - CARPENTRY

SECTION 06110 - CARPENTRY

PART 1- GENERAL

1.1 SCOPE

- A. Work consists of all carpentry work as required to complete the work indicated on the Drawings and specified herein.

1.2 QUALITY ASSURANCE

- A. Lumber Standard: Comply with American Softwood Lumber Standard PS 20 for each indicated use, including moisture content and actual sizes related to the indicated nominal sizes, except as otherwise indicated.

1.3 PRODUCT HANDLING

- A. Keep carpentry materials dry during delivery, storage and handling. Store lumber in stacks with provision for air circulation within stacks. Protect bottom of stacks against contact with damp surfaces. Protect exposed materials against weather.
- B. All structural wood members are designed as "Dry-use". Moisture content must be 19% or less.

PART 2- PRODUCTS

2.1 LUMBER

- A. Lumber shall be Southern Yellow Pine (SYP) No. 1 Grade, or approved equal. For the structural wood members. Allowable design stresses shall follow National Design Specification (NDS).
- B. *Ipe Amarelo "IPE" (Tabebuia serratifolia)*, a tropical hardwood shall be used for the decking, top rails and benches for the foot bridge, fishing pier and observation platform with approach.

2.2 WOOD TREATMENT (AGAINST DECAY AND INSECT ATTACK)

- A. Structural lumber which is not accessible to the public such as; joists, girders, splices and blocking shall be treated in accordance with AWPA UC4B Standard (minimum 0.60 CCA PCF retention).
- B. Lumber which is accessible to the public such as; side rails and rail posts, shall be treated in accordance with AWPA Standards (minimum of 0.40 ACQ PCF retention).

SECTION 06110 – CARPENTRY (continued)

2.3 ANCHORAGE AND FASTENING MATERIALS

- A. All exposed fasteners such as threaded rods, bolts, nuts, washers, and ring shanked nails shall be stainless steel (Class 1, 316 alloy).

PART 3 - EXECUTION

3.1 GENERAL

- A. Discard units of material which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned or too small to fabricate the work with a minimum of joints or the optimum jointing arrangement.
- B. Fit carpentry work to other work. Scribe and cope as required for accurate fit.
- C. Set carpentry work accurately to required levels and lines with members plumb and true.
- D. Securely attach carpentry work to substrates by anchoring and fastening as shown and as required by recognized standards and codes.
 - 1. Provide fender washers under bolt heads and nuts in contact with wood.
 - 2. Countersink deck screws so that the top of the fasteners is flush with the surface of the wood on exposed carpentry work.
 - 3. **Do not** countersink bolt holes.
- E. Set wood framing accurately to required lines and levels. Provide framing members of sizes and on spacing shown. Cut, join and tightly fit framing around other work. Do not splice structural members between supports unless otherwise detailed.
- F. Anchor and/or attach members as shown on plans.

3.2 FASTENERS

- A. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required. Do not drive threaded friction type fasteners; turn into place. Tighten bolts and lag screws at installation and re-tighten as required for tight connections prior to closing in or at completion of work.
- B. Attach to substrates securely with anchor bolts or other attachment devices as shown and as required to support applied loading.

SECTION 06110 – CARPENTRY (continued)

3.3 WOOD FRAMING

- A. Provide wood framing where shown. Erect on lines shown to true planes, plumb, level and rigidly secured. Use framing members of size and spacing as indicated on the Drawings.

3.4 JOIST FRAMING

- A. Provide joist sizes and spacing indicated.
- B. Install with crown edge up and support ends of each member with not less than 1-1/2" of bearing on wood or metal and not less than 3" of bearing on masonry.
- C. Do not notch in middle third of joists, and do not exceed 1/6 of depth of member for depth of notches in top or bottom of joists. Limit end notches to 1/3 of depth of member.
- D. Do not bore holes closer than 2" from top or bottom of joists, and limit diameter to 1/3 of depth of member.

3.5 INSTALLATION

- A. General: Comply with AITC 105 "Recommended Practice for the Erection of Structural Timber Framing". Install miscellaneous aluminum connectors, anchors, and accessories as indicated.
- B. Cutting: Avoid extra and excess cutting (after fabrication).
 - Coat cross cuts with end sealer.
 - Where treated members must be cut during erection, apply a heavy brush coat of the same treatment, complying with AWWPA Standards.
- C. Handle and temporarily support members to prevent visible surface damage.
- D. Repair damaged surfaces and finishes after completion of erection, or replace damaged members as directed where damage is beyond satisfactory repair.

3.6 PROTECTION

- A. Protect wood frame construction during the remainder of the construction period.

END OF SECTION 06110 -CARPENTRY

END OF DIVISION SIX

DIVISION SEVEN – THERMAL AND MOISTURE PROTECTION

SECTION 07415 – PREFORMED METAL ROOF AND FLASHINGS

PART 1 – GENERAL

1.1 SCOPE

- A. Work consists of all preformed metal roofing and flashings and related items necessary to complete the work indicated on the Drawings and described in this Section. All contract documents, i.e. Drawings, Specifications, Alternates, General Conditions, Addenda, etc. shall apply to this Section.

1.2 WORK INCLUDED

- A. Without restricting volume or generality of above "Scope", work to be performed under this Section shall include, but it not limited to, the following items when indicated on the Drawings:
 - 1. All preformed metal roofing and related flashings.
 - 2. Water proofing underlayment.
 - 3. All anchors, fasteners, sealants and related items required to complete the work.

1.3 QUALITY ASSURANCE

- A. All preformed metal roofing and flashings shall be the product of one manufacturer. Products and/or systems produced by several manufacturers will not be acceptable.

1.4 REQUIREMENTS OF REGULATION AGENCIES

- A. The CONTRACTOR shall obtain and purchase all applicable permits and the work shall comply with all applicable permits, codes and ordinances. The CONTRACTOR shall arrange for all applicable inspections and tests required and the same shall be performed in the presence of all authorized representatives.

1.5 SUBMITTALS

- A. Shop Drawings: Submit Florida Product Approval or Miami-Dade COUNTY Product Approval for review and acceptance by the COUNTY.
 - 1. Drawings shall indicate and identify each component of the preformed metal roofing and related flashing systems.
 - 2. Accessories, anchors, connectors, clips, screws and attachment to

SECTION 07415 – PREFORMED METAL ROOF AND FLASHINGS (continued)

building construction shall be indicated. Show size of attachment devices and spacing of anchors, connectors, clips and screws. Show accurate architectural and/or engineering drawings, plans, elevations and sections indicating support and anchorage.

1.6 WARRANTY

- A. Prior to completion of the project, the CONTRACTOR shall submit a 2 yr. installer warranty.

PART 2 – PRODUCTS

2.1 PREFORMED METAL ROOFING

- A. Shall be similar or equal to Englert Series 1300 as manufactured by Englert, Inc. 1200 Amboy Avenue, Perth Amboy, NJ 08862, Telephone: (732) 826-8614. Subject to compliance with the requirements of the Technical Specifications and the information on the drawings, other manufacturers having acceptable products may be formally submitted to the COUNTY for review and acceptance.

2.2 FLASHINGS AND MOISTURE DEFLECTOR

- A. Shall be same material type and finish as the roof panel, but the temper may be reduced to facilitate forming.

2.3 ACCESSORY ITEMS

- A. Anchor Clips: Shall be concealed, non-corrosive as recommended by the panel manufacturer. Fasteners supports and screws installed in clips shall be fully recessed so that no sharp edges come in contact with the roof material. Clips shall be designed to allow for expansion and contraction of the roof relative to the structure.
- B. Screws: For holding anchor clips to the structure shall be 316 stainless steel.
- C. Sealant: Used with roofing shall be applied between surfaces during assembly with a minimum amount exposed on the completed installation.
 - 1. Concealed sealant may be a non-curing, non-skinning butyl, polyisobutylene or polybutane tape of sufficient thickness to make full contact with both surfaces.
 - 2. Exposed sealant shall be a curing type with excellent weather and sunlight resistance. Apply in accordance with the sealant manufacturer's recommendations.

SECTION 07415 – PREFORMED METAL ROOF AND FLASHINGS (continued)

2.4 WATERPROOFING UNDERLAYMENT

- A. Shall be similar and equal to "Ice and Watershield" as manufactured by W.R. Grace & Co., 62 Whittemore Ave., Cambridge, MA 02140, or equal as approved by the COUNTY. Underlayment shall be a cold applied self-adhering, self-healing membrane composed of 0.004" high strength polyethylene film coated on one side with a thick layer of adhesive-consistency rubberized asphalt. Membrane shall be interwound with a disposable silicone coated release sheet.

PART 3 – EXECUTION

3.1 INSTALLATION OF WATERPROOFING UNDERLAYMENT

- A. Surface Preparation: Remove any dust, dirt, loose nails or other protrusions from roof deck and sweep thoroughly.
- B. Underlayment Membrane Application: Complete installation of underlayment shall be in strict accordance with the manufacturer's written instructions.
- C. Application of preformed Metal Roofing and Flashings: After application of the underlayment, metal roofing and flashings may be applied immediately.

3.2 INSTALLATION OF PREFORMED METAL ROOF AND FLASHINGS

- A. Storage and Handling Protection: Shall be provided during fabrication, shipment, storage and erection. During shipment, finished surfaces shall be protected from abrasion by a removable plastic film between areas of contact. Job site storage shall be in a clean, dry area, out of direct contact with the ground, under cover or sloped for drainage, protected from abuse by traffic and from contamination by corrosive or staining materials. Stored materials and unfinished work shall be secured against wind damage. Installed panels shall be protected by other trades.
- B. Prior to Installation: The CONTRACTOR shall verify that the structure is ready to receive the work specified in this Section. He shall check field dimensions and alignment of structural members to assure that the roof panels and flashing will be straight and true. The COUNTY shall be notified of any and all conditions which may adversely affect the performance or appearance of the installed roof. Work shall not proceed in any areas where there are conditions that will affect the performance and appearance of the installed roof.
- C. Installation: All work shall be installed in accordance with approved shop drawings under the direct supervision of the manufacturer and/or his authorized representative and by experienced sheet metal craftsmen. Attachments and joints shall allow for expansion and contraction from temperature changes without distortion or elongation of fastener holes. Flashing shall be installed in strict

SECTION 07415 – PREFORMED METAL ROOF AND FLASHINGS (continued)

accordance with the recommended practice in the AANRCA and SMACNA architectural sheet metal manuals, without fasteners in end laps and with isolation from dissimilar materials. All work to be installed in strict accordance with the manufacturer's directions.

- D. Completed Work: Shall be plumb and true; free of scrapes and dents. Panel ribs shall be on the module indicated on the contract drawings and approved shop drawings within the tolerance allowed by the actual construction dimensions. Excess sealant shall be removed and touch-up paint applied to any areas where paint scrapes occur. Any panels which are badly damaged which in the judgment of the COUNTY cannot be repaired, shall be removed and replaced.

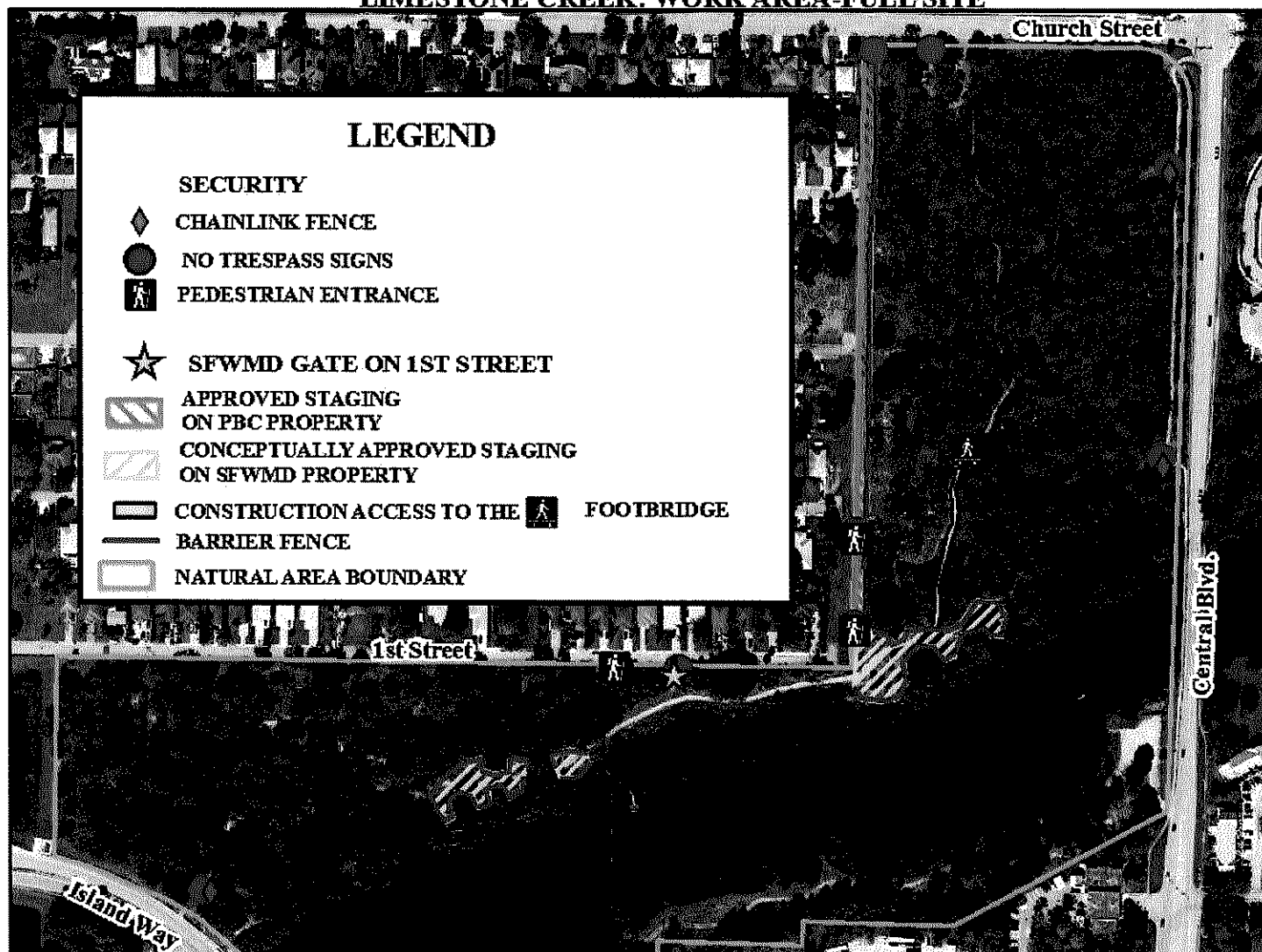
END OF SECTION 07415

END OF DIVISION SEVEN

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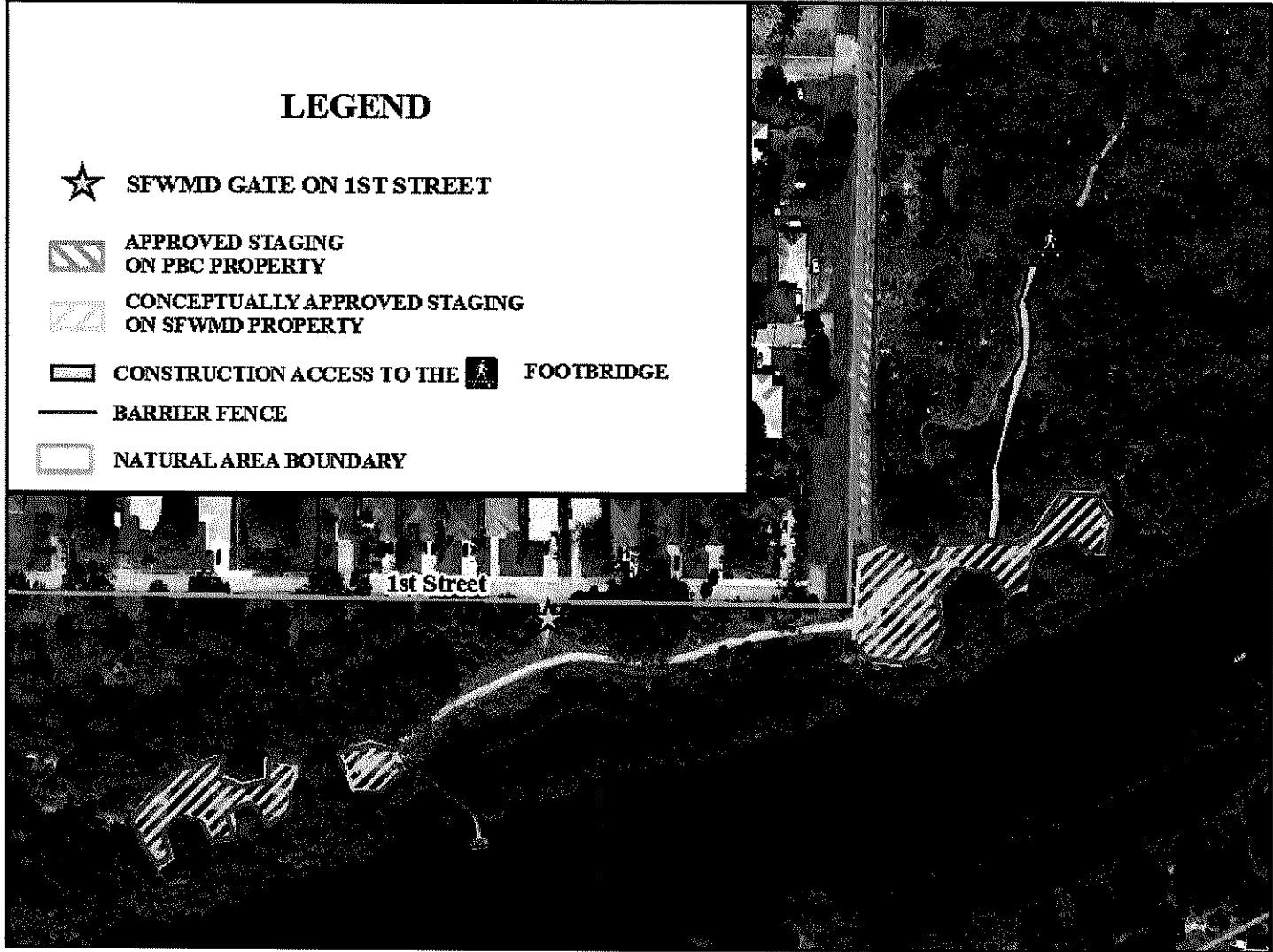
ATTACHMENT A

WORK AREA

LIMESTONE CREEK: WORK AREA-FULL SITE

LIMESTONE CREEK: WORK AREA**LEGEND**

- ★ SFWMD GATE ON 1ST STREET
-  APPROVED STAGING ON PBC PROPERTY
-  CONCEPTUALLY APPROVED STAGING ON SFWMD PROPERTY
-  CONSTRUCTION ACCESS TO THE  FOOTBRIDGE
-  BARRIER FENCE
-  NATURAL AREA BOUNDARY



ATTACHMENT B

PERMITS



**SFWMD NOTICE GENERAL PERMIT NO. GP013
(NON-ASSIGNABLE)**

Date Issued: January 25, 2024

AUTHORIZING: REMOVAL AND REPLACEMENT OF PREVIOUSLY AUTHORIZED FISHING PIER, OBSERVATION PLATFORM AND CONCRETE APPROACH SIDEWALK, WITH INSTALLATION OF ADDITIONAL RIP-RAP, WITHIN THE NORTH RIGHT OF WAY OF C-18 BETWEEN ISLAND WAY BRIDGE AND CENTRAL BOULEVARD BRIDGE.

CONSTRUCT 2 NEW OXBOWS WITH RIP-RAP BOULDERS, RE-VEGETATION AREAS AND 16' FOOT WIDE STABILIZED ACCESS AREAS LOCATED WITHIN THE SOUTH RIGHT OF WAY OF C-18E BETWEEN ISLAND WAY BRIDGE AND CENTRAL BOULEVARD BRIDGE. (9/23/2008)

CONSTRUCT NEW OXBOW W/ RIP-RAP, FISHING PIER, AND SALINITY CONTROL WEIR WITHIN THE NORTH RIGHT OF WAY OF C-18E LOCATED ADJACENT TO FIRST STREET AND APPROXIMATELY 400' DOWNSTREAM OF THE ISLAND WAY BRIDGE FOR RESTORATION PURPOSES IN THE LIMESTONE CREEK NATURAL AREA (3/27/2007)

LINEAR PARK CONSISTING OF FOOT TRAILS, WILDLIFE OBSERVATION PLATFORM, FISHING PLATFORM, MANAGEMENT ROADS (UNPAVED); LANDSCAPING & EXOTIC VEGETATION REMOVAL WITHIN THE N. AND S. R/W BEGINNING EAST OF THE ISLAND WAY BRIDGE & ENDING IMMED. WEST OF THE CENTRAL BLVD. BR. (12/21/2004)

LOCATED IN: Palm Beach County

**ISSUED TO: Palm Beach County Environmental Resources Management
2400 N Jog Road 4th Floor
West Palm Beach, FL 33411**

This permit is issued pursuant to Application No. 230822-39995 dated October 5, 2023 and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of the work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, is by reference made a part hereof. The permittee, by acceptance of this permit, hereby agrees that he/she shall promptly comply with all orders of the District and shall alter, repair or remove his/her use solely at his/her expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

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

WORK PROPOSED MUST BE COMPLETED ON OR BEFORE January 31, 2026 .

Otherwise, this permit is void and all rights there under are automatically canceled unless permittee applies for, in writing, a request for extension to the construction period and such request is received by the District on or before the expiration date and such request is granted, in writing, by the District.

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

Sincerely,



John Hixenbaugh
Section Administrator - Right of Way Section

Permit No: GP013, Page 2 of 16

Special Conditions

1. UNLESS OTHERWISE NOTED HEREIN, ALL WORK AUTHORIZED BY RIGHT OF WAY OCCUPANCY PERMIT NO. GP013 AND ITS MODIFICATION(S) IS SUBJECT TO THE SPECIAL AND LIMITING CONDITIONS SET FORTH HEREIN: THE CONDITIONS SET FORTH IN AND THE APPROVED PLANS ATTACHED TO ROW PERMIT GP013, ISSUED ON DECEMBER 21, 2004, AND ITS SUBSEQUENT MODIFICATIONS ARE INCORPORATED INTO THIS PERMIT BY REFERENCE.
2. THIS PERMIT SOLELY GRANTS APPROVAL IN CONCEPT ONLY FOR IMPROVEMENTS IN THE DISTRICT'S RIGHT OF WAY AND DOES NOT AUTHORIZE ANY CONSTRUCTION ACTIVITY BECAUSE PERMITTEE HAS NOT PROVIDED ANY DETAILS REGARDING THE MEANS, METHODS, NEEDS, SCHEDULING OR OTHER ACTIVITIES RELATED TO ACTUAL CONSTRUCTION OF THE PROPOSED IMPROVEMENTS (I.E., USE OF A BARGE, STAGING OF MATERIALS, ACCESS, VEHICLE TYPES, DURATION OF CONSTRUCTION, ETC.). ACCORDINGLY, NO CONSTRUCTION SHALL BE PERMITTED IN THE DISTRICT'S RIGHT OF WAY UNTIL SUCH TIME AS PERMITTEE SELECTS A CONTRACTOR WHO HAS SECURED ITS OWN PERMIT FOR TEMPORARY ACCESS (WHICH, AMONGST OTHER THINGS, MAY AUTHORIZE ACCESS, STAGING, STORAGE, CONSTRUCTION TRAILERS, CRANE USE, BARGES, TEMPORARY UTILITY SERVICE, ETC. WITHIN THE RIGHT OF WAY). CONTRACTOR SHALL SUBMIT AN APPLICATION AND OBTAIN AUTHORIZATION FOR TEMPORARY ACCESS TO THE RIGHT OF WAY IN COMPLIANCE WITH THE REQUIREMENTS TO ADDRESS MEANS AND METHODS OF CONSTRUCTION; REQUIREMENT TO OBTAIN A SEPARATE ROW PERMIT FOR TEMPORARY ACCESS" DOCUMENT ATTACHED TO THIS PERMIT. PERMITTEE IS STRONGLY URGED TO INCLUDE THIS REQUIREMENT IN ITS CONTRACTS AND/OR BID DOCUMENTS TO ENSURE THAT CONTRACTORS HAVE NOTICE OF THIS REQUIREMENT WHICH MAY CAUSE DELAY IN THE COMMENCEMENT OF WORK AND DELIVERY OF MATERIALS TO THE PROJECT SITE. CONTRACTORS MUST ALLOW REASONABLE TIME FOR REVIEW AND PROCESSING OF THE REQUIRED PERMIT APPLICATION BY THE DISTRICT. THE DISTRICT SHALL NOT BE LIABLE FOR ANY CONSTRUCTION DELAYS, OR LOSSES OR COSTS INCURRED AS A RESULT OF PERMITTEE'S FAILURE TO NOTIFY ITS CHOSEN CONTRACTOR OR BY CONTRACTOR'S FAILURE TO ALLOW TIME FOR PROCESSING OF A PERMIT APPLICATION IN THE DEVELOPMENT OF ITS PROJECT SCHEDULE.
3. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY, PERMITTEE SHALL SCHEDULE AND HOLD A PRE-CONSTRUCTION MEETING WITH THE DISTRICT'S FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT. NO WORK WITHIN THE RIGHT OF WAY SHALL BE AUTHORIZED WITHOUT FIRST HAVING A MEETING AT WHICH PERMITTEE SHALL BE REQUIRED TO OBTAIN NOTICE TO PROCEED FROM THE FIELD REPRESENTATIVE. IF REQUESTED BY THE FIELD REPRESENTATIVE, PERMITTEE SHALL PREPARE AND PRESENT THE FOLLOWING AT THE MEETING: A) COPIES OF ALL PERMITS THAT MUST BE OBTAINED PRIOR TO THE START OF CONSTRUCTION; B) CONTACT INFORMATION FOR PERMITTEE, THE CONTRACTOR AND/OR THIRD-PARTY INDEPENDENT INSPECTOR, INCLUDING TELEPHONE NUMBERS, EMAIL ADDRESSES AND PHYSICAL ADDRESSES; C) WRITTEN INVENTORY OF ALL VEHICLES AND/OR EQUIPMENT BY TYPE TO ENTER UPON THE RIGHT OF WAY; D) WRITTEN PROCEDURES FOR VACATING THE RIGHT OF WAY WITHIN 24 HOURS NOTICE FROM THE DISTRICT; AND E) CONTACT INFORMATION FOR PERSONS AND/OR VENDORS RESPONSIBLE FOR EMERGENCY VACATION FROM THE RIGHT OF WAY. PERMITTEE SHALL PROVIDE, PREPARE AND/OR PRESENT ANY OTHER DOCUMENTATION, AS MAY BE DIRECTED BY THE FIELD REPRESENTATIVE, IN PREPARATION FOR THE PRECONSTRUCTION MEETING.

Permit No: GP013, Page 3 of 16

4. AN ENVIRONMENTAL RESOURCE PERMIT (ERP) MAY BE REQUIRED FOR THE PROPOSED WORK. PERMITTEE SHALL PRESENT A COPY OF ITS ERP PRIOR TO OR AT THE REQUIRED PRE-CONSTRUCTION MEETING. NO WORK WITHIN THE CANAL SHALL COMMENCE WITHOUT RECEIPT OF THE ERP AND OTHER REQUIRED REGULATORY PERMITS.
5. PRIOR TO CONTACTING THE DISTRICT FOR A FINAL INSPECTION, PERMITTEE SHALL REMOVE ALL CONSTRUCTION MATERIALS AND DEBRIS FROM THE DISTRICT'S CANAL AND RIGHT OF WAY AND RESTORE THE RIGHT OF WAY TO THE SATISFACTION OF THE DISTRICT. RESTORATION MAY REQUIRE, BUT NOT BE LIMITED TO, GRADING, COMPACTION OF SOIL, PLACEMENT OF SOD, AND/OR INSTALLATION OF BANK STABILIZATION MATERIALS (E.G., RIP RAP, FILTER FABRIC CLOTH, ETC.). PERMITTEE SHALL BE SOLELY LIABLE FOR ALL COSTS ASSOCIATED WITH RESTORATION OF THE RIGHT OF WAY. ALL RESTORATIVE WORK SHALL BE PERFORMED IN COMPLIANCE WITH DISTRICT AND/OR USACE SPECIFICATIONS AND DIRECTION.
6. IMMEDIATELY UPON COMPLETION OF THE AUTHORIZED WORK, PERMITTEE SHALL CONTACT THE DISTRICT'S FIELD REPRESENTATIVE ASSIGNED TO THIS PERMIT TO SCHEDULE A FINAL INSPECTION. PERMITTEE SHALL BE REQUIRED TO ATTEND THE FINAL INSPECTION AND PROVIDE COPIES OF ANY DELIVERABLES (E.G., CLOSED BUILDING PERMIT, CERTIFIED AS-BUILT DRAWINGS, ETC.) REQUIRED BY THIS PERMIT AT THAT TIME. PERMITTEE SHALL CORRECT ANY DEFICIENCIES IDENTIFIED DURING THE INSPECTION WITHIN THE TIMEFRAME AND IN THE MANNER DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE.
7. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY, PERMITTEE SHALL BE REQUIRED TO CONTACT SUNSHINE 811 AND LOCAL JURISDICTION(S) TO IDENTIFY ANY EXISTING BURIED UTILITIES BY USE OF ABOVE-GROUND MARKERS (FLAGS) AND/OR COLOR-CODED INDICATOR LINES LOCATED WITHIN THE LIMITS OF THE PROPOSED WORK AREA.
8. THIS AUTHORIZATION SHALL BE LIMITED TO USE OF THE RIGHT OF WAY FOR VEHICULAR ACCESS AND THE WORK, STAGING, AND/OR IMPROVEMENTS SET FORTH IN THE AUTHORIZATION ON THE FACE OF THIS PERMIT. USE OF THE RIGHT OF WAY FOR ANY OTHER PURPOSE SHALL BE PROHIBITED.
9. PERMITTEE SHALL ALWAYS BE RESPONSIBLE FOR PROVIDING AND UTILIZING ACCEPTABLE DUST CONTROL MEASURES DURING ITS USE OF THE RIGHT OF WAY.
10. PERMITTEE SHALL TAKE APPROPRIATE PRECAUTIONS DURING WORK ACTIVITIES (E.G., TREE REMOVAL, SPOIL REMOVAL, GRADING, ETC.) TO AVOID DISTURBING THE CANAL BANK SLOPE AND PREVENT SPOIL MATERIAL, DEBRIS, VEGETATION, ETC., FROM ENTERING THE WATER. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS PERMIT, NO PLACEMENT OF ANY MATERIAL IS AUTHORIZED IN THE CANAL.
11. PERMITTEE IS ADVISED THAT MANGROVE TREES ARE PRESENT WITHIN THE LIMITS OF THE PROJECT AREA. MANGROVES ARE A PROTECTED SPECIES IN THE STATE OF FLORIDA. IF THE PROPOSED WORK WILL RESULT IN THE ALTERATION, TRIMMING OR REMOVAL OF MANGROVES, PERMITTEE IS STRONGLY ENCOURAGED TO CONTACT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO DETERMINE WHAT PERMITS, IF ANY, ARE REQUIRED. PERMITTEE SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS RELATED TO MANGROVES, AND SHALL BE LIABLE FOR ALL COSTS, PENALTIES, CORRECTIVE ACTIONS OR OTHER REMEDIES IMPOSED BY ANY AGENCY AS A RESULT OF PERMITTEE'S FAILURE TO COMPLY WITH SUCH LAWS.

12. IF A BARGE OR FLOATING WORK PLATFORM WILL BE USED TO PERFORM WORK, THE BARGE WIDTH SHALL NOT EXCEED MORE THAN 25 PERCENT OF THE CANAL WIDTH AT THE SEASONAL HIGH WATER LEVEL AND THE LENGTH OF THE BARGE SHALL BE LESS THAN 50 PERCENT OF THE CANAL WIDTH AT THE SEASONAL HIGH WATER LEVEL. FOR BARGES LAUNCHED FROM A BOAT RAMP, A LETTER OF AUTHORIZATION FROM THE BOAT RAMP OWNER AND A MAP SHOWING ITS LOCATION SHALL BE PROVIDED AT THE REQUIRED PRE-CONSTRUCTION MEETING. NO BARGES MAY BE LAUNCHED FROM THE BANK OF ANY CANAL. IF A BARGE IS TO REMAIN IN THE CANAL OVERNIGHT, SAFETY/ NAVIGATIONAL LIGHTING AND SIGNS SHALL BE USED TO ENSURE PUBLIC SAFETY. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR ALL DAMAGES RESULTING FROM PERMITTEE'S USE OF A BARGE WITHIN THE DISTRICT'S RIGHT OF WAY.
13. THE FISHING PIER SHALL NOT EXTEND INTO THE CANAL MORE THAN 25% OF THE ENTIRE WIDTH OF THE CANAL (AS MEASURED FROM EITHER MEAN HIGH WATER OR BULKHEAD LINE, WHICHEVER APPLIES).
14. IT IS RECOMMENDED THAT PERMITTEE CONSTRUCT THE FISHING PIER WITH A LOW MEMBER ELEVATION MEASURING 3.5 FEET NGVD 29 TO MINIMIZE THE POTENTIAL FOR 1) DAMAGE DURING HIGH WATER FLOWS AND FLUCTUATIONS, AND 2) DEBRIS COLLECTION.
15. THE AUTHORIZED OBSERVATION PLATFORM SHALL CONSIST OF A ROOF AND ROOF SUPPORTS ONLY AND BE OF ADEQUATE DESIGN TO MEET OR EXCEED STANDARDS SET FORTH IN THE BUILDING CODE OF THE JURISDICTION WITHIN WHICH THE FACILITY IS LOCATED.
16. NEITHER THE FISHING PIER NOR THE OBSERVATION PLATFORM SHALL BE MODIFIED TO INCORPORATE WALLS OR SIMILAR ENCLOSURES WHETHER SOLID, PARTLY SOLID, SCREENED OR TRANSPARENT, REGARDLESS OF THE TYPE OF MATERIAL TO BE USED.
17. PRIOR TO THE INSTALLATION OF THE RIP-RAP, PERMITTEE SHALL SHAPE THE CANAL BANK WHERE THE RIP-RAP IS TO BE INSTALLED TO MATCH THE ADJACENT BANK AND COVER THE ENTIRE AREA WITH SECURED FILTER CLOTH OR AN ALTERNATIVE MATERIAL APPROVED BY THE DISTRICT.
18. PERMITTEE SHALL INSTALL AND MAINTAIN THE RIP-RAP IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THE WORK AUTHORIZED BY THIS PERMIT. NO MODIFICATION OF THE RIP-RAP SPECIFICATIONS IS PERMITTED UNLESS EXPRESSLY AUTHORIZED IN WRITING BY THE DISTRICT.
19. PERMITTEE SHALL INSTALL THE RIP-RAP AND FILTER FABRIC FROM THE TOP OF THE BANK TO THE TOE OF SLOPE AND EXTENDING UPSTREAM AND DOWNSTREAM A MINIMUM OF 5 FEET BEYOND THE LIMITS OF THE PROPOSED FACILITIES IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THE WORK AUTHORIZED BY THIS PERMIT.
20. PERMITTEE SHALL SOD ALL DISTURBED BANK SLOPE AREAS AND ALL AREAS WITHIN 40 FEET OF THE TOP OF BANK WITH ARGENTINE BAHIA SOD (OR OTHER SOD APPROVED BY THE DISTRICT). SOD SHALL BE STAKED/PINNED IN PLACE ON ALL BANK SLOPE AREAS AND THOSE AREAS LYING WITHIN THREE (3) FEET OF THE TOP OF BANK.
21. THIS PERMIT DOES NOT AUTHORIZE THE INSTALLATION OF ELECTRIC OR WATER SERVICE WITHIN THE DISTRICT'S RIGHT OF WAY. PERMITTEE SHALL SUBMIT AN APPLICATION TO MODIFY THIS PERMIT PRIOR TO THE INSTALLATION OF ANY UTILITIES WITHIN THE RIGHT OF WAY.
22. THE AUTHORIZED WALKWAY, PEDESTRIAN PATH OR SIDEWALK SHALL BE INSTALLED SO THAT THE SURFACE IS SET FLUSH WITH EXISTING GRADE AND OF A MATERIAL DESIGNED TO WITHSTAND THE WEIGHT OF THE DISTRICT'S HEAVY MAINTENANCE EQUIPMENT AND VEHICLES.

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23. THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS TO ANY IMPROVEMENTS AND/OR RELATED APPURTENANCES AUTHORIZED BY THIS PERMIT, INCLUDING VESSELS DOCKED THERETO, RESULTING FROM DISTRICT USE, OPERATION (E.G., WATER FLOWS, FLUCTUATIONS AND OPERATIONS OF ITS STRUCTURES), ACTIVITY AND/OR MAINTENANCE OF OR IN ITS RIGHTS OF WAY OR OTHER WORKS OF THE DISTRICT.
24. PERMITTEE SHALL BE RESPONSIBLE FOR MAINTAINING THE DISTRICT'S RIGHT OF WAY, AS WELL AS THE CANAL BANK. PERMITTEE MAINTENANCE REQUIREMENTS SHALL INCLUDE, BUT NOT BE LIMITED TO, MOWING, INSTALLATION OF SOD OR SEED, REMOVAL OF EXOTIC VEGETATION AND/OR BANK STABILIZATION WHEN REQUIRED BY THE DISTRICT.
25. BY PROCEEDING WITH USE OF THE RIGHT OF WAY AUTHORIZED BY THIS PERMIT, PERMITTEE ACKNOWLEDGES AND AGREES THAT THE DISTRICT SHALL, AT ITS SOLE DISCRETION, HAVE AUTHORITY TO DETERMINE THE TYPE, SCOPE AND TIME FRAME FOR MAINTENANCE THAT PERMITTEE IS OBLIGATED TO PERFORM. PERMITTEE SHALL COMPLY WITH THE TERMS AND CONDITIONS OF ANY MAINTENANCE DIRECTIVE ISSUED TO PERMITTEE IN WRITING BY THE DISTRICT.
26. PERMITTEE IS ADVISED THAT NO TREES OR LANDSCAPING ARE AUTHORIZED BY THIS PERMIT. THE DISTRICT RESERVES THE RIGHT TO REMOVE ANY TREES AND LANDSCAPING WITHIN THE RIGHT OF WAY AT ANY TIME. ADDITIONALLY, PERMITTEE IS PROHIBITED FROM PLANTING ANY ADDITIONAL TREES AND/OR LANDSCAPING WITHIN THE DISTRICT'S RIGHT OF WAY.
27. THE WORK OR USE AUTHORIZED BY THIS PERMIT SHALL BE COMPLETED BY JANUARY 31, 2026, UNLESS OTHERWISE EXTENDED BY THE DISTRICT IN WRITING. IF PERMITTEE REQUIRES AN EXTENSION OF THE WORK EXPIRATION DATE, PERMITTEE SHALL SUBMIT A REQUEST FOR AN EXTENSION IN THE MANNER AND FORM AS DIRECTED BY THE DISTRICT. THE DISTRICT RESERVES THE RIGHT TO APPROVE, APPROVE WITH CONDITIONS, OR DENY PERMITTEE'S REQUEST.

General Conditions

1. THIS AUTHORIZATION IS SOLELY FOR THE USE OF PERMITTEE AND PERMITTEE'S CONTRACTOR(S)/SUB-CONTRACTOR(S) PERFORMING WORK WITHIN OR USING THE RIGHT OF WAY.
2. AT NO TIME SHALL THE CANAL BE BLOCKED OR FLOWS OTHERWISE RESTRICTED OR IMPEDED. THIS RESTRICTION SHALL INCLUDE, BUT NOT BE LIMITED TO, A PROHIBITION ON THE USE OF DAMS OR FILL IN THE CANAL DURING ALL PHASES OF CONSTRUCTION AND ANY SUBSEQUENT FUTURE MAINTENANCE OPERATIONS.
3. PERMITTEE AND/OR THE PERMITTEE'S CONTRACTORS SHALL ALWAYS MAINTAIN THE DISTRICT'S VEHICULAR ACCESS THROUGHOUT THE PROJECT LIMITS. IF, IN PERMITTEE'S OPINION, IT WILL BE NECESSARY FOR THE DISTRICT'S VEHICULAR ACCESS TO BE BLOCKED, IMPEDED OR ALTERED AT ANY TIME, PERMITTEE SHALL SUBMIT A WRITTEN REQUEST TO THE DISTRICT SETTING FORTH THE PROPOSED ACTIVITIES THAT WILL RESULT IN OBSTRUCTION OF THE RIGHT OF WAY AND THE DATES THAT THE RIGHT OF WAY WILL BE RENDERED INACCESSIBLE. WRITTEN PERMISSION FROM THE DISTRICT SHALL BE REQUIRED PRIOR TO COMMENCEMENT OF PERMITTEE'S PROPOSED OBSTRUCTION OF THE RIGHT OF WAY. THE DISTRICT, AT ITS SOLE DISCRETION, RESERVES THE RIGHT TO APPROVE, APPROVE WITH CONDITIONS OR DENY PERMITTEE'S REQUEST.
4. TURBIDITY BARRIERS SHALL BE PLACED WITHIN THE CANAL IF DIRECTED BY THE DISTRICT'S FIELD REPRESENTATIVE AT THE PRE-CONSTRUCTION MEETING. PERMITTEE SHALL BE REQUIRED TO REMOVE ALL VEGETATION AND SURFACE DEBRIS CAPTURED BY SUCH DEVICES PRIOR TO THEIR REMOVAL. PERMITTEE SHALL REMOVE THE TURBIDITY BARRIERS IN COMPLIANCE WITH DIRECTION FROM THE DISTRICT WHEN OPERATION, MAINTENANCE OR EMERGENCY CONDITIONS REQUIRE SUCH REMOVAL.
5. THE DISTRICT'S FIELD REPRESENTATIVE SHALL HAVE SOLE AUTHORITY TO DETERMINE WHETHER PERMITTEE'S METHODS OF CONSTRUCTION, INTERIM WORK, CONSTRUCTION ACTIVITY OR USE OF THE RIGHT OF WAY IS IN CONFORMANCE WITH THE PERMIT AUTHORIZATION, INCLUDING TERMS AND CONDITIONS, THE APPLICATION, RESPONSES OR STATEMENTS MADE BY PERMITTEE DURING APPLICATION PROCESSING, AND SUPPORTING DOCUMENTS INCORPORATED INTO THE PERMIT FILE. IF THE DISTRICT'S FIELD REPRESENTATIVE DETERMINES THAT PERMITTEE'S ACTIVITIES ARE NOT IN CONFORMANCE, HE/SHE SHALL ISSUE A STOP WORK ORDER TO PERMITTEE UNTIL SUCH NONCONFORMANCE HAS BEEN RESOLVED TO THE SATISFACTION OF THE DISTRICT. IF PERMITTEE CHOOSES TO PROCEED WITH THE WORK AUTHORIZED BY THIS PERMIT, PERMITTEE ACKNOWLEDGES THIS CONDITION AND AGREES TO CEASE ALL ACTIVITY IN THE DISTRICT'S RIGHT OF WAY IMMEDIATELY UPON RECEIPT OF THE STOP WORK ORDER.
6. NO VEHICULAR MAINTENANCE/REPAIR ACTIVITIES OR SUBSTANCES OR PARTS ASSOCIATED WITH THE REPAIR OR MAINTENANCE OF VEHICLES/EQUIPMENT SHALL TAKE PLACE, OR BE USED, STORED OR DISCARDED WITHIN THE RIGHT OF WAY. VEHICLES THAT BECOME INOPERABLE ON THE RIGHT OF WAY SHALL BE REMOVED AS PROMPTLY AS POSSIBLE. IN ADDITION, NO OVERNIGHT STORAGE OR PARKING OF EQUIPMENT, ASSOCIATED MACHINERY OR CONSTRUCTION TRAILERS IS AUTHORIZED IN THE RIGHT OF WAY, UNLESS OTHERWISE SPECIFICALLY AUTHORIZED HEREIN.

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7. IF THE IMPROVEMENTS, WORK AND/OR USE AUTHORIZED BY THIS PERMIT (EITHER DURING CONSTRUCTION OR FOLLOWING COMPLETION) RESULT IN ANY DAMAGE TO THE DISTRICT'S RIGHT OF WAY (E.G., SHOALING, EROSION OR WASH-OUT OF ANY AREA IN THE RIGHT OF WAY), DISTRICT FACILITIES AND/OR ANY OTHER FACILITIES (AUTHORIZED OR UNAUTHORIZED), PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR REPAIRING SUCH DAMAGE. IN ADVANCE OF PERFORMING ANY REPAIRS, PERMITTEE SHALL CONSULT WITH THE DISTRICT TO DETERMINE THE APPLICABLE DISTRICT PROCESSES AND REQUIREMENTS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, FILING AN APPLICATION FOR A RIGHT OF WAY OCCUPANCY PERMIT TO SECURE AUTHORIZATION TO PERFORM SUCH WORK. PERMITTEE SHALL BE RESPONSIBLE FOR ALL COSTS AND LIABILITY RESULTING FROM SUCH DAMAGE.
8. THE DISTRICT SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS TO ANY IMPROVEMENTS AND/OR RELATED APPURTENANCES AUTHORIZED BY THIS PERMIT RESULTING FROM DISTRICT USE, OPERATION (E.G., GATE, PUMPING AND STRUCTURE OPERATIONS, WATER LEVEL MANAGEMENT, WATER FLOWS, FLUCTUATIONS AND OPERATIONS OF ITS STRUCTURES), ACTIVITY AND/OR MAINTENANCE OF OR IN ITS RIGHTS OF WAY OR OTHER WORKS OF THE DISTRICT.
9. IF STORM, HURRICANE OR EMERGENCY CIRCUMSTANCES DEVELOP, THE DISTRICT IS AUTHORIZED, AT ITS SOLE DISCRETION, TO TEMPORARILY OR PERMANENTLY SUSPEND OR TERMINATE THE AUTHORIZED USE. IN SUCH EVENT, THE DISTRICT WILL CONTACT PERMITTEE TO PROVIDE DIRECTION WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, VACATING THE RIGHT OF WAY, REMOVING AND/OR SECURING EQUIPMENT AND/OR MATERIALS FROM THE RIGHT OF WAY, OR PERFORMING WORK TO ENSURE THAT THE RIGHT OF WAY IS SUFFICIENTLY RESTORED TO ACCOMMODATE DISTRICT OPERATIONS AND MAINTENANCE ACTIVITIES. PERMITTEE, INCLUDING ALL PERSONS, VENDORS, SUB-CONTRACTORS OR AGENTS OF PERMITTEE, SHALL BE REQUIRED TO COMPLY WITH DISTRICT DIRECTION. THE DISTRICT RESERVES THE RIGHT TO TERMINATE THE AUTHORIZED USE IF PERMITTEE FAILS TO MAKE SURE THAT ALL PARTIES COMPLY WITH THIS CONDITION.
10. PERMITTEE SHALL NOT STOCKPILE SOIL, MATERIALS OR DEBRIS IN THE RIGHT OF WAY. SUCH MATERIALS SHALL BE REMOVED FROM THE RIGHT OF WAY UNLESS OTHERWISE SET FORTH BY THE CONDITIONS OF THIS PERMIT. PERMITTEE SHALL EXERCISE BEST MANAGEMENT PRACTICES TO PREVENT EROSION OR SOILS FROM ENTERING THE CANAL DURING THE AUTHORIZED WORK, INCLUDING, BUT NOT LIMITED TO, THE TEMPORARY INSTALLATION OF SILT FENCE OR OTHER MEANS OF CONTAINMENT ACCEPTABLE TO THE DISTRICT.
11. THE DISTRICT'S REVIEW OF PERMITTEE'S PLANS IS LIMITED TO DETERMINING WHETHER THE PROPOSED WORK WILL IMPACT THE DISTRICT'S OPERATIONS AND MAINTENANCE OF ITS RIGHTS OF WAY OR FLOOD CONTROL SYSTEM. ISSUANCE OF THIS PERMIT BY THE DISTRICT SHALL NOT BE CONSTRUED BY PERMITTEE OR ANY OTHER PARTY AS APPROVAL BY THE DISTRICT OF THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT THE PROPOSED WORK IS DESIGNED, ENGINEERED AND CONSTRUCTED TO SERVE ITS INTENDED PURPOSE.

12. THE DISTRICT RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REQUIRE AN INSPECTION REPORT FROM A PROFESSIONAL ENGINEER OR CONTRACTOR LICENSED IN THE STATE OF FLORIDA AT ANY TIME DURING WHICH THE AUTHORIZED WORK REMAINS IN THE RIGHT OF WAY TO VERIFY THAT THE AUTHORIZED WORK COMPLIES WITH INDUSTRY STANDARDS, PERFORMS THE FUNCTION FOR WHICH IT WAS DESIGNED AND IS SOUND AND POSES NO THREAT TO THE DISTRICT'S RIGHT OF WAY AND/OR OPERATION AND MAINTENANCE OF ITS FLOOD CONTROL SYSTEM. IF THE DISTRICT DETERMINES THAT REPAIR, REPLACEMENT OR REFURBISHMENT OF THE AUTHORIZED WORK IS REQUIRED, PERMITTEE SHALL IMMEDIATELY COMPLY WITH DISTRICT DIRECTION TO SECURE APPROVALS/PERMITS, AS MAY BE REQUIRED, AND TO PERFORM SUCH WORK WITHIN THE TIMEFRAME SET FORTH BY THE DISTRICT.
13. THE DISTRICT RESERVES THE RIGHT TO REQUIRE PERMITTEE TO SUBMIT CERTIFIED AS-BUILT DRAWINGS PREPARED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA WHEN, IN THE SOLE OPINION OF THE DISTRICT, THERE IS REASON FOR THE DISTRICT TO POSSESS VERIFICATION THAT THE AUTHORIZED WORK WAS NOT PERFORMED AND/OR INSTALLED IN COMPLIANCE WITH THE CONDITIONS OF THIS PERMIT. IF THE DISTRICT MAKES SUCH A REQUEST, NO FINAL INSPECTION APPROVAL OF THE AUTHORIZED WORK SHALL BE ISSUED UNTIL PERMITTEE PROVIDES THE CERTIFIED AS-BUILT DRAWINGS. FAILURE TO COMPLY WITH A DISTRICT REQUEST FOR CERTIFIED AS-BUILT DRAWINGS SHALL CONSTITUTE A VIOLATION OF THIS PERMIT.
14. PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR PERFORMING REGULAR AND ROUTINE INSPECTIONS OF THE IMPROVEMENTS AUTHORIZED BY THIS PERMIT AND CORRECTING ANY DEFICIENCIES IDENTIFIED BY SUCH INSPECTIONS TO ENSURE THAT THE IMPROVEMENTS CONTINUE TO COMPLY WITH THE PERMIT AND PERFORM, AS NEEDED, TO PROTECT PUBLIC HEALTH, SAFETY AND WELFARE.
15. PERMITTEE SHALL MAKE PROSPECTIVE BIDDERS AWARE OF THE TERMS AND CONDITIONS OF THIS PERMIT. PERMITTEE SHALL BE RESPONSIBLE FOR ALL ACTIONS OF ITS CONTRACTORS AND AGENTS AND TO ENSURE THAT PARTIES ACTING ON BEHALF OF PERMITTEE COMPLY WITH THE TERMS AND CONDITIONS OF THIS PERMIT.
16. PERMITTEE SHALL NEITHER CONSTRUCT, INSTALL OR PLACE ADDITIONAL IMPROVEMENTS WITHIN THE DISTRICT'S RIGHT OF WAY, NOR USE THE RIGHT OF WAY FOR ANY ACTIVITY (UNLESS EXPRESSLY AUTHORIZED BY THIS PERMIT) WITHOUT FIRST HAVING OBTAINED A MODIFICATION OF THIS PERMIT. OF PARTICULAR NOTE, THAT AREA MEASURING 40 FEET LANDWARD FROM THE TOP OF BANK SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS, IMPROVEMENTS OR USE, UNLESS OTHERWISE AUTHORIZED BY THIS PERMIT.
17. THIS PERMIT SHALL NOT BECOME VALID UNTIL ALL OTHER REQUIRED SOUTH FLORIDA WATER MANAGEMENT DISTRICT, LOCAL, COUNTY AND/OR STATE PERMITS OR OTHER AFFECTED PARTIES' APPROVALS HAVE BEEN OBTAINED. IF THERE IS A CONFLICT BETWEEN THE WORK AUTHORIZED BY THIS PERMIT AND A PERMIT OBTAINED FROM A DIFFERENT PUBLIC OR PRIVATE ENTITY, THE TERMS AND CONDITIONS OF THIS PERMIT SHALL PREVAIL AND HAVE SUPERIORITY.
18. A COPY OF THE PERMIT PACKAGE WILL BE KEPT AT THE JOB SITE UNTIL COMPLETION OF ALL PHASES OF CONSTRUCTION AND APPROVAL OF THE FINAL INSPECTION.
19. BASED ON THE DISTRICT'S RECORDS, THE DISTRICT IS NOT THE UNDERLYING FEE OWNER OF PORTIONS OF OR ALL THE LANDS SUBJECT TO THIS PERMIT; THEREFORE, PERMITTEE SHALL BE REQUIRED TO OBTAIN ALL NECESSARY APPROVALS FROM THE UNDERLYING FEE OWNER AS REQUIRED UNDER STANDARD LIMITING CONDITION NO. 5.

20. PERMITTEE IS ADVISED THAT THE DISTRICT HAS NO CONTROL OVER THE SALE OR TRANSFER OF REAL OR PERSONAL PROPERTY. IT IS THE SOLE OBLIGATION OF PERMITTEE TO DISCLOSE TO PROSPECTIVE PURCHASERS THE EXISTENCE OF THIS PERMIT, AND THE TERMS AND CONDITIONS CONTAINED HEREIN. BECAUSE THIS PERMIT IS A REVOCABLE LICENSE THAT DOES NOT ATTACH TO THE LAND, PERMITTEE CONTINUES TO BE OBLIGATED TO COMPLY WITH THIS PERMIT EVEN IF PERMITTEE SELLS OR TRANSFERS THE REAL PROPERTY ADJACENT TO OR ENCUMBERED BY DISTRICT RIGHT OF WAY. ACCORDINGLY, IT IS RECOMMENDED THAT PERMITTEE ENSURE THAT THIS PERMIT IS TRANSFERRED TO A NEW OWNER IN CONJUNCTION WITH ANY SALE OR TRANSFER OF THE SUBJECT REAL PROPERTY.

40E-6.381. Limiting Conditions

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

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

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

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

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

5. This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other

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required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.

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

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

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

- (a) discharge of debris or aquatic weeds into the works of the District;
- (b) causing erosion or shoaling within the works of the District;
- (c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit. Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above.
- (d) leaving construction or other debris on the District's right of way or waterway;
- (e) damaging District berms and levees;
- (f) the removal of District owned spoil material;
- (g) removal of or damage to District locks, gates, and fencing;
- (h) opening of District rights of way to unauthorized vehicular access; or
- (i) running or allowing livestock on the District's right of way.

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

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

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

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

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

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

15. The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use,

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where the Permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the Permittee to pay all taxes due and payable.

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

17. Permittee authorizes the District to record a Notice of Permit through filing the appropriate notice in the public records of the county or counties where the project is. Governmental entities and utilities are not subject to this provision.

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

19. All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.

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

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

22. Special Conditions that are site specific shall be incorporated into every Permit as may be necessary in the best interest of the District.

23. The District is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from the District's utilization of its rights of way or use by third parties. Improvements placed within the right of way are done so at the sole risk of the owner.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.085(1), 373.086, 373.103, 373.109, 373.129, 373.1395, 373.603, 373.609, 373.613 FS. History--New 9-3-81, Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, Amended 5-30-82, 12-29-86, 12-24-91, 9-15-99, 8-12-13.

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below

[ERM21-03 Limestone Creek Natural Area Plans \\$28RAI Rev 1 \\$29.pdf](#)

[App No 230822-39995 02370 Riprap System.pdf](#)

[Concept Only Approval - Additional Permitting Requirements.pdf](#)

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NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's

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security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.

- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

Rev. 06/21/15

Permit No: GP013, Page 16 of 16



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

May 22, 2024

** Delivered via email*

Deborah Drum *
Palm Beach County Environmental Resources Management
2300 N Jog Rd 4th Floor
West Palm Beach, FL 33411

**Subject: Exemption for Limestone Creek
Application No. 240403-43191
Exemption No. 50-110893-P
Palm Beach County**

Dear Ms. Drum:

The South Florida Water Management District (District) reviewed the information submitted for the proposed removal and replacement of the fishing pier, observation platform and pedestrian bridge and has determined that the proposed project is exempt from the requirement to obtain an Environmental Resource Permit, pursuant to 62-330.051(4)(a), (5)(d), and (12)(a), Florida Administrative Code.

The proposed work to be conducted under the exemption involves the removal and replacement of the existing pedestrian bridge within the same footprint. Additionally, wooden piles will be replaced with concrete piles in the same footprint for the removal and replacement of the fishing pier and observation platform. Riprap will be installed under the fishing pier and observation platform for bank stabilization, no more than 18 inches waterward of the existing riprap. The proposed work is located at 6570 Church St. in Jupiter, Palm Beach County. Please see Exhibit Nos. 1.0, 2.0 and 3.0 for additional details.

Activities that qualify for this exemption must be conducted and operated using appropriate best management practices and in a manner which does not cause or contribute to a water quality violation. Pursuant to Chapters 62-302 or 62-4, Florida Administrative Code.

This letter does not relieve you from the responsibility of obtaining other permits (federal, state or local) which may be required for the project.

The determination that this project qualifies as an exempt activity may be revoked if the installation is substantially modified, if the basis of the exemption is determined to be materially incorrect, or if the installation results in violation to state water quality standards. Any changes made in the construction plans or location of the project may necessitate a permit from the District. Therefore you are advised to contact the District before beginning any work in wetlands which is not specifically described in the submittal.

The notice of determination that the project qualifies as an exempt activity constitutes final agency action by the District unless a petition for administrative hearing is filed. Upon timely filing of a petition, this Notice will not be effective until further Order of the District. If you have any questions concerning this matter, please contact Elizabeth Allen, Environmental Analyst 2 at 561-682-2307 or eallen@sfwmd.gov, and Arifa Sultana, at (561) 682-6605 or asultana@sfwmd.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jesse Markle". The signature is stylized with a large, sweeping initial "J" and a clear, legible name.

Jesse Markle, P.E.
Chief, Environmental Resource Bureau

c: Deborah Drum, Palm Beach County Board Of County Commissioners *

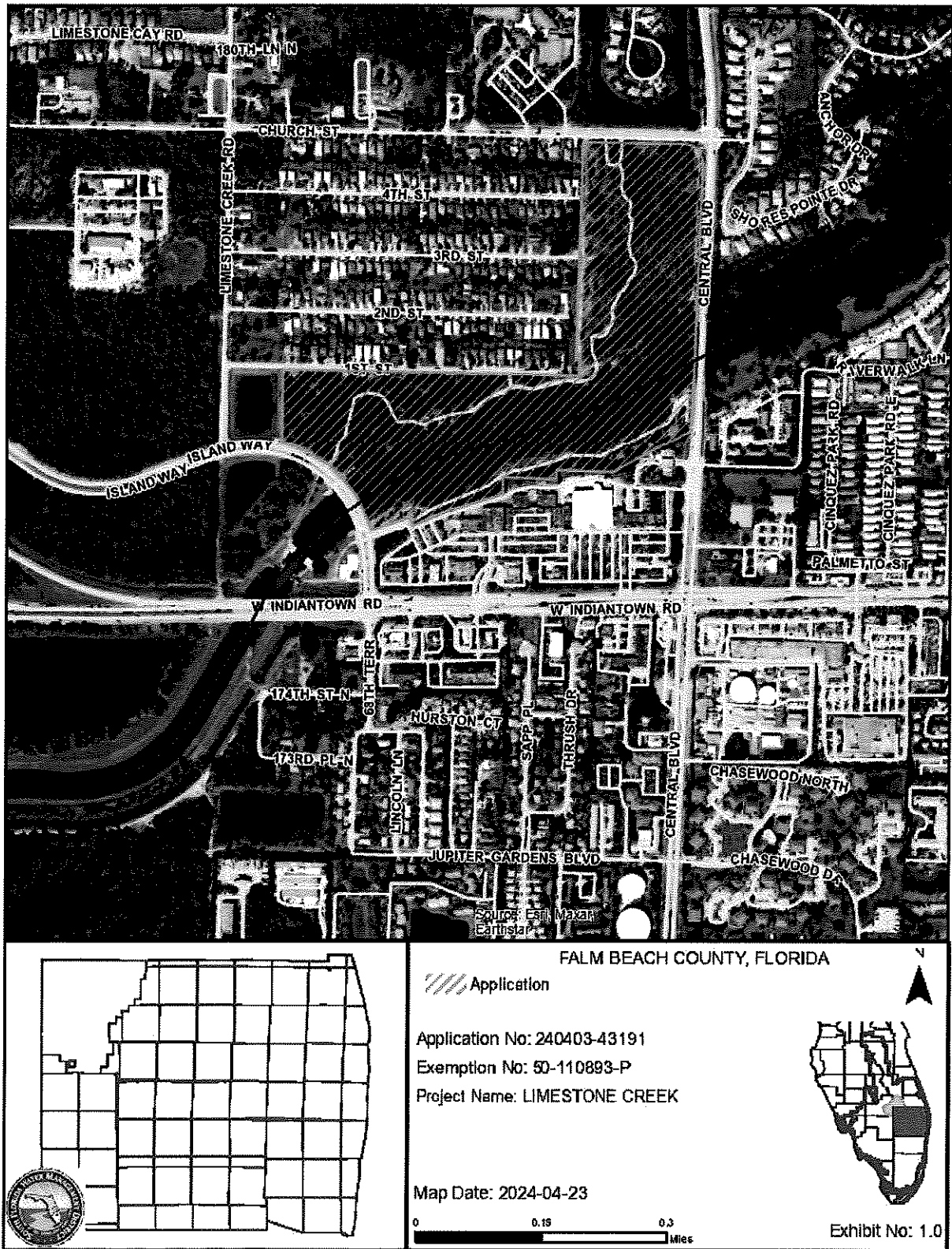
Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website (<http://my.sfwmd.gov/ePermitting>) and searching under this application number 240403-43191.

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 SWM Plans

Exhibit No. 3.0 Riprap Location



NOTES:

1. ALL STRUCTURES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY - REFERENCE STRUCTURAL DRAWINGS FOR DIMENSIONS, PLINGS, ATTACHMENTS, ETC.
2. ADA COMPLIANT CONCRETE WALK TO BE 5' WIDE, 8" THICK, 4,000 PSI. ALL SLOPES DEPICTED REPRESENT LONGITUDINAL SLOPES AT THE CENTERLINE OF THE WALK. GRADE SIDE PER DETAIL W-1 PLAT ADJACENT TO WALK AND 4H:1V DOWN TO EXIST. GRADE PER PAVING & GRADING NOTE 5, SHEET C-2.
3. BANK STABILIZATION TO CONFORM TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) STANDARD SPECIFICATIONS SECTION 62370 FOR RIPRAP SYSTEMS (LATEST EDITION) AND THE SFWMD STANDARD CIVIL DETAIL FOR BANK STABILIZATION TREATMENTS (SEE SHEET C-3, OPTION 2).
4. EXISTING FISHING PIER AND PLINGS TO BE REMOVED.

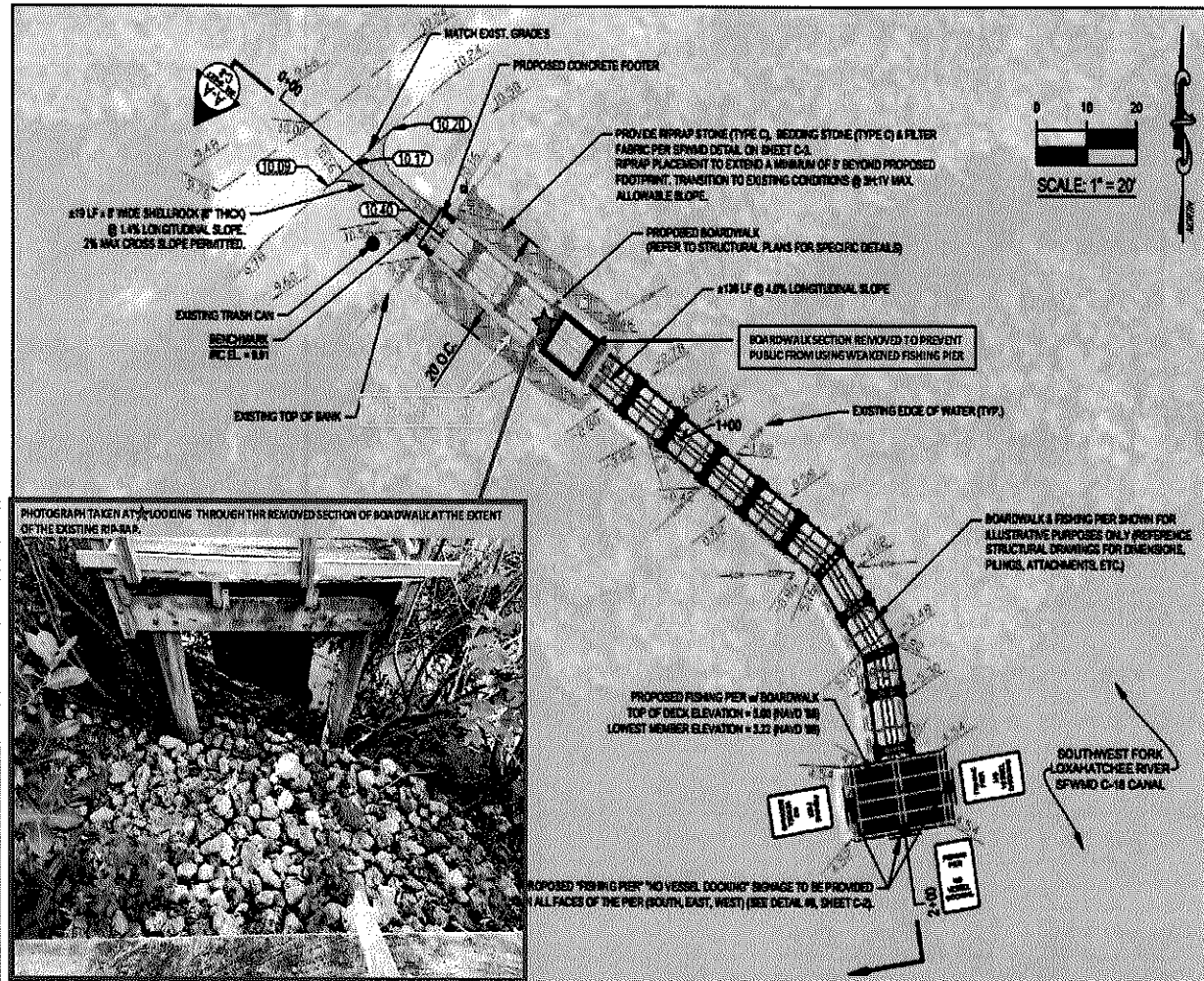


Exhibit No. 3.0

Exemption No. 50-110893-P



PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL
RESOURCES MANAGEMENT
3000 WEST AVE. SUITE 400
WEST PALM BEACH, FLORIDA 33411-4745
(407) 832-3400



Scale: 1" = 20'

Approved: [Signature]

Drawn: [Signature]

Checked: [Signature]

Date: 03/13/2024

City: West Palm Beach

STONE CREEK NATURAL AREA
PUBLIC USE FACILITY
CIVIL - AREA 1

C-5

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a

Rev. 1/16/20

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petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.

- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT RIGHT OF WAY SECTION

REQUIREMENTS TO ADDRESS MEANS AND METHODS OF CONSTRUCTION; REQUIREMENT TO OBTAIN A SEPARATE ROW PERMIT FOR TEMPORARY ACCESS

Right of Way Occupancy Permits (ROW Permits) for bridges and other major projects are often approved in "concept only/" because the plans only depict the completed project proposed in the right of way. During application review, applicants are often unable to provide the "means and methods" of construction because no contractor has been chosen and there are no specific details as to how the project will be built by any given contractor.

For this reason, ROW Permits often require an applicant's chosen contractor to apply for and obtain its own separate ROW Permit that addresses the specific details for construction. When a ROW Permit includes a special condition advising that the project is approved in "concept only", this document will be attached to and incorporated into the ROW Permit by reference. No work within the right of way may commence until the contractor obtains its own separate ROW Permit.

Project managers or agents of the permittee are strongly urged to include this document along with a copy of the Main Project ROW Permit in the bid package for the project. All questions from potential bidders regarding the ROW Permit and District requirements must be submitted to the District through the permittee so that all bidders can have access to the same District response.

IN GENERAL.

All contractors and subcontractors who seek or are awarded a contract to construct a bridge or other major project in the District's right of way which is approved in "Concept Only" shall comply with the following requirements. Approved in "Concept Only" means that no means or methods for the construction of the proposed project have been reviewed and approved by the District. A special condition of the ROW Permit will identify whether a project is approved in "Concept Only" and will incorporate the requirements set forth in this attachment by reference.

FILING AN APPLICATION FOR THE ROW PERMIT TO ALLOW TEMPORARY ACCESS.

Contractors who will perform the work authorized by a ROW Permit approved in Concept Only are required to obtain a ROW Permit for temporary access to enter upon the right of way to perform the work ("Temporary Access Permit"). The application must be filed online at www.sfwmd.gov/rowpermits. No work, staging, storage of materials, or use of the right of way may proceed without first having obtained the required ROW Permit.

COMPLIANCE WITH ROW PERMIT CONDITIONS FOR THE PROJECT APPROVED IN "CONCEPT ONLY" ("MAIN PROJECT PERMIT").

Compliance with all special, general, and standard limiting conditions of the Main Project Permit shall be required. Contractors should note that certain stages of work may not proceed until specific deliverable are provided to the District (e.g., certified cross-sectional surveys following dredging, as-builts, etc.) or certain work is completed (e.g., dredging to the required cross-section must be completed before pile driving may proceed). Contractors should carefully review the Main Project Permit to identify required intermittent inspections and permittee obligations and accommodate them in development of the project schedule.

COMPLIANCE WITH ROW PERMIT CONDITIONS FOR THE MEANS AND METHODS OF CONSTRUCTION ("TEMPORARY ACCESS PERMIT").

Compliance with all special, general, and standard limiting conditions of the Temporary Access Permit shall be required. Applications for the Temporary Access Permit will be required to provide written narrative, plans, and supporting documents to address the following requirements:

- **Plans/Aerials.**

Plans/aerials must show access to the work area from a public roadway, proposed equipment and material staging areas, vehicle parking areas, proposed temporary utility services, construction trailers, turbidity barriers, and other temporary uses that may be proposed in the District's right of way. Plans must be drawn to scale and clearly delineate the top of bank of the canal and District right of way lines. Please be advised that no parking, storage, or other uses will be authorized within 40 feet of the top of bank unless expressly authorized by the District, and no use of cofferdams or other devices/activities that adversely impact canal flow will not be authorized. District access through the right of way must be maintained as directed by the District in its review and approval of the plans. The manner and location of approved uses in the right of way is at the sole discretion of the District.

- **Means and Methods of Construction.**

Contractors are required to submit a narrative outlining the general means and methods of construction with emphasis on activities that may adversely impact operations and maintenance of the District's flood control system and rights of way.

- **Barge Management Plan.**

Contractors who propose to use a barge to construct an authorized work in the District's right of way are required to submit a Barge Management Plan. Please contact District staff at rowpermits@sfwmd.gov to obtain the requirements for a Barge Management Plan.

- **Access over District Structures and Bridges.**

Contractors who propose access of vehicles and equipment over District bridges and structures are required to provide a structural analysis and perform documentation to determine if District facilities can accommodate the type, weight, length, and intensity of use of vehicles and equipment. Please contact District staff at rowpermits@sfwmd.gov to obtain the requirements for authorization for access over District structures and bridges.

- **Emergency Management/Environmental Impact/Containment Plan.**

Contractors must submit an emergency management plan to describe how the canal and right of way will be secured and/or vacated if directed by the District in advance of a storm or flooding event. In addition, contractors must submit a plan to address environmental clean-up and containment of hazardous material if a vehicle or equipment should fall into a canal or spill on to the right of way. Contractors are required to have equipment and/or supplies available at the work site at all times.

- **Vehicle List.**

The application is required to include a vehicle and equipment list, including types, axles, weight, length, and width. In addition, the list must include the number of anticipated trips per day per vehicle.

- **Construction Trailers; Storage of Materials and Equipment.**

Requests for construction trailers must comply with the District's requirements set forth on pages 134 and 135 of the Criteria Manual for Use of Works and Lands of the District. The criteria manual may be accessed at www.sfwmd.gov/rowpermits.

- **Temporary Utility Service.**

Work requiring temporary utility service may require a separate ROW Permit (e.g., temporary pole, temporary aerial line to construction trailer, etc.). Please consult with District staff to determine if a separate application is required.

OTHER CONSIDERATIONS.

PRE-CONSTRUCTION MEETING

A pre-construction meeting for both the Main Project Permit and the Temporary Access Permit will be held at the same time and is required prior to any work, set-up, use, access, or delivery of materials upon or to the right of way. Permittee and its chosen contractors/subcontractors should attend the pre-construction meeting which will be coordinated with the District field representative assigned to both ROW Permits.

FINANCIAL ASSURANCE

Contractors seeking a Temporary Access Permit will be required to post a financial assurance in a form and amount required by the District. The amount of the financial assurance will be based upon the length of the proposed travel route, intensity of vehicle and equipment use, and risk of damage to and value of District structures and bridges that must be crossed to access the work location. The financial assurance must be posted prior to issuance of the Row Permit.

INSURANCE

Contractors seeking a Temporary Access Permit will be required to provide evidence of insurance to the satisfaction of the District. The certificate must include general liability coverage of \$1,000,000 per occurrence (minimum) and name the South Florida Water Management District as additional insured. A copy of the applicable endorsement from the insurer is also required. The expiration date for the certificate should be later than the completion date of the work or as late as possible since the expiration date of the Temporary Access Permit will coincide with the insurance expiration date.

KEY PERMIT/DISTRICT KEY TO OPEN DISTRICT GATES

Contractors seeking a Temporary Access Permit will be required to obtain a separate key permit from the District if access to the proposed work site requires entry through a District gate. A key permit allowing issuance of a District gate key can only be approved following issuance of the Temporary Access Permit. A deposit for the key is required and conditions related to the opening and securing of the District gate(s) will be included in the Temporary Access Permit. The key deposit will be refunded upon return of the key to the District after work is completed. The gate key must be returned to the District prior to the release of any required financial assurance.

THIRD-PARTY INSPECTORS

For certain projects, the District requires permittee to provide the services of a third-party inspector for the benefit of the District. The third-party inspector is retained by permittee and/or permittee's contractor and provides reports, documentation, and reports as prescribed and in a manner directed by the District field representative assigned to the Main Project Permit. Contractors are encouraged to coordinate with permittee regarding the hiring of the third-party inspector. The third-party inspector is required to attend the pre-construction meeting for the ROW Permits.

MATERIAL CHANGES (e.g., Changes to Approved Construction Materials).

Contractors should anticipate that the work authorized by a ROW Permit must be completed in accordance with the approved plans and District specifications, when required. The District does not routinely approve requests for material changes, which, if authorized by the District, is at the District's sole discretion. The District shall not be liable for any losses or delays caused by the denial of requests for material changes.

QUESTIONS?

District Right of Way staff is available to assist with questions you may have. Please direct your questions to rowpermits@sfwmd.gov.

Effective 02/21/2022

ACCESS-TEMPORARY

(Allowable Zone 3, 4, 5)

In order for temporary access purposes to be considered for issuance of a Notice General Permit, each of the following items listed below must be met or exceeded, in their entirety. If your proposal does not meet the following criteria you must apply for a Standard Permit. Responsibility is borne by the applicant to provide information sufficient to the District which insures the following criteria will be met:

NOTES:

1. The applicant is cautioned that the District's approval of such a request will be limited to its interest in the right of way. Where the District owns less than a fee simple interest in the right of way, it is the individual applicant's responsibility to obtain any additional approvals that may be required.
2. Where access to the right of way is controlled by District-owned locked gates, the applicant must also obtain a Key Permit and pay any applicable fees or deposits as specified by the District.
3. Applicants are advised that the review of applications for this type of use of the District's rights of way are complex and time consuming. Due to the need to obtain necessary information and assurances. Applicants should anticipate delays in obtaining a permit for this type of use and submit the request as early as possible. Further, the applicant should also clearly understand that failure to maintain the right of way on a daily basis in accordance with the terms and conditions of the permit is grounds for immediate permit revocation. In this regard, permittees are responsible for the repair, replacement and restoration of any damage to the District's rights of way, which may result from the permitted use. Such restoration shall be to original or better condition and to the satisfaction of the District.

Criteria To Be Met:

1. The use must not be in any way adverse to the District's operation and maintenance programs, policies and goals.
2. The proposal does not involve crossing a District Water Control Structure service bridge.
3. The proposal does not adversely affect previously-authorized use(s) of the right of way.
4. Assurance that no vehicular maintenance/repair activities, substances or parts associated with the repair or maintenance of vehicles/equipment will take place, be used, stored or discarded within the right of way.
5. The proposed use will not interfere with the District's continuous, uninterrupted vehicular access along either canal bank.
6. The proposed use is not intended to provide permanent and/or temporary access to owners of private land that is otherwise "land-locked".
7. The proposed use must not be located within a staging area or other area where the District has designated as being prohibited.
8. The project associated with the request has obtained all necessary permits, licenses or other forms of approval.
9. The applicant demonstrates financial assurance to ensure compliance with permit conditions.
10. The applicant provides insurance coverage to the amounts and limits specified by the District.
11. Where applicable, the applicant provides necessary deposits associated with Key Permits which may be required.
12. The use is otherwise consistent with the provisions of Chapter 373, F.S., and Chapter 40E-6, F.A.C.
13. The proposed use is not located within an environmentally sensitive area.

ACCESS- TEMPORARY (CONT'D)

Applicant Must Provide:

1. A completed application for permit, including signature(s) and processing fee.
2. Legible 8 1/2" x 11" drawings, either drawn to scale or fully dimensioned depicting:
 - a. District rights of way lines.
 - b. Location tied to the nearest crossroad or bridge.
 - c. The precise locations of ingress and egress.
3. Narrative addressing:
 - a. The length of time use of the right of way is being requested.
 - b. An outline of other alternate routes which are available and why they cannot be used.
 - c. The type and size of vehicles to utilize the right of way and frequency (in round trips per day) that each type of vehicle would be using the right of way.
4. The measures to be taken by applicant which will preclude the vehicular use of the right of way by the general public.
5. The posting of financial assurance in the form of a bond or other surety in an amount satisfactory to the District (See Financial Assurance and Insurance, page 19).
6. A Certificate of Insurance to the limits and amounts specified by the District. (Please contact Right of Way Permitting Staff for current requirements)

ATTACHMENT C

GEOTECHNICAL INVESTIGATION



Geotechnical Engineering Report

Proposed Limestone Creek Natural Area Improvements

Jupiter, Florida

February 25, 2022

Terracon Project No. HD215060

Prepared for:

Civil Design, Inc.

West Palm Beach, FL

Prepared by:

Terracon Consultants, Inc.

West Palm Beach, FL

Environmental



Facilities



Geotechnical



Materials

February 25, 2022

Civil Design, Inc.
1400 Centrepark Boulevard, Suite 905
West Palm Beach, FL 33401



Attn: Mr. Jeff Trompeter, P.E. / President
P: (561) 659-5760
E: jtrompeter@civil-design.com

Re: Geotechnical Engineering Report
Proposed Limestone Creek Natural Area Improvements
6750 Church Street
Jupiter, Florida
Terracon Project No. HD215060

Dear Mr. Trompeter:

We have completed the Geotechnical Engineering services for the above referenced project. This study was performed in general accordance with Terracon Proposal No. PHD215060 dated August 31, 2021. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning the design and construction of pile foundations for the planned fishing pier, observation platform, and pedestrian bridge for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

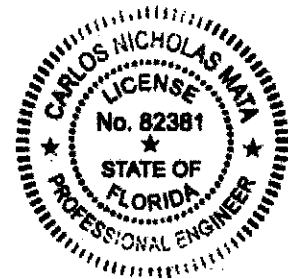
Sincerely,
Terracon Consultants, Inc.

Colin T. Henderson
Project Engineer

Mata, C
Nick

Digitally signed by Mata, C. Nick
DN: cn=Mata, C. Nick, ou=General
Users,
email=Nick.Mata@terracon.com,
Date: 2022.02.25 11:03:21 -0500

Nick Mata, P.E.
Project Engineer
FL Registration No. 82381



Douglas S. Dunkelberger, P.E.
Principal
FL License No. 33317

Terracon Consultants, Inc. 1225 Omar Road West Palm Beach, Florida 33405
P (561) 689 4299 F (561) 689 5955 terracon.com

Environmental

Facilities

Geotechnical

Materials

REPORT TOPICS

INTRODUCTION.....	1
SITE CONDITIONS.....	1
PROJECT DESCRIPTION.....	2
GEOTECHNICAL CHARACTERIZATION.....	2
GEOTECHNICAL OVERVIEW.....	3
DEEP FOUNDATIONS.....	4
GENERAL COMMENTS.....	6

Note: This report was originally delivered in a web-based format. For more interactive features, please view your project online at client.terracon.com.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES
SITE LOCATION AND EXPLORATION PLANS
EXPLORATION RESULTS
SUPPORTING INFORMATION

Note: Refer to each individual Attachment for a listing of contents.

REPORT SUMMARY

Topic ¹	Overview Statement ²
Project Description	We understand that the Environmental Resources Management (ERM) of Palm Beach County plans to construct replacement structures for the existing fishing pier, observation platform, and pedestrian bridge at the Limestone Creek Natural Area. The structures will be supported by 12-inch square and 14-inch square prestressed concrete piles that will be designed for a service load of 10 tons. The following allowable loading conditions have been <u>provided</u> for the proposed fishing pier, observation platform, and pedestrian bridge: ■ Compression = 10 tons The required lateral and tension loads were not provided. The estimated allowable tension loads and ultimate lateral loads corresponding to a compression load of 10 tons are presented in this report.
Geotechnical Characterization	The subsurface exploration performed at the site disclosed very loose to medium dense fine sand or silty fine sand soils to depths of about 23 to 28 feet below ground surface (bgs). These soils were underlain by medium dense to very dense fine sand soils with sand-sized and gravel-sized shell fragments that extended to the borehole termination depths of 30 to 60 feet bgs. The depth to groundwater was observed at about 4.5 to 10 feet below ground surface (-0.5 to 0 feet NAVD) while drilling.
Deep Foundations	Design and construction recommendations for 12-inch square and 14-inch square prestressed concrete piles are presented.
General Comments	This section contains important information about the limitations of this geotechnical engineering report.
1. If the reader is reviewing this report as a pdf, the topics above can be used to access the appropriate section of the report by simply clicking on the topic itself. 2. This summary is for convenience only. It should be used in conjunction with the entire report for design purposes.	

Geotechnical Engineering Report
Proposed Limestone Creek Natural Area Improvements
6750 Church Street
Jupiter, Florida
Terracon Project No. HD215060
February 25, 2022

INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed fishing pier, observation platform, and pedestrian bridge that are planned at the Limestone Creek Natural Area located at 6750 Church Street in Palm Beach County, Jupiter, Florida. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- » Subsurface soil conditions
- » Foundation design and construction
- » Groundwater conditions

The geotechnical engineering Scope of Services for this project included the advancement of three (3) test borings to depths ranging from 30 to 60 feet below existing site grades.

Maps showing the site and boring locations are shown in the Site Location and Exploration Plan sections, respectively.

SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Parcel Information	The Limestone Creek Natural Area is located at 6750 Church Street in Palm Beach County, Jupiter, Florida. See Site Location
Existing Improvements	The site consists of a boardwalk that leads to a pedestrian bridge, wildlife observation platform, and fishing pier.
Current Ground Cover	Grass covered, surrounded by Palmetto bushes and pine trees.
Existing Topography	Based on the ERM plans provided by Civil Design, Inc., the ground surface elevations in the vicinity of the project area typically from about +0 to +10 feet with respect to the North American Vertical Datum of 1988 (NAVD).

Responsive » Resourceful » Reliable

1

PROJECT DESCRIPTION

Our understanding of the project conditions is as follows:

Item	Description
Information Provided	The following information was provided to us by Jeff Trompeter, P.E. (Civil Design, Inc.) via email on August 27, 2021. ■ Environmental Resource Management Plans of existing fishing pier, boardwalk, pedestrian bridge and observation platform.
Project Description	We understand that the Environmental Resources Management (ERM) of Palm Beach County plans to construct replacement structures for the existing fishing pier, observation platform, and pedestrian bridge at the Limestone Creek Natural Area. The replacement structures will be supported by 12-inch square and 14-inch square prestressed FDOT concrete piles that will be designed for a service load of 10 tons. The following allowable loading conditions have been <u>provided</u> for the proposed fishing pier, observation platform, and pedestrian bridge: ■ Compression = 10 tons per pile The required lateral and tension loads were not provided. However, the estimated allowable tension loads and ultimate lateral loads corresponding to a compression load of 10 tons are presented in this report.

GEOTECHNICAL CHARACTERIZATION

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and recommendations. Conditions encountered at the exploration points are indicated on the boring logs. The boring logs and GeoModel can be found in the Exploration Results section of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at the boring locations, refer to the GeoModel.

Model Layer	Layer Name	General Description
1	Fine SAND	Poorly graded Fine SAND, some lenses with trace silt (SP); very loose to medium dense
2	SAND with Shell Fragments	Poorly graded Fine SAND, with trace to some sand-sized to gravel-sized fragments, some lenses with cemented sand and shell nodules (SP); medium dense to very dense
3	Silty Fine SAND	Silty Fine SAND, with organic staining (SM); loose

Model Layer	Layer Name	General Description
4	Fine SAND, Trace Clay	Poorly Graded Fine SAND, some lenses with trace clay (SP); loose to medium dense

Groundwater

The boreholes were observed while drilling for the presence and level of groundwater. The water levels observed in the boreholes can be found on the boring logs in Exploration Results, and are summarized below.

Boring Number	Approximate Ground Surface Elevation (feet) ¹	Approximate Depth to Groundwater while Drilling (feet) ²	Approximate Elevation to Groundwater while Drilling (feet-NAVD)	Date Drilled
B-1	+4	4.5	-0.5	12/22/2021
B-2	+8.5	8.5	0	12/22/2021
B-3	+10	10	0	12/22/2021

¹ The ground surface elevation at the boring locations were estimated based on Google Earth.

² Below ground surface

Groundwater level fluctuations occur due to variations in the channel surface water level and seasonal variations in the amount of rainfall, tidal fluctuation, runoff and other factors not evident at the time the boring was performed. Therefore, groundwater levels during construction or at other times in the life of the project may be higher or lower than the levels indicated on the boring log. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

GEOTECHNICAL OVERVIEW

In general, the borings encountered very loose to very dense sands to the borehole termination depths of 30 to 60 feet below existing ground surface. Very loose sands were not observed at Boring B-1. However, at Borings B-2 and B-3, the very loose sands extended to depths of about 10 and 8 feet (EL. -1.5 and EL. +2.0 feet), respectively.

The site appears suitable for the proposed construction based on upon the geotechnical conditions encountered in the borings and our current understanding of the proposed development. Based on the results of the subsurface exploration and our geotechnical engineering analysis, the fishing pier, observation platform, and pedestrian bridge structures can be supported on driven precast concrete piles as planned.

The Deep Foundations section provides our estimated capacities for driven prestressed precast concrete piles.

The General Comments section provides an understanding of the report limitations.

DEEP FOUNDATIONS

Driven Pile Design Methodology and Modeling

Design Methodology

The computer program FB-Deep version 2.05 developed by the Bridge Software Institute at the University of Florida was used to estimate axial capacities for 12-inch and 14-inch square prestressed concrete piles for support of the proposed fishing pier, observation platform, and pedestrian bridge. The program (which is used by the FDOT) uses a methodology based on empirical correlations between cone penetrometer tests and Standard Penetration Tests for typical Florida soils and limestone to estimate driven pile capacities.

Modeling

The FB-Deep program was used to estimate the pile axial capacities using the subsurface profile at the location of the SPT borings with the exception that the uppermost 11 feet, 15.5 feet, and 17 feet of the soil profile that were neglected at Borings B-1, B-2, and B-3, respectively. These were the approximate vertical distances from the existing ground surface at the boring locations to 2 feet below the channel bottom (-7 feet NAVD) at the proposed pedestrian bridge, observation platform, and fishing pier structures (two feet is the thickness of soil that is assumed will be lost due to long-term scour).

The following information was not provided to us, but rather was interpreted from the provided plans:

- The water surface elevation is at +0 feet NAVD.
- The channel bed (mudline) elevation was estimated to be approximately 5 feet below the water surface (-5 feet NAVD).
- The soils in the upper two feet below the mudline will be lost to scour effects (i.e., scour elevation of -7 feet NAVD).

If actual conditions are different than shown above, Terracon must review the information to confirm that the design capacities presented in this report are still applicable.

The compression, tension, and lateral capacities for concrete piles for the fishing pier, pedestrian bridge, and observation platform were modeled using the following:

Structure	Top of Pile Elevation (NAVD88) ¹	Mudline Elevation (NAVD88)	Scour Depth (ft)	Depth from the Top of Pile to Mudline (ft)	Depth from the Top of Pile to Mudline (including Scour) (ft)
Pedestrian Bridge	+3	-5	2	8	10
Observation Platform	+8	-5	2	13	15
Fishing Pier	+4	-5	2	9	11

1. Elevations are referenced to the NAVD88 datum as indicated on the provided ERM plans.

Driven Pile Design Recommendations

The following table summarizes the design criteria and other design information for 12-inch square and 14-inch square precast concrete piles. The allowable compression loads were based on a factor of safety of 2 of the Davisson capacity. The allowable uplift loads were based on 1/3 (33%) of the ultimate side friction. The ultimate, Davisson, and allowable pile capacity charts are provided in the Supporting Information section in the attachments.

Prestressed Concrete Pile Design Recommendations						
Prestressed Concrete Pile Parameters	Pedestrian Bridge		Observation Platform		Fishing Pier	
	12-inch Square Pile	14-inch Square Pile	12-inch Square Pile	14-inch Square Pile	12-inch Square Pile	14-inch Square Pile
Allowable Compressive Load	10 tons	10 tons	10 tons	10 tons	10 tons	10 tons
Allowable Uplift Load	2.5 tons	3.0 tons	2.0 tons	1.5 tons	2.0 tons	2.0 tons
Lateral Capacity (Free head/fixed head) ¹	0.5 tons / 1.0 tons ²	1.0 tons / 1.5 tons ³	0.5 tons / 1.0 tons ⁴	1.0 tons / 1.0 tons ⁵	1.0 ton / 1.0 tons ⁶	1.0 tons / 1.5 tons ⁷
Minimum Installed Length Below the Bottom of Scour (-7 ft NAVD88)	8 feet	8 feet	11 feet	9 feet	9 feet	8 feet
Estimated Pile Tip Elevation	-15 ft NAVD88	-15 ft NAVD88	-18 ft NAVD88	-16 ft NAVD88	-16 ft NAVD88	-15 ft NAVD88

1. The lateral capacities were calculated using the L-Pile program. The lateral capacities presented above are based on an approximately 1/2-inch lateral deflection of the pile head for free and fixed head conditions, and on the assumption that the typical top of pile will be at approximately 10 feet, 15 feet, and 11 feet above the bottom of scour at the pedestrian bridge, observation platform, and fishing pier, respectively. Terracon must review the lateral capacity analysis after the final foundation design and prestressed concrete pile layout is complete.
2. For a 12-inch square pile at the pedestrian bridge subjected to a 0.5-ton lateral load under the free-head condition, the calculated bending moment is about 85 in-kips occurring at a depth of about 11.7-feet below the pile top. For a 12-inch square pile subjected to a 1.0-ton lateral load under the fixed-head condition, the calculated bending moment is about 334 in-kips occurring at the pile top.
3. For a 14-inch square pile at the pedestrian bridge subjected to a 1.0-ton lateral load under the free-head condition, the calculated bending moment is about 100 in-kips occurring at a depth of about 11.7-feet below the pile top. For a 14-inch square pile subject to a 1.5-ton lateral load under the fixed-head condition, the calculated bending moment is about 553 in-kips occurring at the pile top.
4. For a 12-inch square pile at the observation platform subjected to a 0.5-ton lateral load under the free-head condition, the calculated bending moment is about 94 in-kips occurring at a depth of about 17.6-feet below the pile top. For a 12-inch square

Prestressed Concrete Pile Design Recommendations

- pile subjected to a 1.0-ton lateral load under the fixed-head condition, the calculated bending moment is about 236 in-kips occurring at the pile top.
5. For a 14-inch square pile at the observation platform subjected to a 1.0-ton lateral load under the free-head condition, the calculated bending moment is about 98 in-kips occurring at a depth of about 17.2-feet below the pile top. For a 14-inch square pile subject to a 1.0-ton lateral load under the fixed-head condition, the calculated bending moment is about 349 in-kips occurring at the pile top.
 6. For a 12-inch square pile at the fishing pier subjected to a 1.0-ton lateral load under the free-head condition, the calculated bending moment is about 112 in-kips occurring at a depth of about 13.0-feet below the pile top. For a 12-inch square pile subjected to a 1.0-ton lateral load under the fixed-head condition, the calculated bending moment is about 316 in-kips occurring at the pile top.
 7. For a 14-inch square pile at the fishing pier subjected to a 1.0-ton lateral load under the free-head condition, the calculated bending moment is about 112 in-kips occurring at a depth of about 12.9-feet below the pile top. For a 14-inch square pile subject to a 1.5-ton lateral load under the fixed-head condition, the calculated bending moment is about 503 in-kips occurring at the pile top.

Driven piles should be spaced at least three pile widths apart (center-to-center).

Driven Pile Construction Considerations

Wave equation analysis should be performed at the time of hammer selection to ensure that the target bearing depth for lateral stability and vertical capacity can be reached with the hammer chosen and that the piles will not be overstressed during driving. The contractor should submit the pile driving plan and the pile hammer-cushion combination to the engineer for evaluation of the driving stresses in advance of pile installation. During driving, a maximum of 10 blows per inch is recommended to reduce the potential of pile damage. We recommend that the piles be installed in accordance with Section 455 of the latest edition of the FDOT's *Standard Specifications for Road and Bridge Construction (SSRBC)*.

Vibrations associated with pile driving could damage adjacent structures via seismic densification of the sandy soils beneath their foundations (causing settlement). We therefore recommend that protection of nearby residential structures be implemented in accordance with *Section 455-1.1 Protection of Existing Structures* of the FDOT's SSRBC. This should include monitoring vibrations using a seismometer to verify that they are below the threshold levels that could cause damage. It has been our experience that ground vibrations at the location of structures supported on shallow foundations constructed upon loose sandy soils will need to be maintained at a peak particle velocity of 0.15 inch per second or less if seismic densification is to be avoided.

Conducting a pre-construction survey of the nearby structures should be considered to identify any pre-existing cracks prior to pile driving. The survey should consist of photographic documentation of the existing facilities and should be made in a concerted effort with the owners of those facilities.

GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur

between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either expressed or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

ATTACHMENTS

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EXPLORATION AND TESTING PROCEDURES

Field Exploration

Number of Borings	Boring Depth (feet)	Planned Location
1 (B-1)	30	Proposed Pedestrian Bridge
1 (B-2)	40	Proposed Observation Platform
1 (B-3)	60	Proposed Fishing Pier

Boring Layout and Elevations: Terracon personnel marked the boring locations using nearby referenced points.

- Prior to drilling, Sunshine State One Call was contacted to mark public utilities at the site.
- Once underground utility clearance was obtained, we mobilized a ATV-mounted drilling rig, and drilled the Standard Penetration Test (SPT) borings.
- The Standard Penetration Test (SPT) borings were drilled using mud rotary methods. Soil sampling in the SPT borings was completed in general accordance with industry standard procedures wherein split-barrel samples were obtained. SPT split spoon sampling was continuous to a depth of 10 feet, and at 5-foot vertical intervals thereafter. In addition, we observed and recorded groundwater levels during drilling. Once the samples were collected and classified in the field, they were placed in appropriate sample containers for transport to our laboratory. The boreholes were backfilled with bentonite chips upon completion.

Laboratory Testing

The project engineer reviewed the field data. No mechanical testing was assigned. Procedural standards noted below were for reference to methodology in general. In some cases, variations to methods were applied because of local practice or professional judgment. Standards noted below include reference to other, related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2488 Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)

SITE LOCATION AND EXPLORATION PLANS

Contents:

Site Location Plan
Exploration Plan

Note: All attachments are one page unless noted above.

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SITE LOCATION PLAN

Proposed Limestone Creek Natural Area Improvements ■ Jupiter, Florida
February 25, 2022 ■ Terracon Proposal No. PHD215060

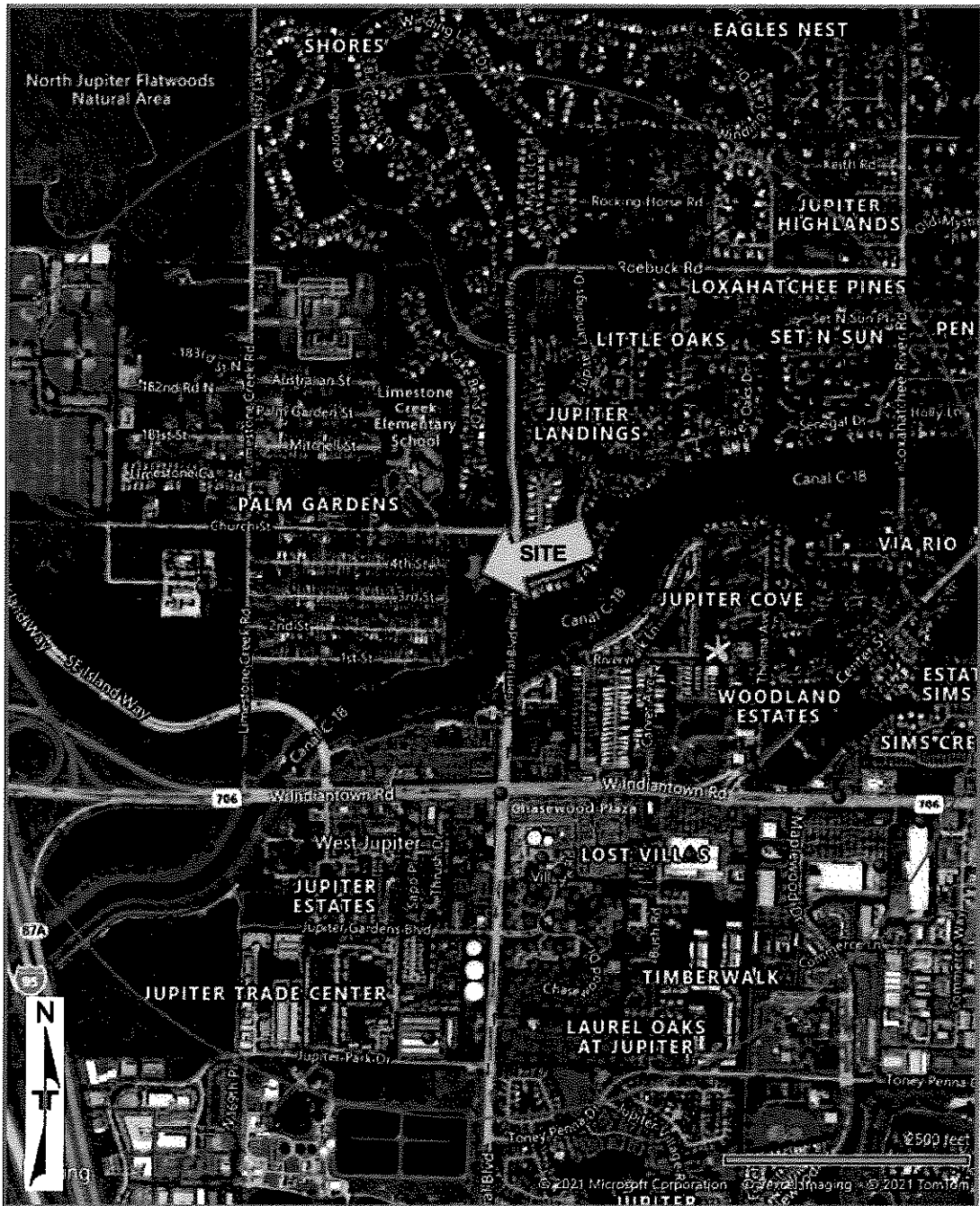


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
QUADRANGLES INCLUDE: ROOD, FL (1/1/1983) and JUPITER, FL (1/1/1983).

EXPLORATION PLAN
Proposed Limestone Creek Natural Area Improvements ■ Jupiter, Florida
February 25, 2022 ■ Terracon Proposal No. PHD215060



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS
NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED
BY MICROSOFT BING MAPS

EXPLORATION RESULTS

Contents:

GeoModel

Boring Logs (B-1 through B-3) (3 pages)

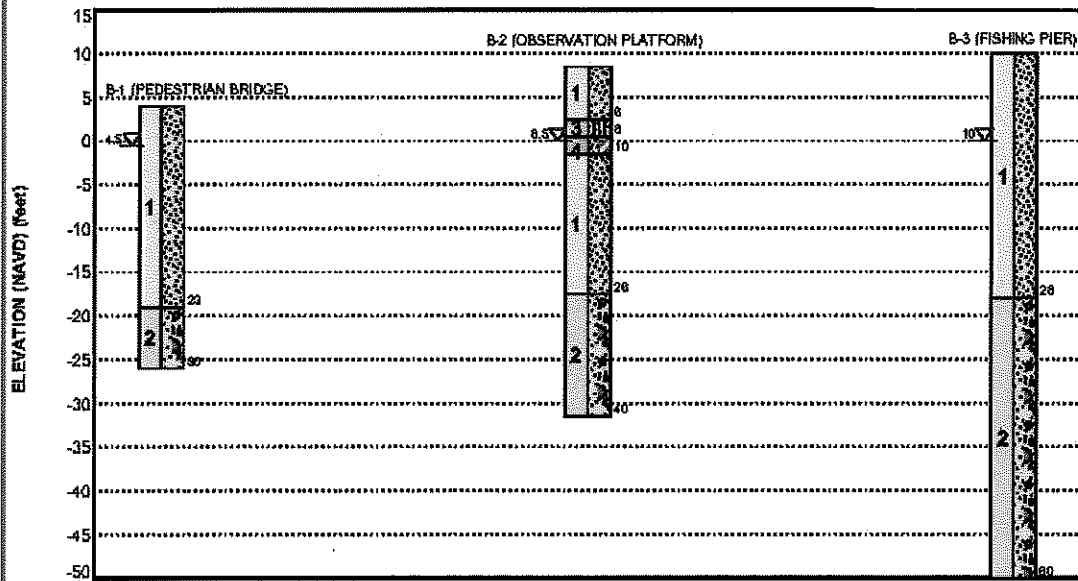
Note: All attachments are one page unless noted above.

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GEOMODEL

Limestone Creek Natural Area ■ Jupiter, FL
Terracon Project No. HD215080

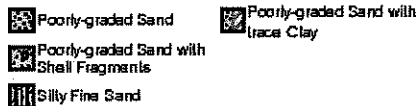
Terracon
GeoReport



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	Fine SAND	Poorly graded Fine SAND, some lenses with trace silt (SP), very loose to medium dense
2	SAND with Shell Fragments	Poorly graded Fine SAND with trace to some sand-sized to gravel-sized shell fragments, some lenses with cemented sand and shell nodules (SP), medium dense to very dense
3	Silty Fine SAND	Silty Fine SAND with organic staining (SM), loose
4	Fine SAND, Trace Clay	Poorly Graded Fine SAND, some lenses with trace clay (SP), loose to medium dense

LEGEND



x First Water Observation

Groundwater levels are temporal. The levels shown are representative of the date and time of our exploration. Significant changes are possible over time. Water levels shown are as measured during and/or after drilling. In some cases, boring advancement methods mask the presence/absence of groundwater. See individual logs for details.

NOTES:

Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

Page 1 of 1

CLIENT: Civil Design Inc.
West Palm Beach, FL

SITE: 6570 Church Street
Jupiter, FL

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NOWELL HD215080 LIMESTONE CREEK N - 1-8-2022.GPJ TERRACON DATATEMPLATE.GDT 2/4/22

Hammer Type: Rope and Cathead

NGMS:

Elevations shown on this log are listed in NAVD

Terracon

Project No.: HD215060

BORING LOG NO. B-2 (OBSERVATION PLATFORM)						Page 1 of 1	
PROJECT: Limestone Creek Natural Area				CLIENT: Civil Design Inc. West Palm Beach, FL			
SITE: 6570 Church Street Jupiter, FL							
MODEL LAYER	GRAPHIC LOG	LOCATION: See Exploration Plan Latitude: 26.9379° Longitude: -80.1361° Surface Elev.: 8.5 (FL)		DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
		DEPTH ELEVATION (FL) FINE SAND (SP) , gray to brown, very loose					
1	1	5.0		2.5			2-1-1-2 N=2
2	2	8.0 SILTY FINE SAND (SM) , with organic staining, dark brown, loose		9.5			2-3-2-1 N=5
3	3	10.0 FINE SAND (SP) , with trace clay, gray, very loose		-1.5			1-1-2-3 N=3
4	4	FINE SAND (SP) , gray to brown, loose to medium dense					2-2-2-4 N=4
5	5						3-3-5-6 N=6
6	6			20			5-7-8-8 N=15
7	7						6-7-6-8 N=13
8	8	25.0 FINE SAND (SP) , with sand-sized to gravel-sized shell fragments, medium dense to very dense, medium dense to to very dense		-17.5			3-5-10-17 N=15
9	9						28-27-29-26 N=56
10	10						30-32-34-35 N=66
		Boring Terminated at 40 Feet		40			
Stratification lines are approximate. In-situ, the transition may be gradual. Hammer Type: Rope and Cathead							
Advancement Method: Mud Rotary Continuous sampling in the upper 12 feet Samples at 3 and 5 foot intervals thereafter		See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).		Notes:			
Abandonment Method: Boring backfilled with cement-bentonite grout upon completion.		Elevations shown on this log are listed in NAVD					
WATER LEVEL OBSERVATIONS Water encountered at 8.5 fgs during drilling fgs = below ground surface				Boring Started: 12-22-2021		Boring Completed: 12-22-2021	
		1225 Omar Rd West Palm Beach, FL		Drill Rig: B-57		Driller: TD	
		Project No.: HD215060					

BORING LOG NO. B-3 (FISHING PIER)						Page 1 of 1
PROJECT: Limestone Creek Natural Area			CLIENT: Civil Design Inc. West Palm Beach, FL			
SITE: 6570 Church Street Jupiter, FL						
MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 26.9376° Longitude: -80.1378° DEPTH ELEVATION (FT.)	DEPTH (FT.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS
		FINE SAND (SP) , light brown to brown, very loose to medium dense	10	▽	X	2-1-2-2 N=3 2-1-1-1 N=2 2-2-3-3 N=5 2-3-4-4 N=7 3-7-6-5 N=13
		FINE SAND (SP) with sand-sized to gravel-sized shell fragments, medium dense to very dense, medium dense to to very dense	20		X	3-4-6-6 N=10 7-7-8-9 N=15
			30		X	6-13-21-23 N=34
			40		X	22-22-26-30 N=48 23-24-34-36 N=58
			50		X	17-19-26-27 N=45 20-26-33-35 N=59
			60		X	26-27-23-26 N=50 25-30-29-27 N=59
Boring Terminated at 60 Feet						
Stratification lines are approximate. In-situ, the transition may be gradual.			Hammer Type: Rope and Cathead			
Advance ment Method: Mud Rotary Continuous sampling in the upper 12 feet Samples at 3 and 5 foot intervals thereafter		See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).		Notes:		
Abandonment Method: Boring backfilled with cement-bentonite grout upon completion.		Elevations shown on this log are listed in NAVD				
WATER LEVEL OBSERVATIONS ▽ Water encountered at 10' bgs during drilling bgs = below ground surface				Boring Started: 12-22-2021 Boring Completed: 12-22-2021 Drill Rig: B-37 Driller: TD Project No.: HD215060		

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOGS-NO WELLS HD215060 Limestone Creek N. 1 & 2022.SRI TERRACON DATATEMPLATE.DOT 24022

SUPPORTING INFORMATION

Contents:

General Notes

Unified Soil Classification System

Ultimate, Davisson, and Allowable Pile Capacity Charts (6 pages)

Note: All attachments are one page unless noted above.

Responsive » Resourceful » Reliable

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

SAMPLING			WATER LEVEL			FIELD TESTS
	Auger Cuttings	Rock Core		Water Initially Encountered	(HP) Hard Penetrometer	
	Grab Sample	No Recovery		Water Level After a Specified Period of Time	(T) Torvax	
	Shelby Tube	Standard Penetration Test		Water Level After a Specified Period of Time	(DCP) Dynamic Cone Penetrometer	
				Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	(PID) Photo-Ionization Detector	
					(OVA) Organic Vapor Analyzer	

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS	RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual manual procedures or standard penetration resistance		
	Descriptive Term (Density)	Automatic Hammer SPT N-Value (Blows/ft.)	Descriptive Term (Consistency)	Unconfined Compressive Strength q_u (psf)	Automatic Hammer SPT N-Value (Blows/ft.)
	Very Loose	< 3	Very Soft	less than 500	< 1
	Loose	3 - 8	Soft	500 to 1,000	1 - 3
	Medium Dense	8 - 24	Medium Stiff	1,000 to 2,000	3 - 8
	Dense	24 - 40	Stiff	2,000 to 4,000	8 - 12
	Very Dense	> 40	Very Stiff	4,000 to 8,000	12 - 24
			Hard	> 8,000	> 24

RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 15
With	15 - 28
Modifier	> 30

GRAIN SIZE TERMINOLOGY

Major Component of Sample	Particle Size
Boulders	Over 12 in. (300 mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12

PLASTICITY DESCRIPTION

Term	Plasticity Index
Non-plastic	0
Low	1 - 10
Medium	11 - 30
High	> 30

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Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^D
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^B	GW	Well-graded gravel ^F
		Gravels with Fines: More than 12% fines ^C	$Cu < 4$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	GP	Poorly graded gravel ^F
			Fines classify as ML or MH	GM	Silty gravel ^{K, G, H}
		Fines classify as CL or CH	GC	Clayey gravel ^{K, G, H}	
	Sand's: 50% or more of coarse fraction passes No. 4 sieve	Clean Sand's: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^B	SW	Well-graded sand ^I
		Sand's with Fines: More than 12% fines ^D	$Cu < 6$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	SP	Poorly graded sand ^I
			Fines classify as ML or MH	SM	Silty sand ^{G, H, I}
		Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}	
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silt's and Clay's: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A" line	CL	Lean clay ^{K, L, M}
		Organic:	$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K, L, M}
			Liquid limit - oven dried	< 0.75	OL
		Liquid limit - not dried	Organic silt ^{K, L, M, O}		
	Silt's and Clay's: Liquid limit 50 or more	Inorganic:	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}
		Organic:	PI plots below "A" line	MH	Elastic silt ^{K, L, M}
			Liquid limit - oven dried	< 0.75	OH
		Liquid limit - not dried	Organic silt ^{K, L, M, Q}		
Highly organic soil's:	Primarily organic matter, dark in color, and organic odor			PT	Peat

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sandis with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

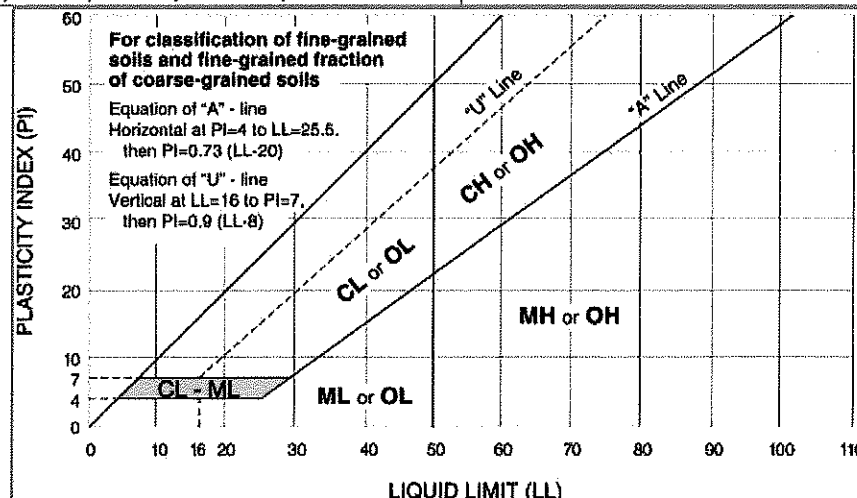
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

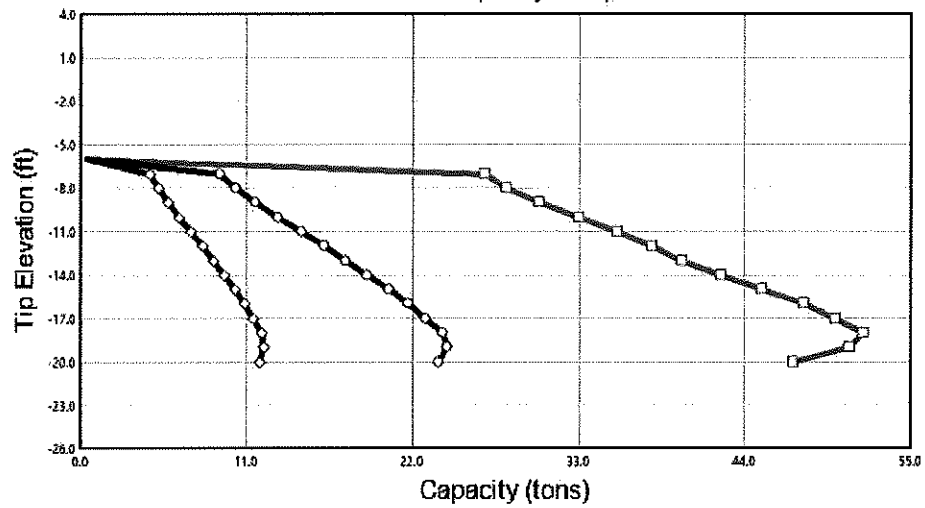
^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

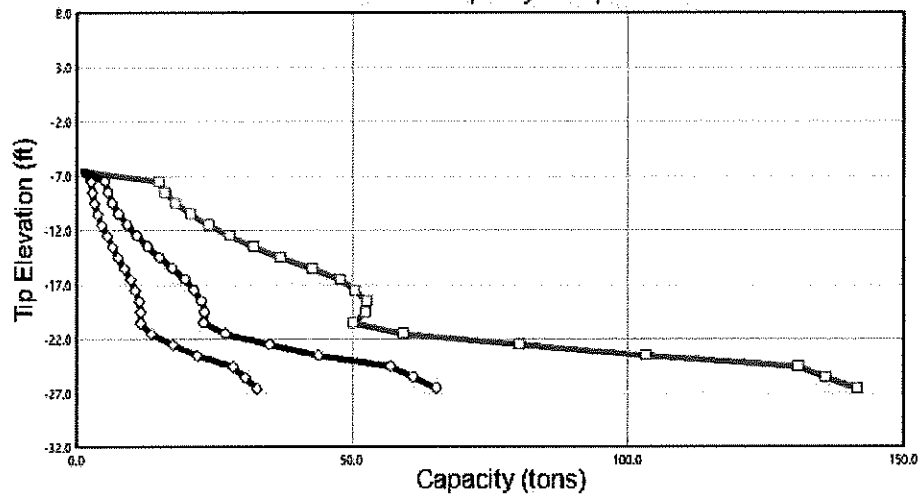


Boring B-1: Pedestrian Bridge
 12-inch Square Concrete Piles
 Driven Pile Capacity vs Tip Elevation



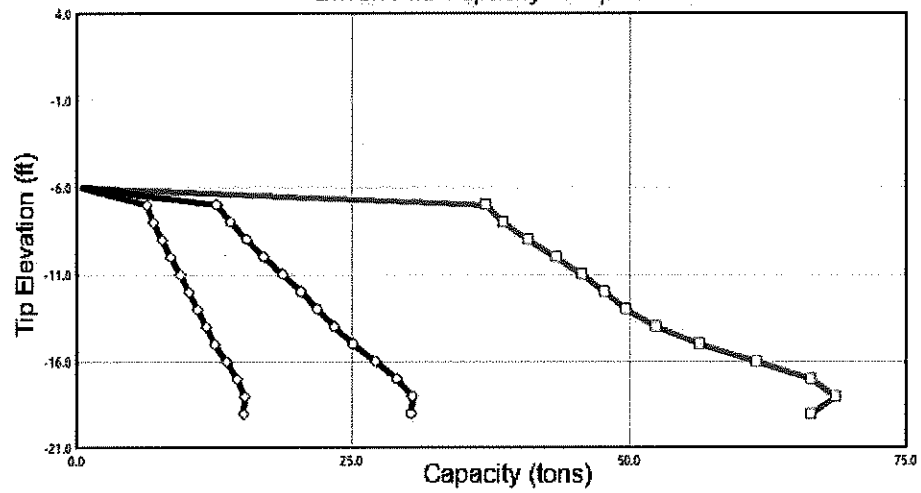
- Ultimate Pile Capacity
- Estimated Davisson Capacity
- ◆ Allowable Pile Capacity

**Boring B-1: Pedestrian Bridge
14-inch Square Concrete Piles
Driven Pile Capacity vs Tip Elevation**



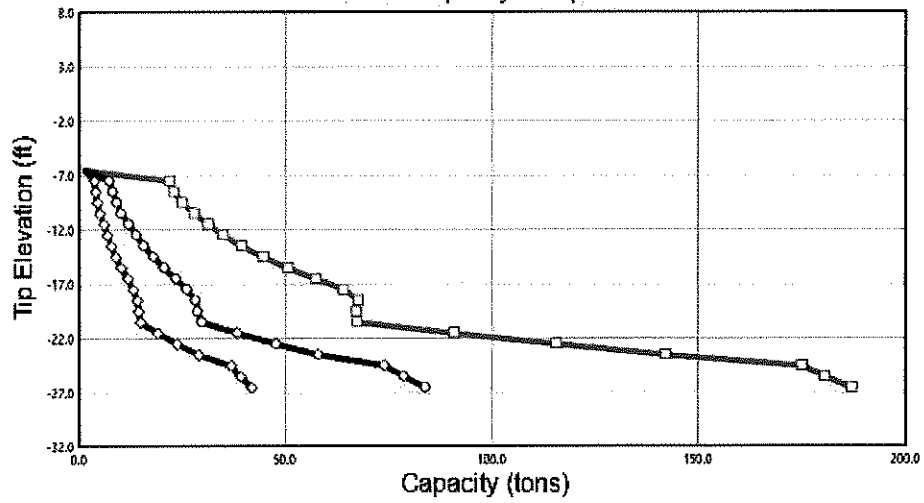
- Ultimate Pile Capacity
- Estimated Davisson Capacity
- Allowable Pile Capacity

Boring B-2: Observation Platform
 12-inch Square Concrete Piles
 Driven Pile Capacity vs Tip Elevation



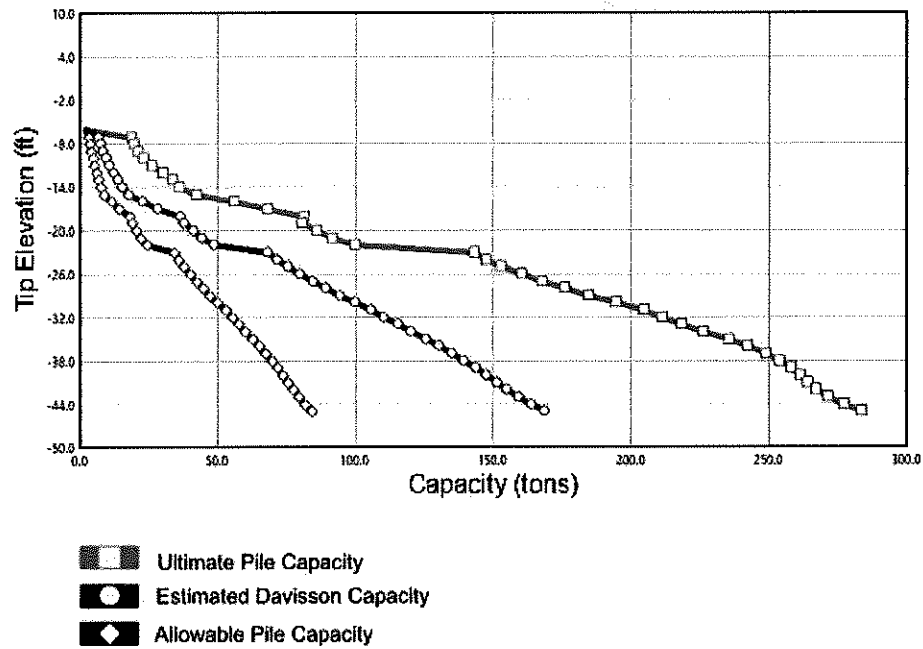
- Ultimate Pile Capacity
- Estimated Davisson Capacity
- ◆ Allowable Pile Capacity

**Boring B-2: Observation Platform
14-inch Square Concrete Piles
Driven Pile Capacity vs Tip Elevation**

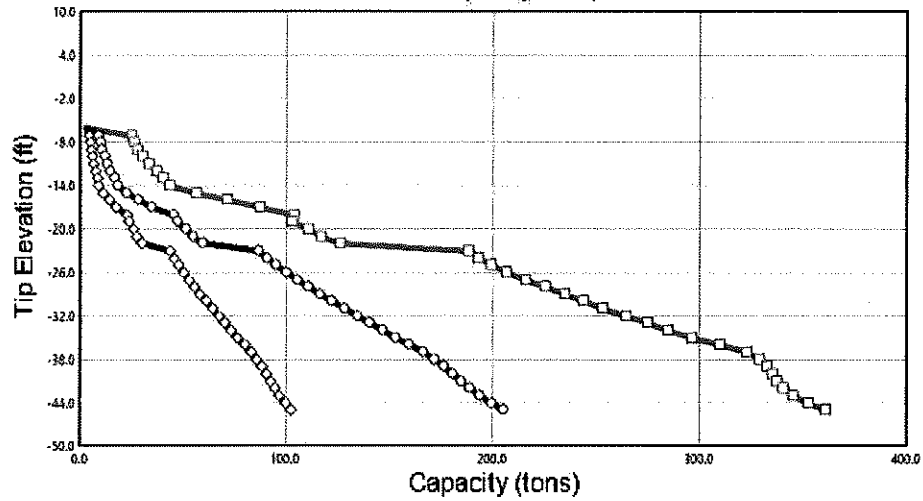


-  Ultimate Pile Capacity
-  Estimated Davisson Capacity
-  Allowable Pile Capacity

Boring B-3: Fishing Pier
12-inch Square Concrete Piles
Driven Pile Capacity vs Tip Elevation



**Boring B-3: Fishing Pier
14-inch Square Concrete Piles
Driven Pile Capacity vs Tip Elevation**



- Ultimate Pile Capacity
- Estimated Davisson Capacity
- Allowable Pile Capacity

ATTACHMENT D

MANATEE CONDITIONS

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or in Vero Beach (1-772-562-3909) for south Florida, and emailed to FWC at ImperiledSpecies@myFWC.com.
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at http://www.myfwc.com/WILDLIFEHABITATS/manatee_sign_vendors.htm. Questions concerning these signs can be forwarded to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

ATTACHMENT E

CONTRACTOR DAILY REPORTS

**LIMESTONE CREEK
PUBLIC USE FACILITIES REPLACEMENT
PALM BEACH COUNTY
PROJECT NO. 2025ERM01 DAILY FIELD REPORT**

DATE: _____

WEATHER CONDITIONS:

TIME	SUNNY	CLOUDY	RAIN
8AM			
12PM			
4PM			

COMMENTS:

EQUIPMENT ON SITE:

STAFF ON SITE:

SUB-CONTRACTORS ON SITE:

ANY CONTACT WITH OTHER PERSONS (County, Agency or Public)? YES
IF YES, DESCRIBE NATURE OF CONTACT:

NO (circle one)

WORK ACTIVITY:

ANY WORK DELAY? YES **NO** (circle one)
IF YES, PROVIDE DELAY EXPLANATION:

SIGNATURE OF SUPERINTENDENT: _____
(Attach additional forms or sheets as necessary)

ATTACHMENT F

COST ESTIMATE

ITEM	DESCRIPTION OF WORK	UNIT	QTY	RATE	AMT
1	MOBILIZATION	LS	1	\$74,280.00	\$74,280.00
2	DEMOBILIZATION	LS	1	\$49,520.00	\$49,520.00
3	CONSTRUCTION SURVEYS & AS-BUILT DRAW	LS	1	\$5,331.00	\$5,331.00
4	DEMOLITION - CONCRETE PATHWAY	LF	50	\$25.00	\$1,250.00
5	DEMOLITION - FOOT BRIDGE	LS	1	\$4,558.00	\$4,558.00
6	DEMOLITION - OBSERVATION PLATFORM	LS	1	\$11,641.00	\$11,641.00
7	DEMOLITION - FISHING PIER	LF	148	\$228.00	\$33,744.00
8	CONCRETE PATHWAY	LF	40	\$89.00	\$3,560.00
9	FOOT BRIDGE	LS	1	\$36,720.00	\$36,720.00
10	OBSERVATION PLATFORM	LS	1	\$96,535.00	\$96,535.00
11	FISHING PIER	LF	148	\$1,410.00	\$208,680.00
12	SOD	SY	30	\$17.00	\$510.00
13	RIP RAP	TN	210	\$144.00	\$30,240.00
14	BEDDING STONE	TN	150	\$160.00	\$24,000.00
15	GEOTEXTILE FABRIC	SF	3600	\$0.45	\$1,620.00
16	VIBRATION MONITORING	LS	1	\$18,000.00	\$18,000.00
					\$600,189.00

ATTACHMENT G
CONSTRUCTION PLANS

COUNTY OF PALM BEACH
STATE OF FLORIDA
LIMESTONE CREEK NATURAL AREA
PUBLIC USE FACILITY
FINAL CONSTRUCTION SUBMITTAL
BOARD OF COUNTY COMMISSIONERS

MARIA G. MARINO
District 1

BOBBY POWELL Jr.
District 7

GREGG K. WEISS
District 2

SARA BAXTER
District 6

JOEL FLORES
District 3

MARIA SACHS
District 5



MARCI WOODWARD
District 4

DATUM = NAVD '88
CONVERSION FACTOR = +1.524 FOR NGVD '29

PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL
RESOURCES MANAGEMENT
2300 NORTH JOG ROAD, 4TH FLOOR
WEST PALM BEACH, FLORIDA 33411-2743
(561) 283-2400



Date:	
By:	
Revised:	
No:	
Scale:	NONE
Approved:	RR
Drawn:	RR
Checked:	JT
Date:	02/13/2024
Field Book No:	

SEAL

GOVERNING CONTRACT SPECIFICATIONS ARE CONTAINED IN
THE CONTRACT DOCUMENTS FOR THIS PROJECT.

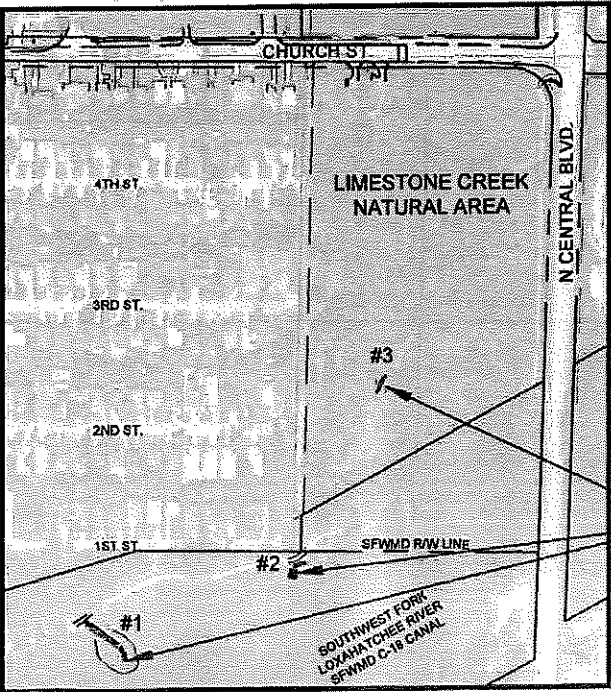
APPLICABLE DESIGN STANDARD REVISIONS:
FOR DESIGN STANDARDS MODIFICATIONS, CLICK ON
"DESIGN STANDARDS" AT THE FOLLOWING WEBSITE:
<http://www.flot.gov/design/standardplans>

Project: LIMESTONE CREEK NATURAL AREA
PUBLIC USE FACILITY
TITLE SHEET

Sheet: C-1

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
C-1	TITLE SHEET
C-2	NOTES & DETAILS
C-3	DETAILS
C-4	OVERALL SITE & DEMOLITION PLAN
C-5	CIVIL - AREA 1
C-6	CIVIL - AREA 2
C-7	CIVIL - AREA 3
C-8	PROFILES
S-0	OVERALL PLAN - FISHING PIER
S-1.1	PLAN VIEW - FISHING PIER BOARDWALK
S-1.2	PLAN VIEW - FISHING PIER BOARDWALK
S-2	PLAN VIEW - FISHING PIER
S-3	PLAN VIEW - OBSERVATION PLATFORM
S-4	PLAN VIEW - FOOTBRIDGE
S-4.1	SECTIONS
S-4.2	SPLICE DETAILS
S-5	OBSERVATION DECK ROOF FRAMING PLAN AND DETAILS
S-6	SECTIONS
S-7	STRUCTURAL NOTES AND SCHEDULE
S-8	12" SQUARE PRESTRESSED CONCRETE PILE
S-9	14" SQUARE PRESTRESSED CONCRETE PILE



- AREAS OF INTEREST
1. FISHING PIER
 2. OBSERVATION PLATFORM
 3. FOOTBRIDGE

LOCATOR MAP
SEC. 3 - TWP. 41S - RGE. 42E



CIVIL DESIGN, INC.
1400 Congress Blvd., Suite 105
West Palm Beach, FL 33411
T: 561 433 2360
F: 561 433 2372
www.jdi-design.com

COPYRIGHT No. 2023-01

GENERAL REQUIREMENT NOTES:

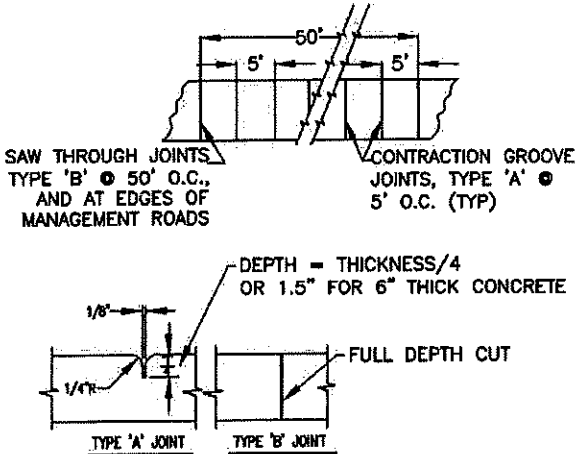
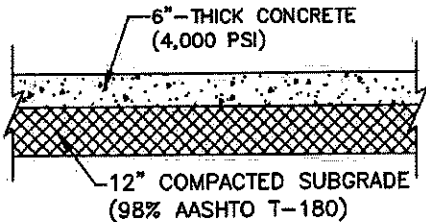
1. THE PLAN SHEETS ARE PROVIDED FOR REFERENCE AND BASIC DESIGN INTENT TO CONFIRM ADA ACCESSIBILITY.
2. THE CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES SUCH AS TURBIDITY CURTAINS AND FLOATING SILT BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH STATE AND LOCAL WATER QUALITY STANDARDS. COST OF SUCH METHODS OR DEVICES SHALL BE INCORPORATED IN THE COST OF THE PROJECT'S NPDES COMPLIANCE.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION (FDOT STANDARD SPECIFICATIONS).
4. ALL PAVING AND RELATED WORK SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE STANDARDS OF PALM BEACH COUNTY, AND FLORIDA DEPARTMENT OF TRANSPORTATION.
5. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED, AND THE CONTRACTOR IS ISSUED A NOTICE TO PROCEED.
6. THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION MEETING WITH PALM BEACH COUNTY PRIOR TO ANY SITE WORK BEING PERFORMED. JOB SITE SUPERINTENDENT AND APPROPRIATE MANAGEMENT PERSONNEL SHALL BE IN ATTENDANCE.
7. ALL NORTHING AND EASTING COORDINATES ARE GRID PER THE NAD 83/1990 ADJUSTMENT STATE PLANE.
8. ALL ELEVATIONS ARE IN THE NAVD '88 DATUM. ADD 1.524 FEET FOR NGVD '29 EQUIVALENCE.
9. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DISTURBED, AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE PALM BEACH COUNTY SURVEY SECTION, WITHOUT DELAY BY PHONE.
10. THE CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID DAMAGE TO SURVEY MARKERS DURING CONSTRUCTION, UNLESS OTHERWISE DIRECTED BY PBC.
11. MANATEE PROTECTION BARRIERS WILL BE REQUIRED BY PALM BEACH COUNTY ENVIRONMENTAL RESOURCE MANAGEMENT. CONTRACTOR TO PROVIDE ALLOWANCE.

PAVING & GRADING NOTES:

1. ALL CONCRETE SURFACES SHALL BE 0" TO 1" ABOVE THE GRADE ADJACENT TO THE CONCRETE UNLESS OTHERWISE SHOWN ON THE DRAWINGS.
2. ALL CONSTRUCTION SHALL BE VERIFIED IN THE FIELD AND ADJUSTED TO MINIMIZE IMPACTS TO SURROUNDING AREAS INCLUDING MINIMIZING CUT/FILL REQUIREMENTS TO THE MAXIMUM EXTENT POSSIBLE WHILE STILL PROVIDING ADA ACCESSIBILITY.
3. SUBBASE SHALL BE COMPACTED IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS. IF UNABLE TO REACH COMPACTION REQUIREMENTS, SUBGRADE WILL NEED TO BE STABILIZED UNTIL REQUIREMENTS ARE MET.
4. SUBBASE SHALL BE FREE OF MUCK, STUMPS, ROOTS, UNDERBRUSH, VEGETATIVE MATTER, GARBAGE, TRASH OR ANY MATERIAL THAT WILL NOT PROVIDE A SUITABLE STABLE, CLEAN SUBGRADE.
5. ANY MUCK ENCOUNTERED ON THE SITE MUST BE COMPLETELY REMOVED TO 5 FEET OUTSIDE THE EDGE OF ANY PROPOSED PAVEMENT.
6. WHERE GUMBO OR OTHER PLASTIC CLAY IS ENCOUNTERED, IT SHALL BE REMOVED FROM WITHIN THE PROJECT SITE UP TO ONE FOOT BELOW THE COMPACTED SUBGRADE, EXTENDING HORIZONTALLY TO BEYOND THE EDGE OF PROPOSED PAVEMENT.
7. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF ANY KIND, INCLUDING IRRIGATION AND ELECTRICAL CONDUITS THAT WILL REMAIN UNDER THE PROPOSED PAVEMENT OR WITHIN 10 FEET OF ITS EDGES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF THE BASE.
8. ALL SIDEWALK CONCRETE SHALL BE 6 INCHES THICK AND DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4,000 P.S.I. AT 28 DAYS, UNLESS SPECIFIED OTHERWISE. ALL CEMENT SHALL BE TYPE I.
9. RE-GRADING FROM EXISTING TO PROPOSED ELEVATIONS SHALL INCLUDE A COMPACTED 1' WIDE FLAT AREA ADJACENT TO THE CONCRETE WALKWAY AND THEN GRADED DOWN TO EXISTING NO STEEPER THAN 4H:1V NOR FLATTER THAN 20H:1V, UNLESS OTHERWISE SPECIFIED.
10. ALL EXCAVATED OR GRUBBED UNSUITABLE MATERIAL SUCH AS MUCK, MARL, AND DEBRIS, SHALL BE REMOVED FROM THE LIMITS OF CONSTRUCTION AND DISPOSED OF LEGALLY.
11. ADDITIONAL FILL MATERIAL FOR SUBBASE SHALL BE FREE OF MUCK, STUMPS, ROOTS, UNDERBRUSH, VEGETATIVE MATTER, GARBAGE, TRASH OR ANY MATERIAL THAT WILL NOT PROVIDE A SUITABLE STABLE, CLEAN SUBGRADE.
12. THE CONTRACTOR SHALL REFER TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT STANDARD SPECIFICATIONS SECTION 02370 RIPRAP SYSTEM (LATEST EDITION) FOR ALL BANK STABILIZATION REQUIREMENTS, UNLESS OTHERWISE NOTED.

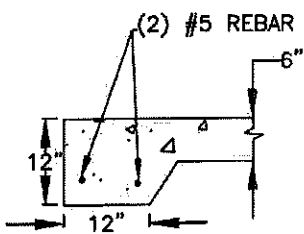
UTILITIES NOTES:

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE EXACT LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES' WHETHER SHOWN OR NOT, PRIOR TO CONSTRUCTION. NOTIFY ALL UTILITIES INVOLVED PRIOR TO CONSTRUCTION.
2. EXISTING UTILITIES, ROADWAY AND DRAINAGE FACILITIES ARE LOCATED AND IDENTIFIED BASED ON THE AVAILABLE INFORMATION. THE CONTRACTOR IS TO VERIFY, WHERE NECESSARY, FOR PROPOSED CONSTRUCTION. ALL COSTS ASSOCIATED WITH VERIFICATION, PROTECTION OF EXISTING SYSTEMS OR CONNECTION TO THOSE ITEMS AS CALLED FOR ON THE PLANS IS INCLUDED IN THE BASE BID.
3. THE LOCATION OF UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER, AND THE RESPECTIVE UTILITY OWNER(S) TO RESOLVE THE UTILITY CONFLICTS AND UTILITY ADJUSTMENTS AS REQUIRED.
4. PRIOR TO ANY EXCAVATION THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
5. THE CONTRACTOR SHALL NOTIFY SUNSHINE STATE ONE-CALL OF FLORIDA, INC AT 1-800-432-4770 AND ALL AFFECTED UTILITIES 48 HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING THEIR FACILITIES SO THAT A COMPANY REPRESENTATIVE MAY BE PRESENT.
6. UTILITIES ARE TO BE ADJUSTED OR RELOCATED BY OTHERS AS DIRECTED BY THE COUNTY.
7. ALL EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN THE LIMITS OF THE PROJECT SHALL REMAIN UNLESS OTHERWISE NOTED.

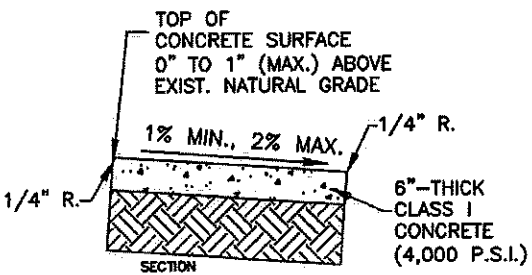


TYPICAL SIDEWALK SECTION

CONCRETE SIDEWALK DETAILS



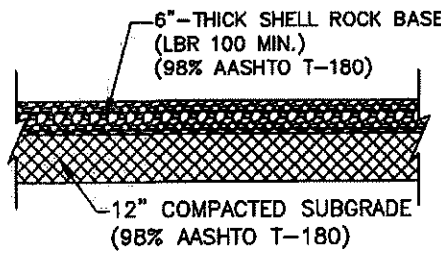
FOR USE AT CONNECTION TO BOARDWALKS
COORDINATE w/STRUCTURAL DRAWINGS



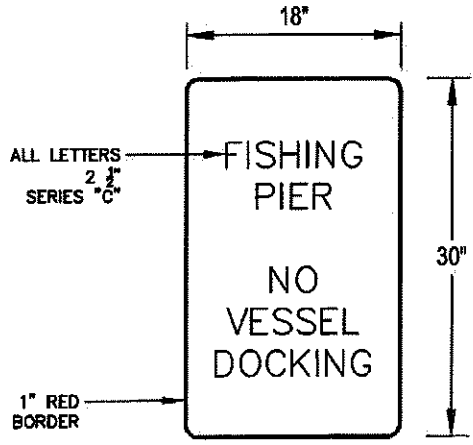
NOTE: BROOM FINISH
ALL CONC. SIDEWALK

CONCRETE SIDEWALK THICKENED EDGE DETAIL

FULLY-ACCESSIBLE SIDEWALK TRAIL DETAILS



SHELL ROCK WALKWAY DETAIL



ALL LETTERS
SERIES "C"

1" RED
BORDER

WHITE BACKGROUND & RED LETTERS

NO DOCKING SIGN



PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL
RESOURCES MANAGEMENT
2300 NORTH JOE ROAD, 4TH FLOOR
WEST PALM BEACH, FLORIDA 33411-2743
(561) 233-2400



Scale: NONE
Approved: RR
Drawn: RR
Checked: JT
Date: 02/13/2024
Field Book No:

SEAL

LIMESTONE CREEK NATURAL AREA
PUBLIC USE FACILITY
NOTES & DETAILS

Sheet:
C-2

SCHEDULE ELEVATIONS

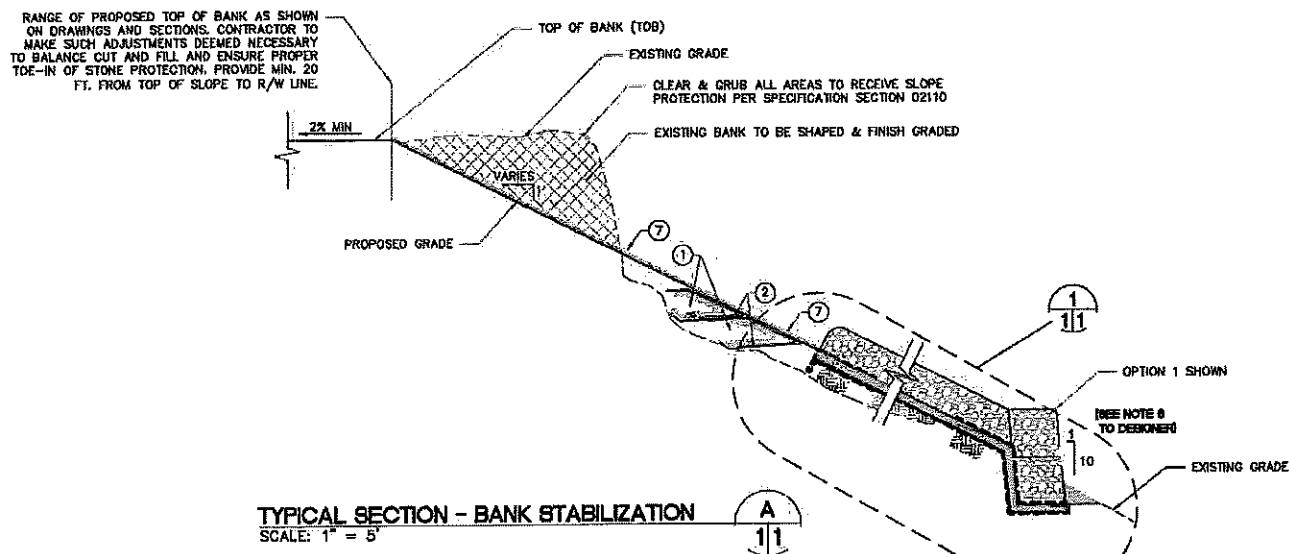
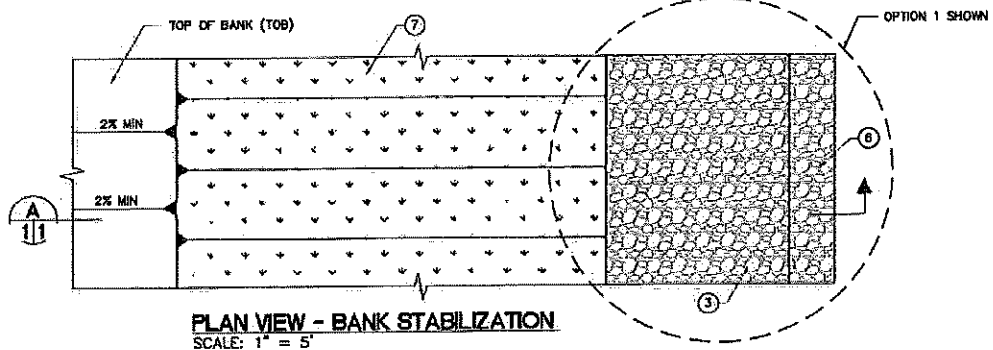
MARK	ELEVATION	DESCRIPTION	REMARKS
A		DESIGN HIGH [OR HISTORICAL HIGH, WHICHEVER IS HIGHER] WATER LEVEL	OPTIONS 1, 2 & 3
B		TOP ELEVATION OF RIPRAP [OPTION 1]	OPTION 1 - GABION & RIPRAP TREATMENT
C		TOP OF GABION ELEVATION	OPTION 1 - GABION & RIPRAP TREATMENT
D		TOP ELEVATION OF RIPRAP [OPTION 2]	OPTION 2 - RIPRAP TREATMENT
E		BOTTOM ELEVATION OF RIPRAP	OPTION 2 - RIPRAP TREATMENT
F		TOP ELEVATION OF SPARTINA PLANTINGS	OPTION 3 - VEGETATIVE STABILIZATION TREATMENT
G		BOTTOM ELEVATION OF SPARTINA PLANTINGS	OPTION 3 - VEGETATIVE STABILIZATION TREATMENT
H		TOP ELEVATION OF HPTM	OPTION 3 - VEGETATIVE STABILIZATION TREATMENT
I		BOTTOM ELEVATION OF HPTM	OPTION 3 - VEGETATIVE STABILIZATION TREATMENT

KEY NOTES

MARK	DESCRIPTION	REMARKS
①	EMBANKMENT FILL MATERIAL	PLACE EXCAVATED MATERIAL TO MEET PROPOSED GRADE PER SPECIFICATION SECTION 02200
②	GEOSYNTHETIC REINFORCEMENT	GEOSYNTHETIC REINFORCEMENT PER FOOT SECTION 145 AND INDEX 501 (SEE NOTE 9 TO DESIGNER)
③	RIPRAP, MIN THICKNESS = 1.5D	RIPRAP SHALL BE TYPE ____ PER SPECIFICATION SECTION 02370
④	BEDDING STONE, 6" THICK (TYP)	BEDDING STONE SHALL BE PER SPECIFICATION SECTION 02370
⑤	FILTER FABRIC	FILTER FABRIC PER SPECIFICATION SECTION 02370
⑥	GABION BASKET	PROVIDE GABION BASKET(S) FOR TOE-IN OF RIPRAP PER SPECIFICATION SECTION 02272
⑦	VEGETATIVE TREATMENT	PER SPECIFICATION SECTION 02920
⑧	SPARTINA PLANTINGS	PLANT FIVE (5) ROWS @ 18" ON CENTER AND STAGGERED BOTTOM ROW 1' (MAX) BELOW THE AVERAGE WATER ELEVATION
⑨	HIGH PERFORMANCE TURF REINFORCEMENT MAT	PER SPECIFICATION SECTION 02278

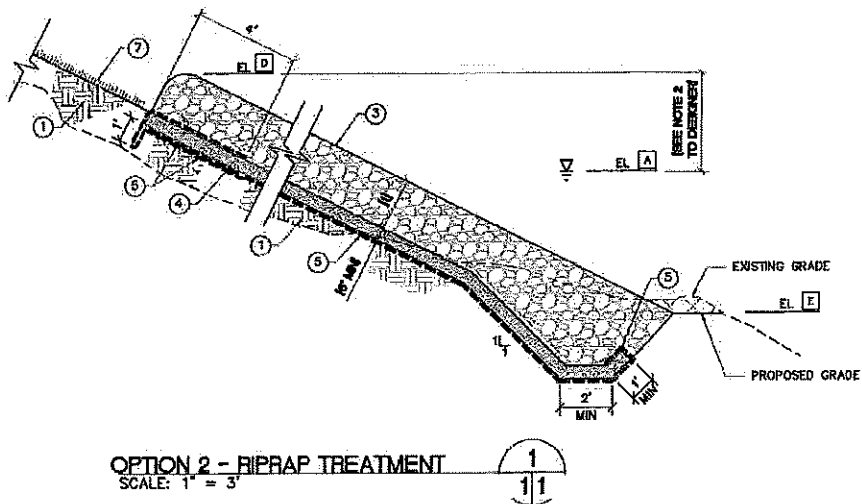
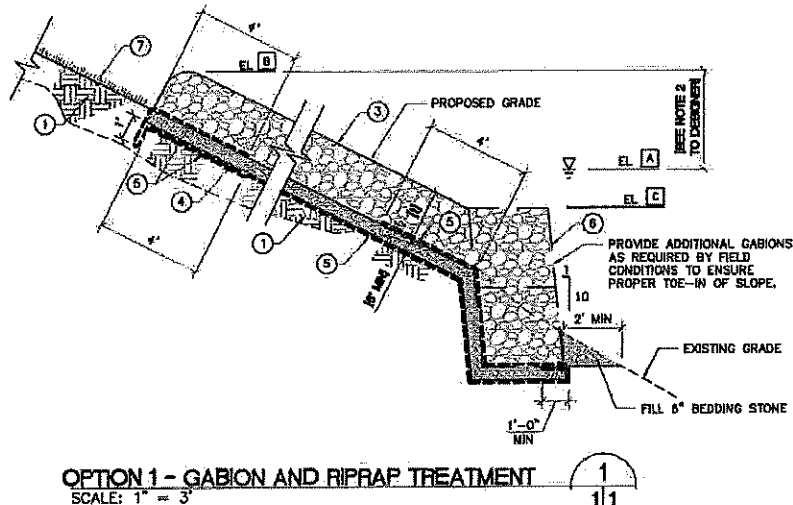
GENERAL NOTE:

1. THE CONFIGURATION OF THE 6-INCH BEDDING STONE BEHIND THE GABION IS THE MINIMUM REQUIRED FOR THE PLACEMENT. IF THE EXISTING GROUND IS FARTHER BEHIND THE GABION OR IF THE CONTRACTOR OVEREXCAVATES EXISTING GROUND BEHIND THE GABION, IT SHALL BE BACKFILLED WITH BEDDING STONE WITH THE FILTER FABRIC BE PLACED ON THE EXCAVATED SURFACE AT NO ADDITIONAL COST TO THE DISTRICT.



NOTES TO DESIGNER:

- BOTTOM OF SLOPE PROTECTION SHALL BE AT LEAST 2 FEET BELOW THE LOW WATER ELEVATION (DESIGN LOW FOR NEW STRUCTURE, RECORD LOW FOR EXISTING STRUCTURE).
- TOP OF SLOPE PROTECTION SHALL BE AT LEAST 2 FEET ABOVE THE HIGH WATER ELEVATION (DESIGN HIGH FOR NEW STRUCTURE, RECORD HIGH FOR EXISTING STRUCTURE).
- PROVIDE A 2% SLOPE AWAY FROM THE CANAL AND DRAINAGE SHALE WITH BERM DRAIN.
- DESIGNER SHALL PROVIDE CALCULATIONS AND DETAILED DESIGN DRAWINGS TO SCALE.
- DESIGNER SHALL DETERMINE ALL DIMENSIONS BASED ON SITE SPECIFIC CONDITIONS. THE DESIGN OF THE GABION RETAINING WALL SYSTEM SHALL INCLUDE OVERTURNING, SLIDING, BEARING CAPACITY AND SLOPE STABILITY ANALYSIS.
- DESIGNER SHALL CONSIDER INCLINED OR STEPPED GABION INSTALLATION BASED ON SITE SPECIFIC REQUIREMENTS.
- DESIGNER SHALL DESIGN THE SLOPES IN ACCORDANCE WITH USACE PUBLICATION EM-110-2-3002, SLOPE STABILITY.
- 8:1 TO 1:1 OR FLATTER SLOPE IS PREFERRED FOR TYPICAL SLOPE MAINTENANCE PURPOSES. ANY STEEPER SLOPE MUST BE JUSTIFIED AS THE MAINTENANCE COSTS SUBSTANTIALLY. HPTM IS NOT REQUIRED WHERE SLOPES ARE 8:1 TO 1:1 OR FLATTER OR IN AREAS WHERE ADEQUATE VEGETATIVE PROTECTION (COAT TALLER, BULL, PRAIRIE, ETC.) HOWEVER CANAL BANKS SUBJECT TO FREQUENT BOAT TRAFFIC / WAVE ACTION WILL REQUIRE HPTM AT A MINIMUM EVEN AT FLATTER SLOPES.
- SELECTION OF THE BEST OPTION TO ACHIEVE SLOPE STABILITY WHICH MAY INCLUDE GEOSYNTHETIC REINFORCEMENT, AS SHOWN, IS TO BE DETERMINED BY DESIGNER AFTER TAKING INTO CONSIDERATION SOIL, AVAILABLE RIGHT OF WAY, POTENTIAL MAINTENANCE COST, ETC.
- REFER TO 02370 AND 02371 FOR CANAL BOTTOM STABILIZATION.
- THE RIPRAP LAYER THICKNESS (D) SHOULD NOT BE LESS THAN THE SPHERICAL DIAMETER OF THE D100 (W100) STONE, OR LESS THAN 10 TIMES THE SPHERICAL DIAMETER OF THE D60 (W60) STONE, WHICHEVER RESULTS IN THE GREATER THICKNESS. IT SHOULD NOT BE LESS THAN TWELVE (12) INCHES FOR PRACTICAL PLACEMENT.
- THE THICKNESS OF RIPRAP SHOULD BE INCREASED BY SIX (6) TO TWELVE (12) INCHES, ACCOMPANIED BY INCREASE IN STONE SIZE, SHOULD RIPRAP REVENEMENT BE SUBJECT TO DAMAGE BY FLOATING DEBRIS, WAVE FROM BOAT WAKES OR WIND.



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APPROVED: [Signature]
REVISION NO. 1.0
EFFECTIVE DATE MAY 2018
CHANGE NO. 00000002

SOUTH FLORIDA
WATER MANAGEMENT DISTRICT



STANDARD CIVIL DETAILS
BANK STABILIZATION
TREATMENTS

C10

1 SHEET
OF 4

PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL
RESOURCES MANAGEMENT
2300 NORTH JOG ROAD, 4TH FLOOR
WEST PALM BEACH, FLORIDA 33411-2743
(561) 233-2400

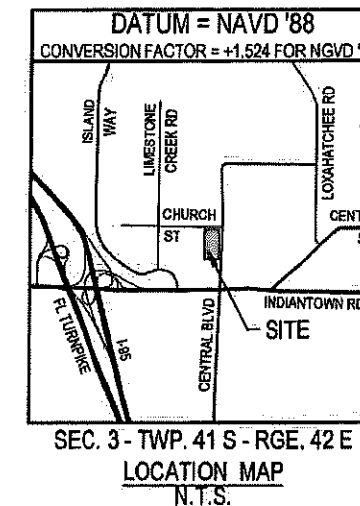
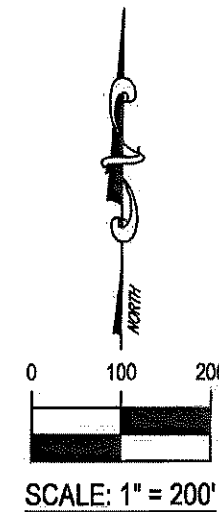
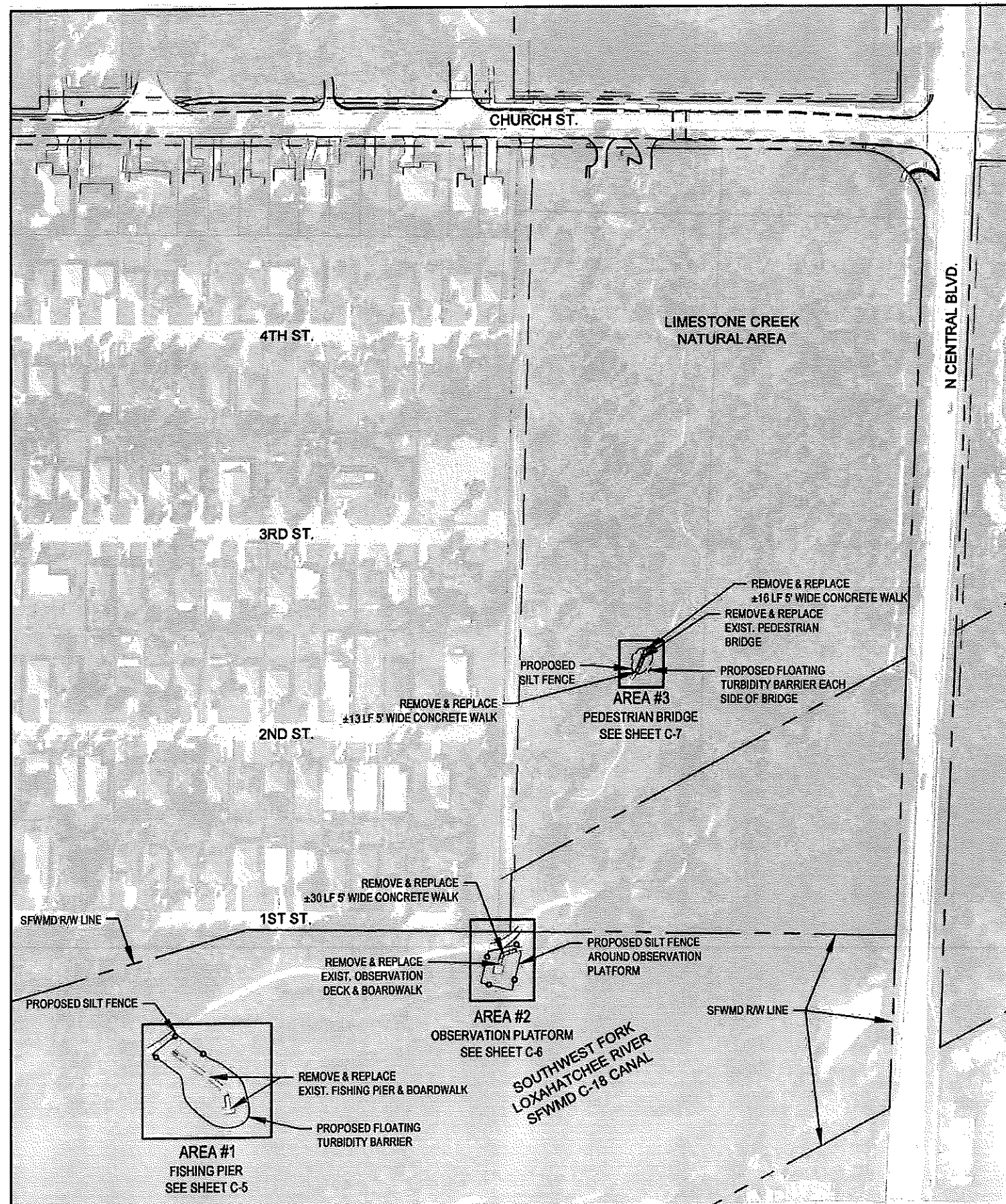


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LIMESTONE CREEK NATURAL AREA
PUBLIC USE FACILITY
DETAILS

Sheet:
C-3



PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL
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2300 NORTH JOG ROAD, 4TH FLOOR
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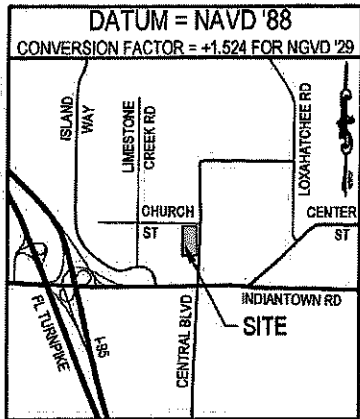
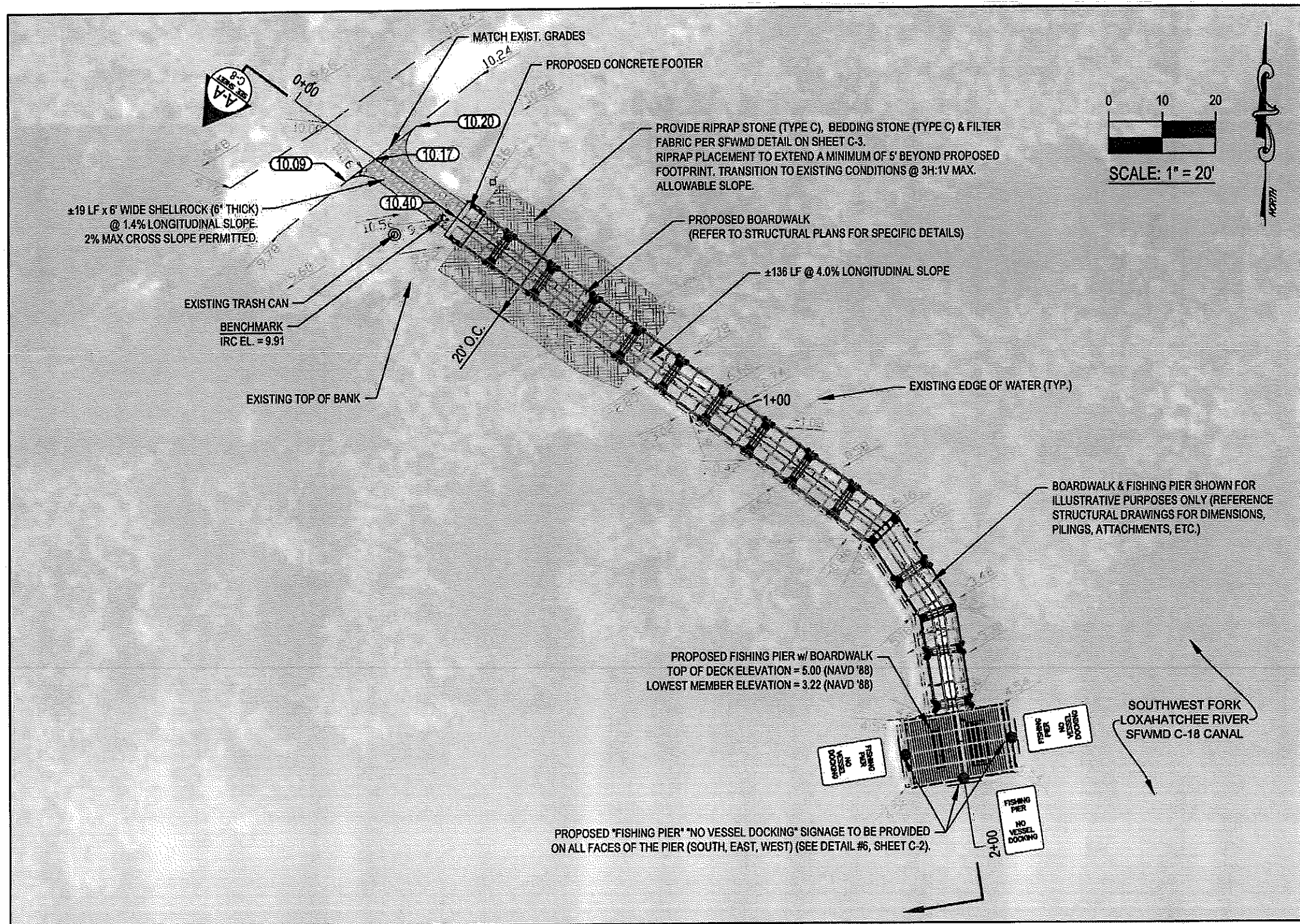
Project:
LIMESTONE CREEK NATURAL AREA
PUBLIC USE FACILITY

OVERALL SITE & DEMOLITION PLAN

Sheet:
C-4

NOTES:

1. ALL STRUCTURES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY - REFERENCE STRUCTURAL DRAWINGS FOR DIMENSIONS, PILING, ATTACHMENTS, ETC.
2. ADA COMPLIANT CONCRETE WALK TO BE 5' WIDE; 6" THICK; 4,000 PSI. ALL SLOPES DEPICTED REPRESENT LONGITUDINAL SLOPES AT THE CENTERLINE OF THE WALK. GRADE SIDE PER DETAIL w/1' FLAT ADJACENT TO WALK AND 4H:1V DOWN TO EXIST. GRADE PER PAVING & GRADING NOTE 9, SHEET C-2.
3. BANK STABILIZATION TO CONFORM TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) STANDARD SPECIFICATIONS SECTION 02370 FOR RIPRAP SYSTEMS (LATEST EDITION) AND THE SFWMD STANDARD CIVIL DETAIL FOR BANK STABILIZATION TREATMENTS (SEE SHEET C-3, OPTION 2).
4. EXISTING FISHING PIER AND PILINGS TO BE REMOVED.



SEC. 3 - TWP. 41 S - RGE. 42 E

LOCATION MAP
N.T.S.

LEGEND

EXISTING EDGE OF WATER	---
EXISTING TOP OF BANK	---
PROPOSED CONCRETE	[Pattern]
PROPOSED RIP-RAP	[Pattern]
PROPOSED SHELLROCK	[Pattern]
EXISTING ELEVATION	0.00
PROPOSED ELEVATION	0.00

PALM BEACH COUNTY
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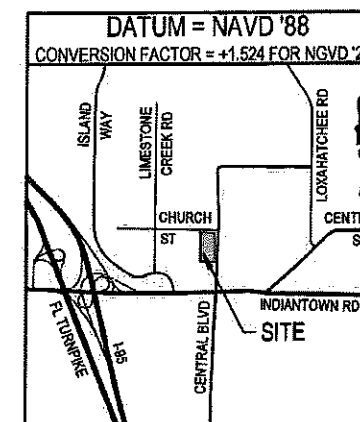
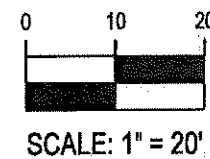
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Project: LIMESTONE CREEK NATURAL AREA
PUBLIC USE FACILITY
CIVIL - AREA 1

Sheet: C-5



1. ALL STRUCTURES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY - REFERENCE STRUCTURAL DRAWINGS FOR DIMENSIONS, PILING, ATTACHMENTS, ETC.
2. ADA COMPLIANT CONCRETE WALK TO BE 5' WIDE; 6" THICK; 4,000 PSI. ALL SLOPES DEPICTED REPRESENT LONGITUDINAL SLOPES AT THE CENTERLINE OF THE WALK. GRADE SIDE PER DETAIL w/1' FLAT ADJACENT TO WALK AND 4H:1V DOWN TO EXIST. GRADE PER PAVING & GRADING NOTE 9, SHEET C-2.
3. BANK STABILIZATION TO CONFORM TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) STANDARD SPECIFICATIONS SECTION 02370 FOR RIPRAP SYSTEMS (LATEST EDITION) AND THE SFWMD STANDARD CIVIL DETAIL FOR BANK STABILIZATION TREATMENTS (SEE SHEET C-3, OPTION 2).
4. EXISTING OBSERVATION PLATFORM, BOARDWALK, CONCRETE FOOTER AND PILING TO BE REMOVED.



SEC. 3 - TWP. 41 S - RGE. 42 E
LOCATION MAP
N.T.S.



**PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL
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2300 NORTH JOE ROAD, 4TH FLOOR
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EXISTING TOP OF BANK

PROPOSED CONCRETE

PROPOSED RIP-RAP

EXISTING ELEVATION

PROPOSED ELEVATION

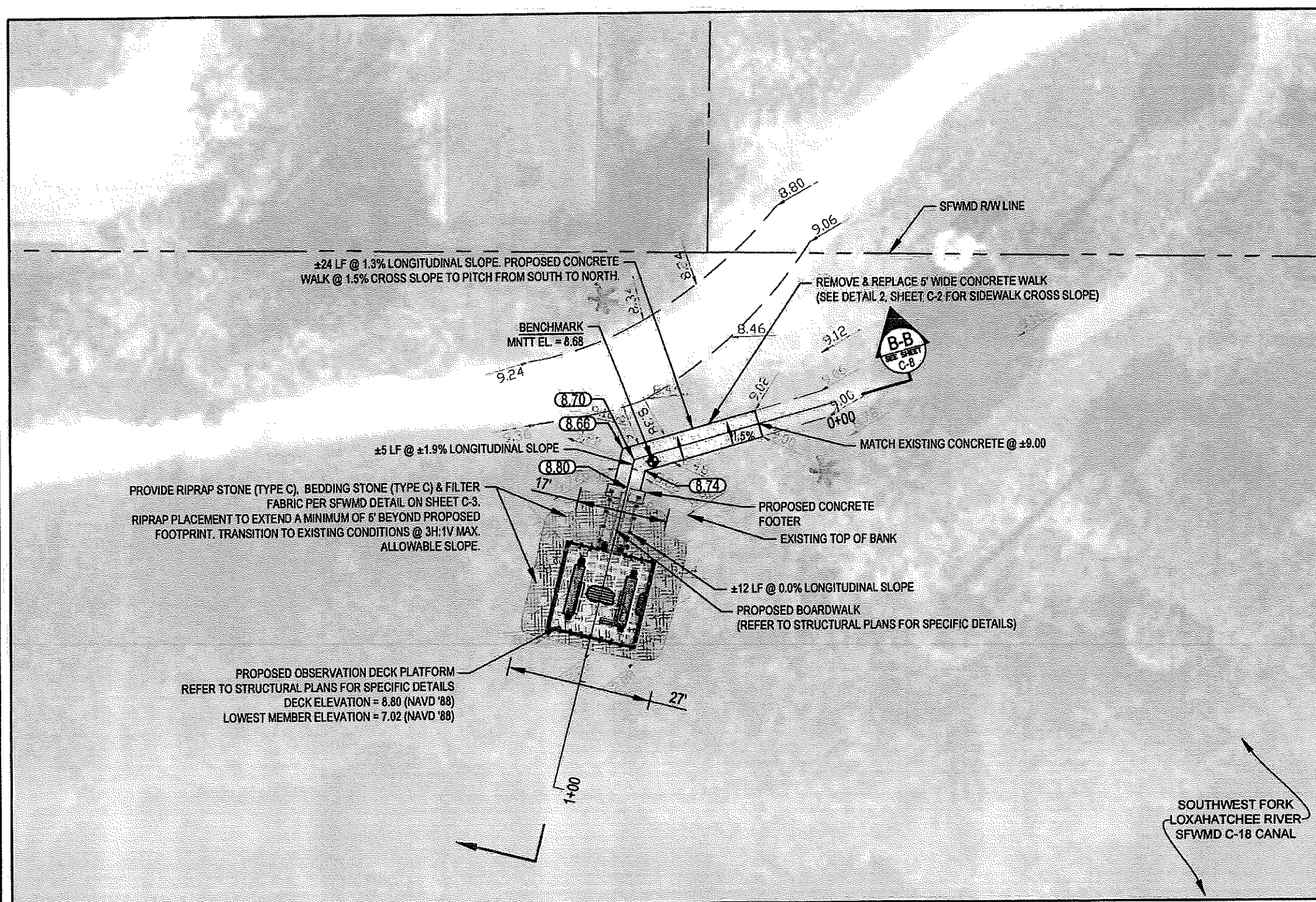
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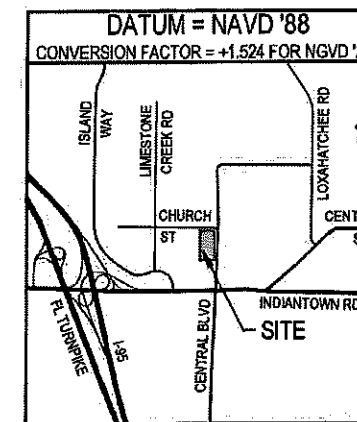
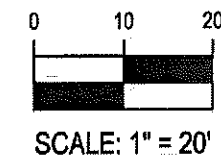
Project: **LIMESTONE CREEK NATURAL AREA**
PUBLIC USE FACILITY
CIVIL - AREA 2

Sheet:
C-6

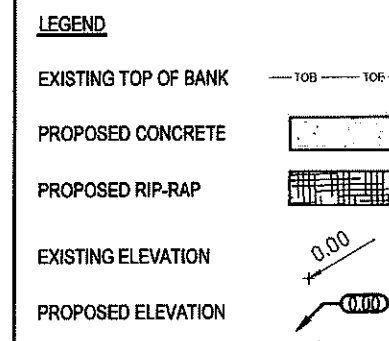


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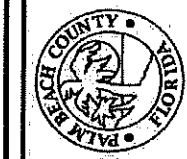
1. ALL STRUCTURES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY - REFERENCE STRUCTURAL DRAWINGS FOR DIMENSIONS, PILING, ATTACHMENTS, ETC.
2. ADA COMPLIANT CONCRETE WALK TO BE 5' WIDE; 6" THICK; 4,000 PSI. ALL SLOPES DEPICTED REPRESENT LONGITUDINAL SLOPES AT THE CENTERLINE OF THE WALK. GRADE SIDE PER DETAIL w/1' FLAT ADJACENT TO WALK AND 4H:1V DOWN TO EXIST. GRADE PER PAVING & GRADING NOTE 9, SHEET C-2.
3. REVETMENT TO INCLUDE 1.5' MIN. THICKNESS OF RIP-RAP RUBBLE DITCH LINING PER FDOT STANDARD SPECIFICATIONS (JULY 2016) SECTION 530-2.1.3.2 w/ 1' MIN. THICKNESS OF BEDDING STONE ON WOVEN GEOTEXTILE FILTER FABRIC PER FDOT STANDARD SPECIFICATIONS (JULY 2016) SECTION 530-2.1.4 & SECTION 985 (TYPE D2). SEE DETAIL ON THIS SHEET.
4. EXISTING BOARDWALK, CONCRETE FOOTERS AND PILINGS TO BE REMOVED.



SEC. 3 - TWP. 41 S - RGE. 42 E
LOCATION MAP
N.T.S.



PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL
RESOURCES MANAGEMENT
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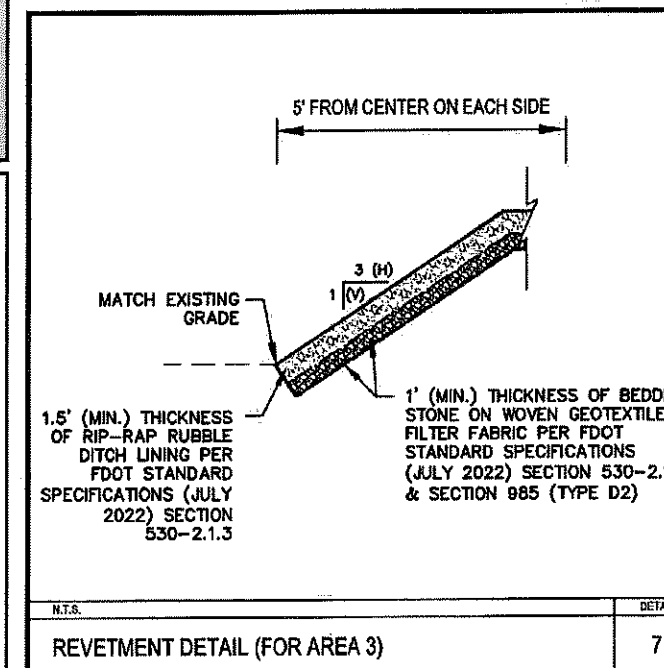
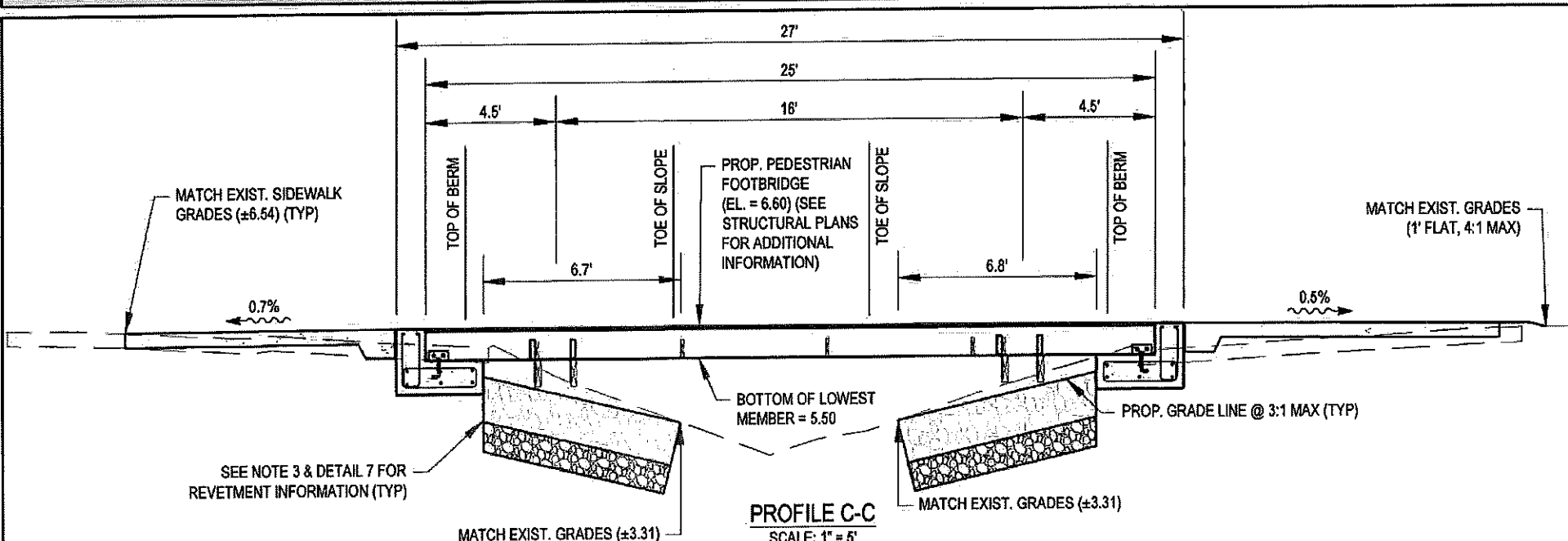
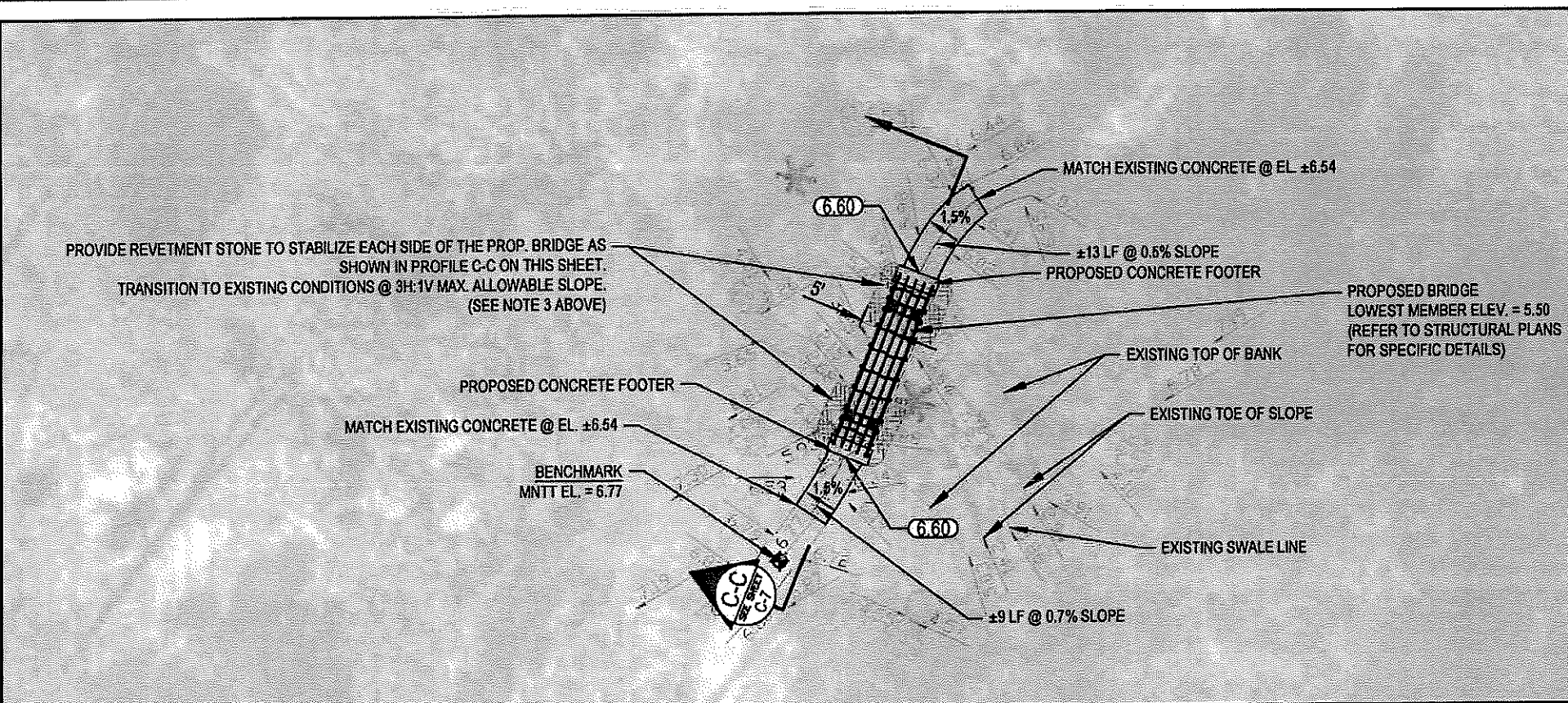


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Project: Limestone Creek Natural Area
PUBLIC USE FACILITY
CIVIL - AREA 3

Sheet: C-7





SCALE: 1" = 20' H, 1" = 10' V DATUM: NAVD '88

PROFILE A-A

DETAIL

8



SCALE: 1" = 20' H, 1" = 10' V DATUM: NAVD '88

PROFILE B-B

DETAIL

9

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

2300 NORTH JOG ROAD, 4TH FLOOR
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(561) 233-2400

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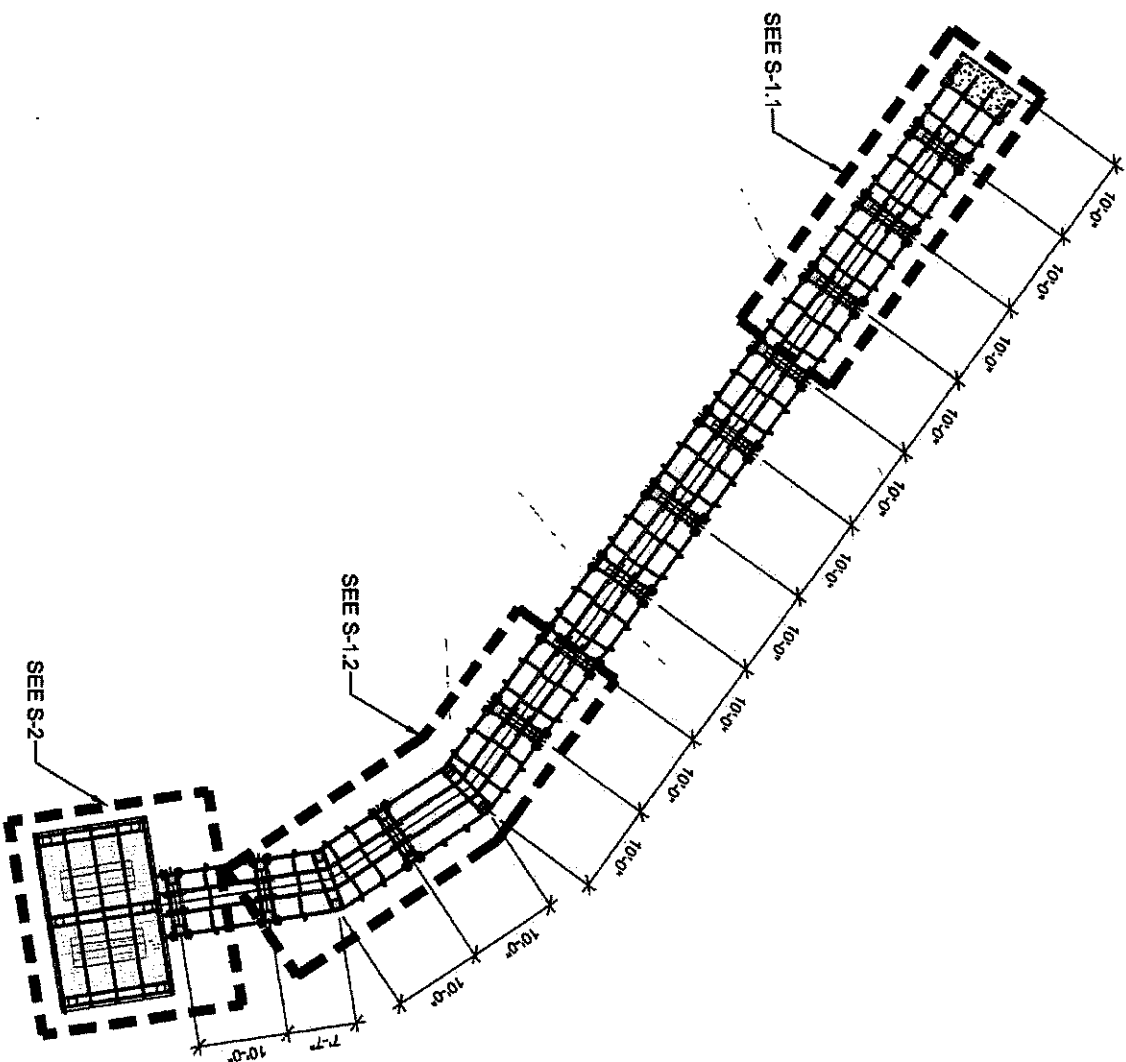
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Project: **LIMESTONE CREEK NATURAL AREA
PUBLIC USE FACILITY
PROFILES**

Shoot:

C-8





OVERALL PLAN - FISHING PIER

1"=20'-0"



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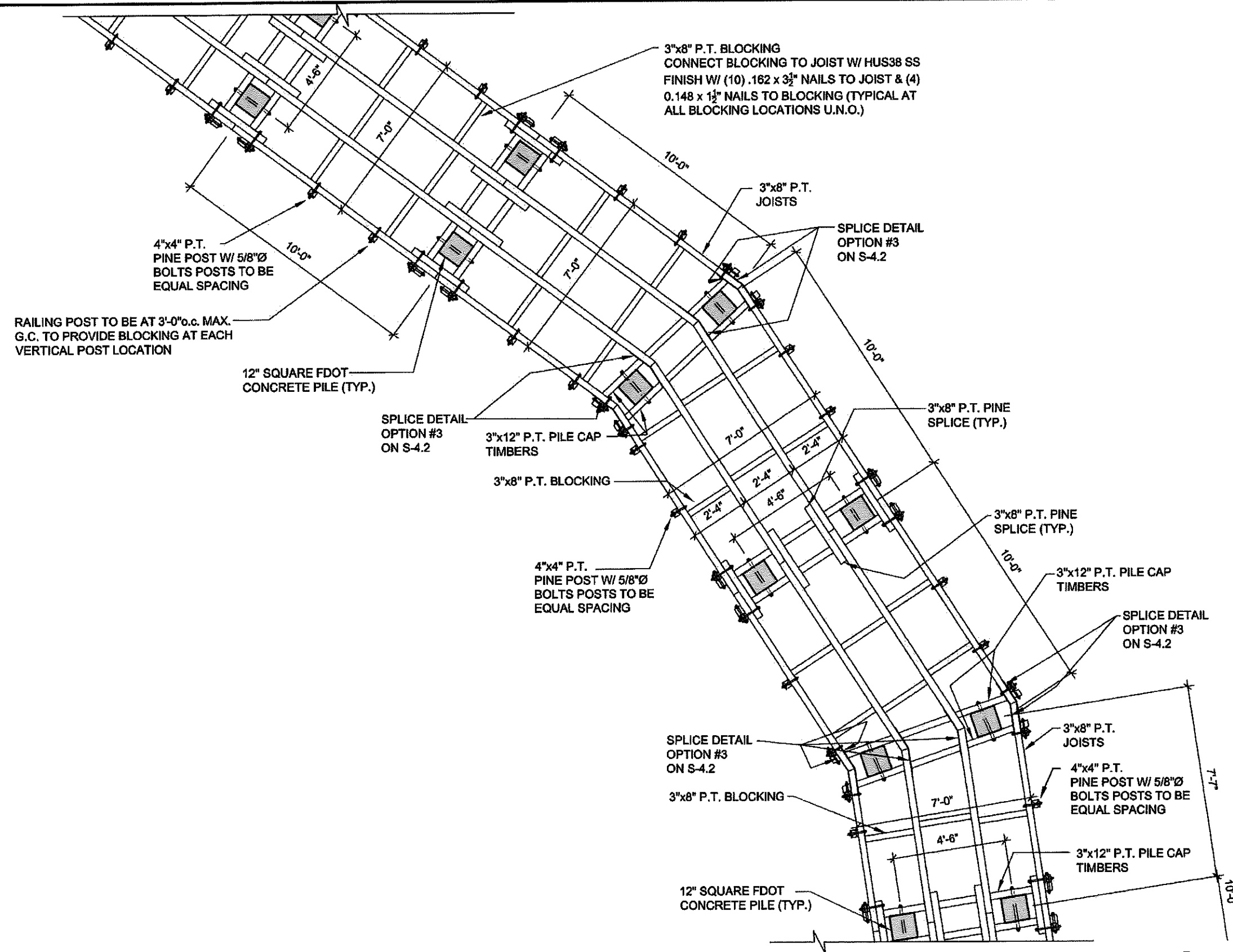
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Project:
LIMESTONE CREEK NATURAL AREA
PUBLIC USE FACILITY
OVERALL PLAN - FISHING PIER

S-0



Odyssey, Macomber, Mironov
STRUCTURAL ENGINEERS
1000 N. W. 10th Ave., Suite 200
Fort Lauderdale, FL 33304
Phone: 754.467.1455 Fax: 754.467.1456



PLAN VIEW - FISHING PIER BOARDWALK

1/4"=1'-0"



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STRUCTURAL ENGINEERS

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UC #6024386
JG # 708.011

PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL
RESOURCES MANAGEMENT

2300 NORTH JOG ROAD, 4TH FLOOR
WEST PALM BEACH, FLORIDA 33411-2745
(561) 233-2400

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Project: LIMESTONE CREEK NATURAL AREA
PUBLIC USE FACILITY
PLAN VIEW - FISHING PIER BOARDWALK

Sheet: **S-12**



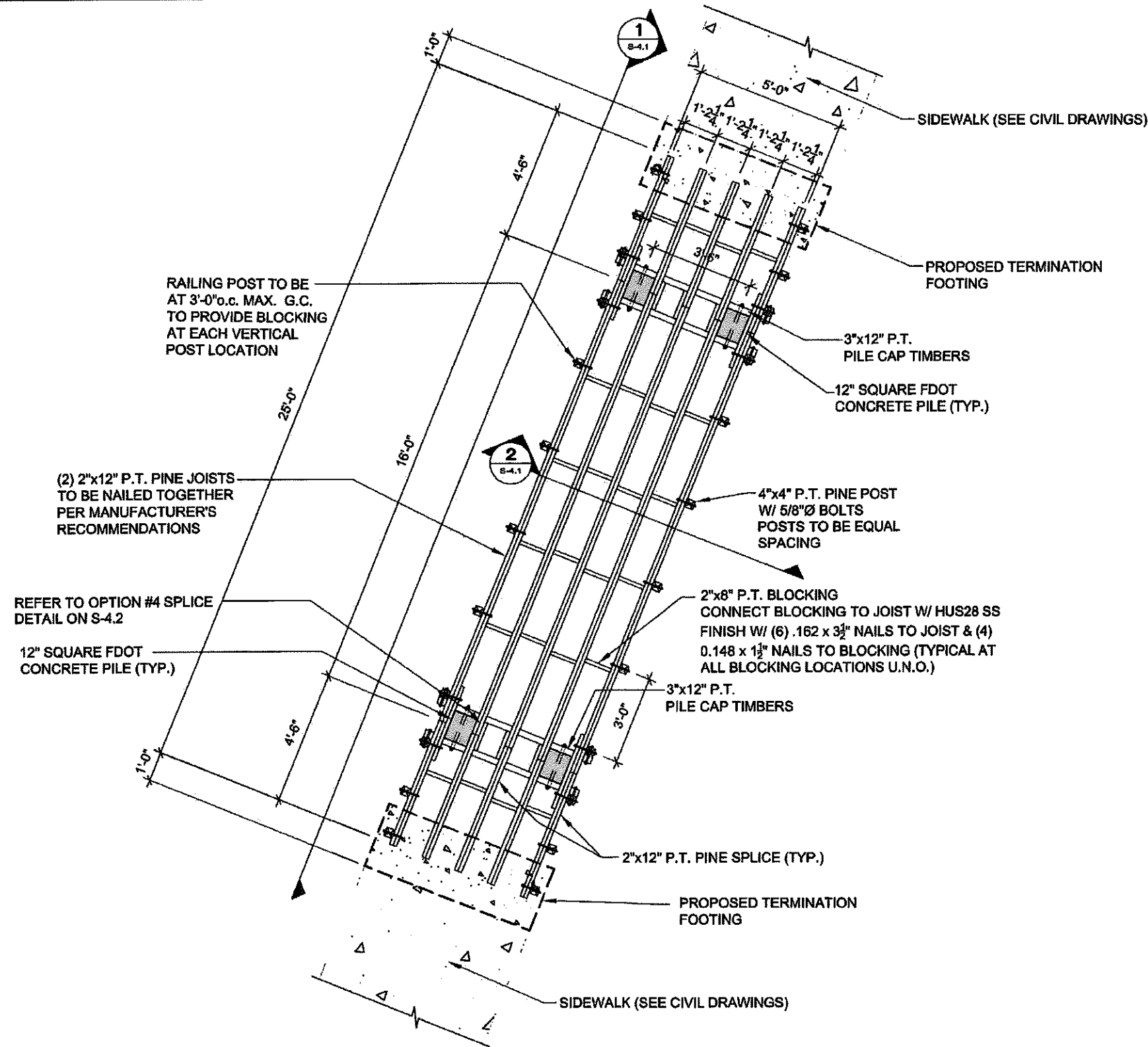
ONMY Jackson
O'Donnell, Naccorato, Mignogna
STUDIO CITY, CALIF.
1151 ALHAMBRA BLVD. SUITE 201
LOS ANGELES, CALIF. 90024
(213) 475-7777 FAX (213) 475-1125
LIC #0004381
CIC # 70B.011


$$1/4'' = 1' - 0''$$

O'Donnell, Naccorola, Mignogna Jackson
STRUCTURAL ENGINEERS
1615 PARK BEACH LANE, SUITE 204
WEST BEACH, FLORIDA 33501
(661) 835-7774 FAX (661) 835-8333 UC #0064382
108 # 708.011

Sheet

S-3



PLAN VIEW - FOOTBRIDGE

1/4" = 1'-0"



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 O'Donnell, Naccarato, Mignogna & Jackson
 STRUCTURAL ENGINEERS
 1455 PALM BEACH LAKES BLVD., SUITE 204
 WEST PALM BEACH, FLORIDA 33411
 (561) 835-1991 FAX (561) 835-1255
 DC: #0064386
 JOB # 708.011

PALM BEACH COUNTY
 DEPARTMENT OF ENVIRONMENTAL
 RESOURCES MANAGEMENT
 2300 NORTH JOC ROAD, 4TH FLOOR
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PALM BEACH COUNTY
 FLORIDA

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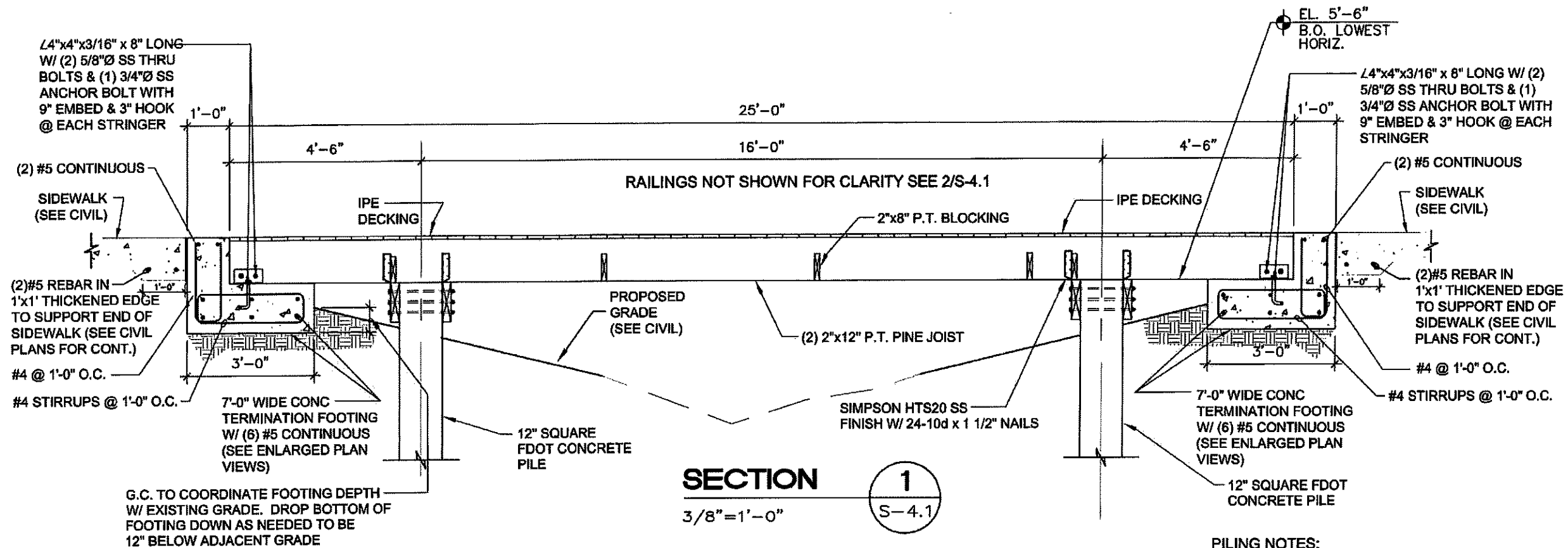
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LIMESTONE CREEK NATURAL AREA
 PUBLIC USE FACILITY
 PLAN VIEW - FOOTBRIDGE

Project:

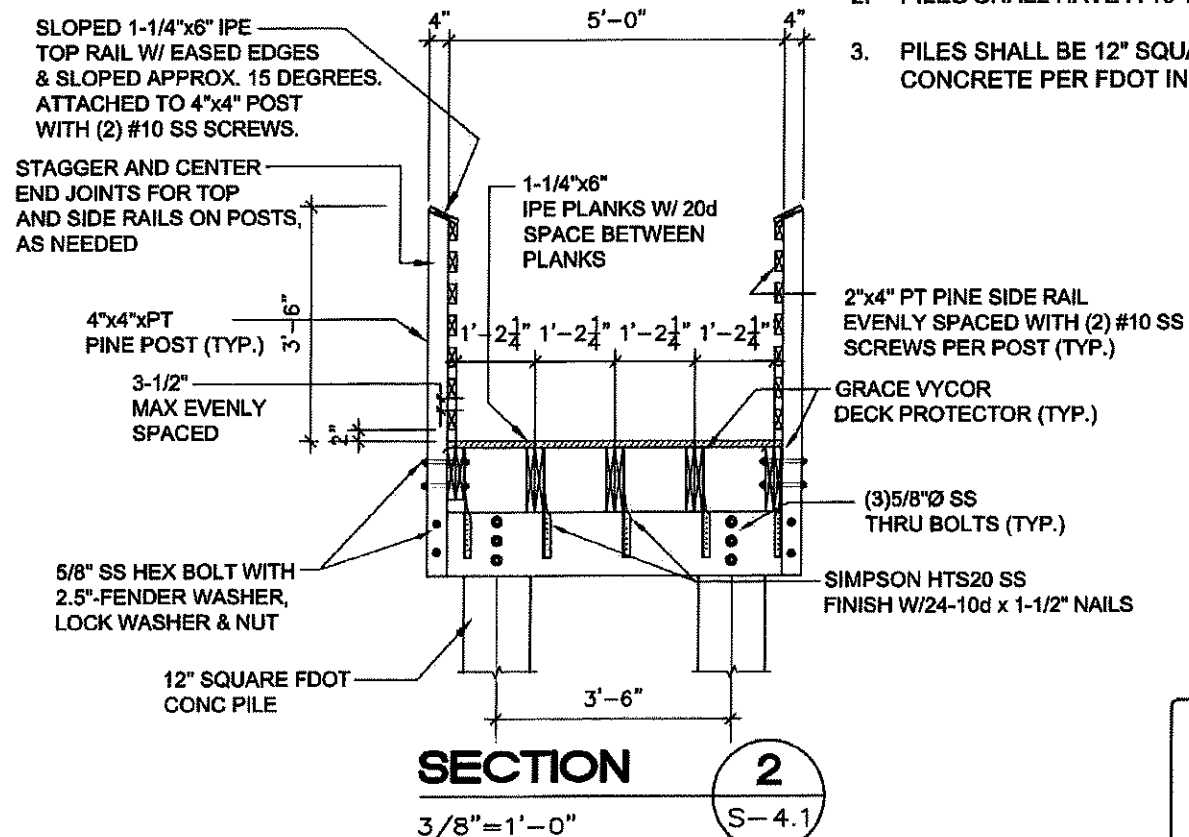
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S-4



- WOOD**
- ALL STRUCTURAL WOOD MEMBERS ARE DESIGNED AS "DRY-USE". MOISTURE CONTENT MUST BE 19% OR LESS. STORE WOOD FRAMING ABOVE GROUND AND UNDER TARPS WITH PROPER AIR CIRCULATION.
 - ALL LUMBER SHALL BE SOUTHERN PINE SPECIES #1 GRADE OR APPROVED EQUAL. ALLOWABLE DESIGN STRESSES SHALL FOLLOW NATIONAL DESIGN SPECIFICATION (NDS) (LATEST EDITION).
 - IF WOOD IS ACCESSIBLE TO THE PUBLIC, PROVIDE SP ACQ PRESSURE TREATED LUMBER IN ACCORDANCE WITH AWP STANDARDS TO A MIN. OF 0.40 PCF RETENTION. IF WOOD IS NOT IN CONTACT WITH THE PUBLIC, USE SP CCA PT LUMBER IN ACCORDANCE WITH AWP STANDARDS TO A MINIMUM OF 0.80 PCF RETENTION. ALL METAL CONNECTORS IN CONTACT WITH PRESSURE TREATED LUMBER SHALL BE STAINLESS STEEL. ALL NAILS AND SCREWS USED WITH PRESSURE TREATED LUMBER ARE TO BE STAINLESS STEEL. ALUMINUM NOT TO BE USED IN DIRECT CONTACT WITH ACQ TREATED LUMBER.
 - WOOD CONNECTIONS - ALL NAILS USED FOR STRUCTURAL FRAMING MEMBERS SHALL BE COMMON WIRE, U.N.O. ALL NAILS, TRUSS HANGERS, TRUSS ANCHORS AND STRAPS SHALL BE STAINLESS STEEL FOR CORROSIVE RESISTANCE. ALL METAL STRAPS MUST BE INSTALLED WITH EQUAL LENGTHS ABOUT THE JOINT LINE. USE SIMPSON STRONG-TIE CONNECTOR PRODUCTS OR APPROVED EQUAL. TOE NAILING WILL NOT BE PERMITTED.

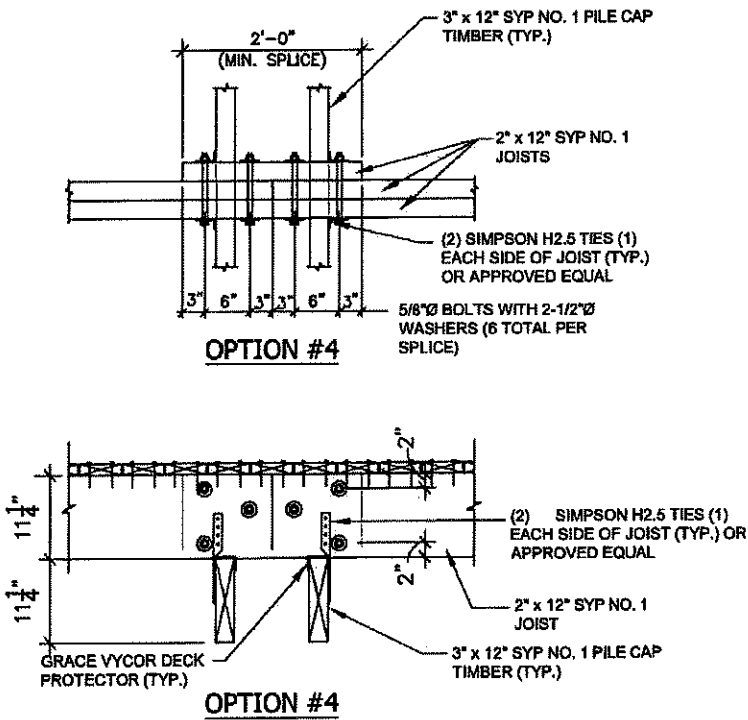
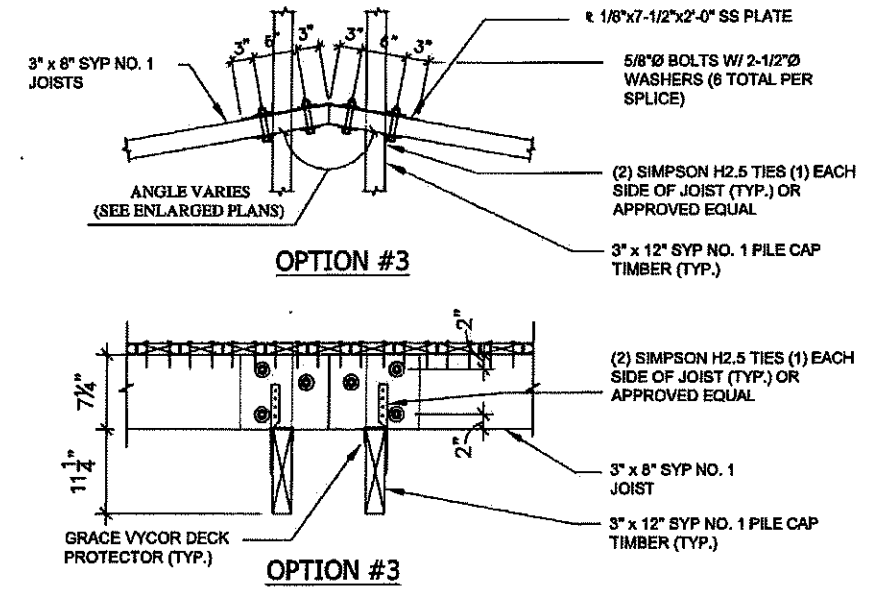
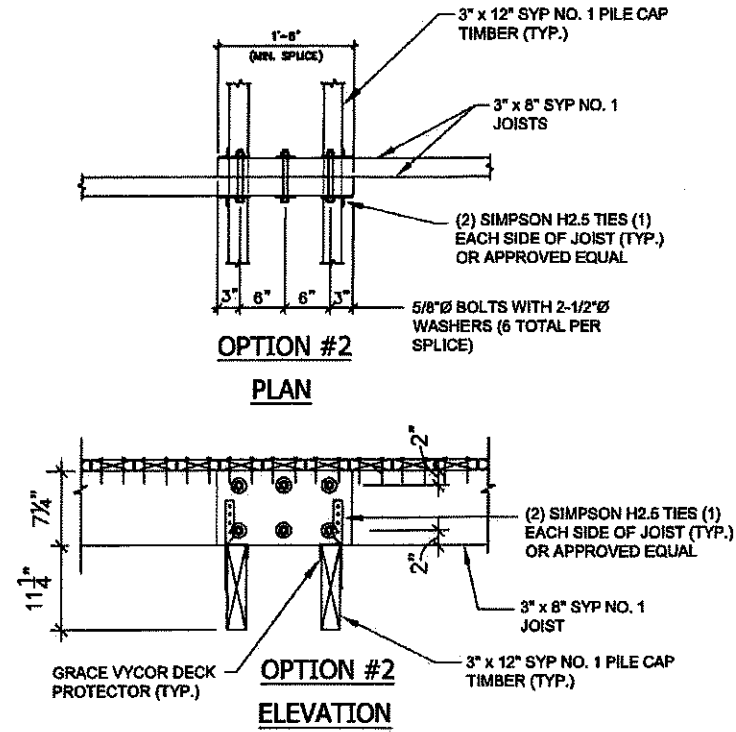
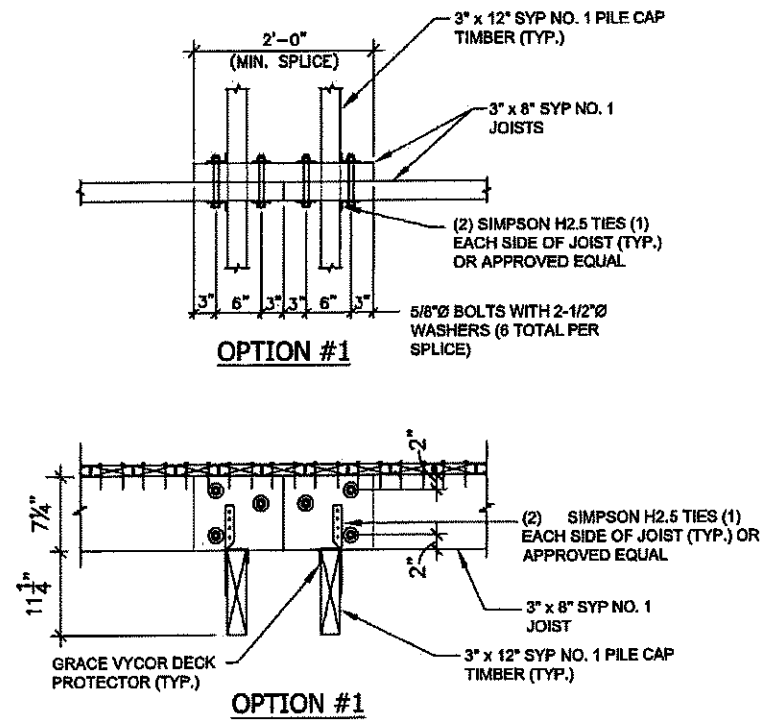
- TIMBER NOTES:**
- LUMBER SIZES INDICATED ARE NOMINAL.
 - LUMBER SHALL BE PT SYP GRADE 1, EXCEPT FOR DECKING, TOP RAILS, AND BENCHES, WHICH SHALL BE IPE.
 - BOARDWALK DECKING, TOP RAILS, AND BENCHES SHALL BE CONSTRUCTED OF THE TROPICAL HARDWOOD IPE AMARELO (TABEQUIA SERRATIFOLIA).
 - ALL NUTS, BOLTS, WASHERS AND FRAMING HARDWARE SHALL BE STAINLESS STEEL 316 (U.N.O.).
 - IPE FASTENERS SHALL BE #8x3" STAINLESS STEEL 316 WOODPECKER TRIM HEAD FINISH SCREWS BY SWAN SECURE OR EQUAL APPROVED BY COUNTY. TWO SCREWS ARE REQUIRED PER STRINGER LOCATION. DECKING SHALL BE PRE-DRILLED FOR A FLUSH SCREW SET. STAINLESS STEEL DECK SCREWS SHALL BE ALIGNED WITH CHALK SNAP LINE.
 - CONTRACTOR SHALL SPACE IPE DECKING WITH 20d NAIL (0.203").
 - STRINGERS, BLOCKING AND PILE CAP TIMBERS TO BE WRAPPED IN GRACE VYCOR DECK PROTECTOR PER MANUFACTURERS SPECIFICATIONS.



PILING NOTES:

- ALL PILES SHALL BE DRIVEN TO A MINIMUM EMBEDMENT OF 15'-0" BELOW THE MUDLINE/GRADE.
- PILES SHALL HAVE A 10 TON SERVICE LOAD, MINIMUM.
- PILES SHALL BE 12" SQUARE FDOT PRESTRESSED CONCRETE PER FDOT INDEX 455-014.

ONM
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JCH # 708.011



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PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL
RESOURCES MANAGEMENT

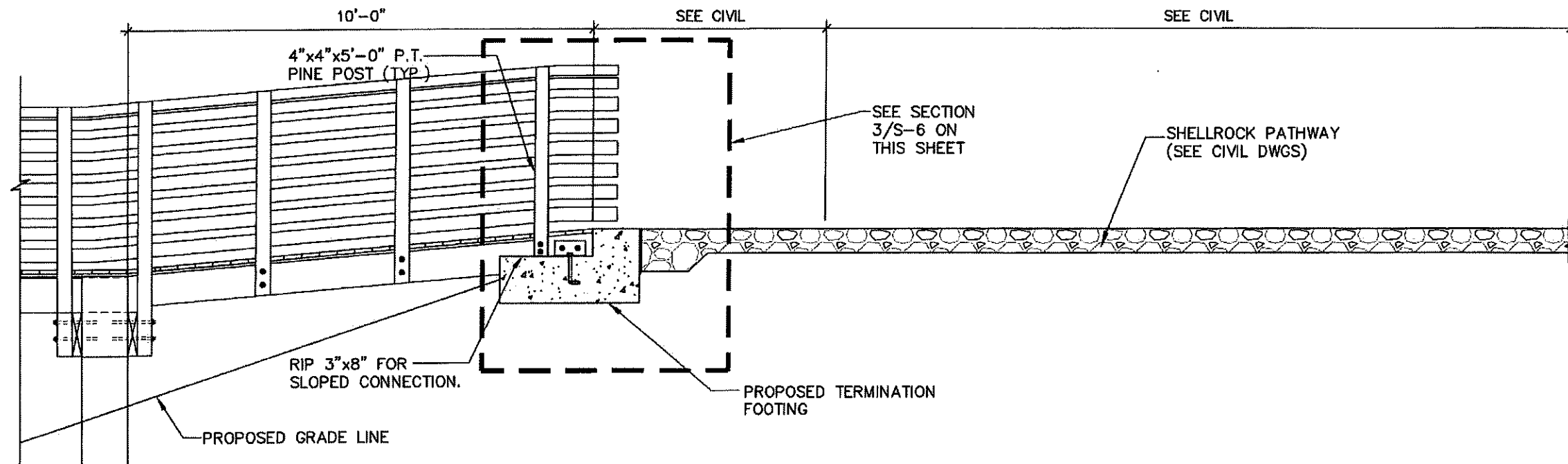
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Project: Limestone Creek Natural Area
Public Use Facility
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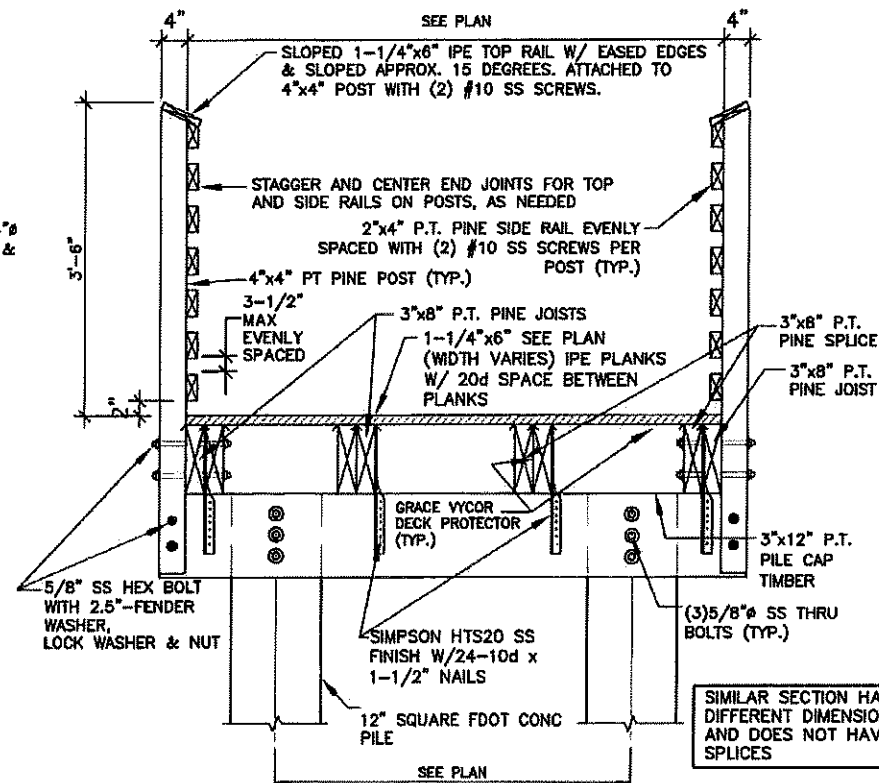
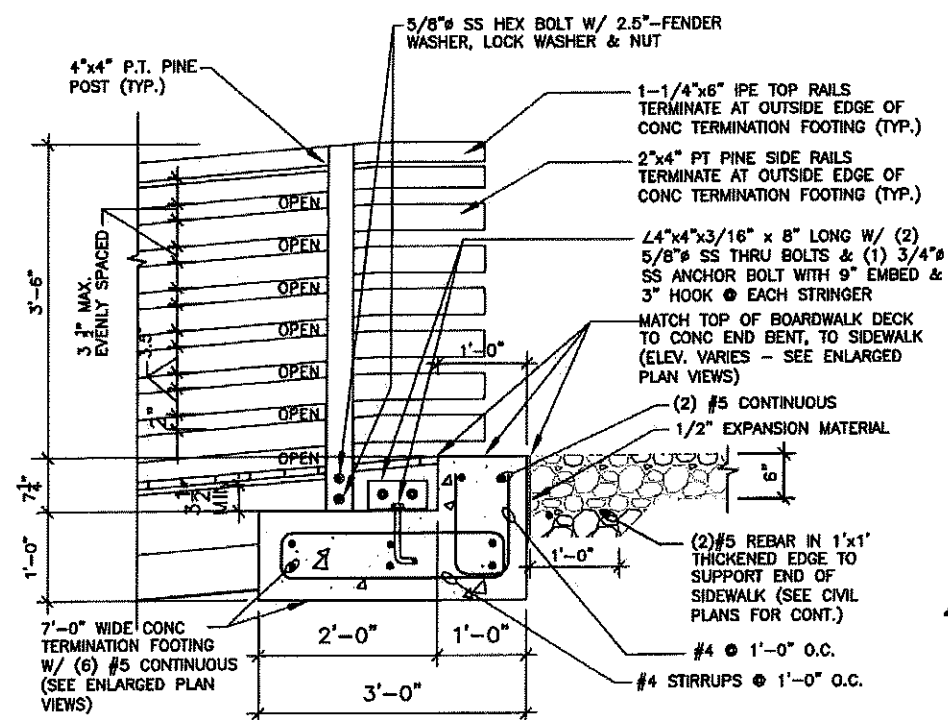


SECTION

$$3/8'' = 1' - 0''$$

1

5-6

**TIMBER NOTES:**

- 1) LUMBER SIZES INDICATED ARE NOMINAL.
- 2) LUMBER SHALL BE PT SYP GRADE 1, EXCEPT FOR DECKING, TOP RAILS, AND BENCHES, WHICH SHALL BE IPE.
- 3) BOARDWALK DECKING, TOP RAILS, AND BENCHES SHALL BE CONSTRUCTED OF THE TROPICAL HARDWOOD IPE AMARELO (TABEBUIA SERRATIFOLIA).
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- 6) CONTRACTOR SHALL SPACE IPE DECKING WITH 20d NAIL (0.203").
- 7) STRINGERS, BLOCKING AND PILE CAP TIMBERS TO BE WRAPPED IN GRACE VYCOR DECK PROTECTOR PER MANUFACTURERS SPECIFICATIONS.

WIGG

1. ALL STRUCTURAL WOOD MEMBERS ARE DESIGNED AS "DRY-USE". MOISTURE CONTENT MUST BE 19% OR LESS. STORE WOOD FRAMING ABOVE GROUND AND UNDER TARPS WITH PROPER AIR CIRCULATION.
2. ALL LUMBER SHALL BE SOUTHERN PINE SPECIES #1 GRADE OR APPROVED EQUAL. ALLOWABLE DESIGN STRESSES SHALL FOLLOW NATIONAL DESIGN SPECIFICATION (NDS) (LATEST EDITION).
3. IF WOOD IS ACCESSIBLE TO THE PUBLIC, PROVIDE SP ACQ PRESSURE TREATED LUMBER IN ACCORDANCE WITH AMPA STANDARDS TO A MIN. OF 0.40 PCF RETENTION. IF WOOD IS NOT IN CONTACT WITH THE PUBLIC, USE SP CCA PT LUMBER IN ACCORDANCE WITH AMPA STANDARDS TO A MINIMUM OF 0.60 PCF RETENTION, ALL METAL CONNECTORS IN CONTACT WITH PRESSURE TREATED LUMBER SHALL BE STAINLESS STEEL. ALL NAILS AND SCREWS USED WITH PRESSURE TREATED LUMBER ARE TO BE STAINLESS STEEL. ALUMINUM NOT TO BE USED IN DIRECT CONTACT WITH ACQ TREATED LUMBER.
4. WOOD CONNECTIONS - ALL NAILS USED FOR STRUCTURAL FRAMING MEMBERS SHALL BE COMMON WIRE, U.N.C. ALL NAILS, TRUSS HANGERS, TRUSS ANCHORS AND STRAPS SHALL BE STAINLESS STEEL FOR CORROSIVE RESISTANCE. ALL METAL STRAPS MUST BE INSTALLED WITH EQUAL LENGTHS ABOUT THE JOINT LINE. USE SIMPSON STRONG-TIE CONNECTOR PRODUCTS OR APPROVED EQUAL. TOE NAILING WILL NOT BE PERMITTED.

SECTION

$$1/2'' = 1' - 0''$$

3

S-6

PROPOSED TERMINATION FOOTING

SECTION

$$1/2'' = 1' - 0''$$

2

2-6

**PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL
RESOURCES MANAGEMENT**
2300 NORTH JOG ROAD, 4TH FLOOR
WEST PALM BEACH, FLORIDA 33411-2743
(561) 233-2400



Date:	
By:	
Resident:	
Nr:	
Scales: Approved: RR Drawn: RR Checked: JT Date: 02/13/2024 Field Book Nr:	

LIMESTONE CREEK NATURAL AREA

SECTIONS

Sheet:
S-6

ONM
O'Donnell, Naccarato, Mignogna Jackson
STRUCTURAL ENGINEERS
1635 PINE HAVEN LANE SUITE 204
WEST PALM BEACH, FLORIDA 33411
(561) 835-9998 FAX (561) 835-8255
DC # 0004385
DB # 708.01

CONTRACTOR NOTE:

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. O'DONNELL, NACCARATO, MIGNOGNA & JACKSON, INC. IS NOT RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION OR FOR RELATED SAFETY PRECAUTIONS AND PROGRAMS.

CODES AND STANDARDS

1. WIND LOADS AS PER:
 - A. SECTION 1609 OF THE FLORIDA BUILDING CODE 8TH EDITION (2023) WITH AN ULTIMATE WIND SPEED VULT = 160 MPH (NOMINAL WIND SPEED VASD = 124 MPH), FOR RISK CATEGORY I, EXPOSURE C AND INTERNAL PRESSURE COEFFICIENT +/- 0.00.
 - B. THIS BUILDING IS DESIGNED AS AN OPEN BUILDING.
2. THE PROJECT WAS DESIGNED IN ACCORDANCE WITH THE:
 - A. FLORIDA BUILDING CODE 8TH EDITION (2023).
 - B. BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318/ LATEST EDITION).
 - C. NATIONAL DESIGN SPECIFICATION, WOOD CONSTRUCTION NDS/LATEST EDITION.
3. CIVIL DRAWINGS:
 - A. THE STRUCTURAL DRAWINGS ARE PART OF THE CONTRACT DOCUMENTS AND DO NOT BY THEMSELVES PROVIDE ALL THE INFORMATION REQUIRED TO PROPERLY COMPLETE THE PROJECT STRUCTURE. THE GENERAL CONTRACTOR SHALL CONSULT THE CIVIL DRAWINGS AND COORDINATE THE INFORMATION CONTAINED IN THESE DRAWINGS WITH THE STRUCTURAL DRAWINGS TO PROPERLY CONSTRUCT THE PROJECT.
 - B. BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY ALL MEASUREMENTS TO PROPERLY SIZE OR FIT THE WORK. NO EXTRA CHARGE OR COMPENSATION WILL BE ALLOWED BY THE OWNER RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT.
 - C. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE COUNTY, CIVIL ENGINEER, AND ENGINEER OF RECORD BEFORE PROCEEDING WITH ANY WORK.
 - D. ALL STRUCTURES HAVE BEEN DESIGNED TO RESIST THE DESIGN LOADS LISTED ONLY AS COMPLETED STRUCTURES. THE GENERAL CONTRACTOR SHALL FULLY BRACE AND OTHERWISE PROTECT WORK IN PROGRESS UNTIL THE STRUCTURES ARE COMPLETED. THE GENERAL CONTRACTOR SHALL ALSO ENSURE THAT ITS OPERATIONS AND PROCEDURES PROVIDE NO LOADING GREATER THAN THE DESIGN LOADS LISTED ON ANY MEMBER.
4. SECTIONS AND DETAILS:

ALL DETAILS, SECTIONS AND NOTES SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE UNLESS OTHERWISE SHOWN.

SPECIALTY ENGINEERED PRODUCTS

1. THE GENERAL CONTRACTOR IS RESPONSIBLE TO COORDINATE THE PROPER SUBMISSION OF SPECIALTY ENGINEERED SHOP DRAWINGS WHICH SHALL BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT THE SPECIALTY ENGINEERED SHOP DRAWINGS ARE SUBMITTED IN A TIMELY MANNER SO AS TO ALLOW REVIEWS AND RESUBMISSIONS AS REQUIRED. ALL SPECIALTY ENGINEERED PRODUCTS SHALL BE DESIGNED FOR THE APPROPRIATE GRAVITY LOADS AND WIND LOADS INCLUDING UPLIFT AND LATERAL LOADS. SPECIALTY PRODUCTS SHALL BE DESIGNED FOR LATERAL LOADS TO ASSURE STABILITY. SPECIALTY ENGINEERED PRODUCTS SHALL BE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
 - A. MISCELLANEOUS HANGERS, METAL FRAMES, RAILINGS OR ANY OTHER MISCELLANEOUS PRODUCT REQUIRED BY ANY OF THE CONSTRUCTION DOCUMENTS.
 - B. PRECAST PRESTRESSED CONCRETE PILES.

FOUNDATION

1. ALL SITE PREPARATION AND EXCAVATION WORK IS TO BE PERFORMED IN STRICT ACCORDANCE WITH THE:
 - A. REPORT ON SOILS AND FOUNDATION INVESTIGATION PREPARED BY A QUALIFIED GEOTECHNICAL ENGINEER
2. THE BUILDING SITE SHOULD BE EXCAVATED TO THE DEPTH AND EXTENT INDICATED IN THE SOILS REPORT. ALL SUBGRADES SHALL BE APPROVED IN WRITING BY THE SOILS ENGINEER PRIOR TO BACKFILLING.
3. SOILS SUPPORTING ALL FOOTINGS MUST BE INSPECTED AND APPROVED BY A REGISTERED SOILS ENGINEER BEFORE COMMENCING WORK, ORDERING MATERIALS, OR MOVING FORWARD IN ANY WAY. APPROVAL IN WRITING MUST INDICATE THE SOIL IS ADEQUATE TO SAFELY SUSTAIN SPECIFIED SOIL BEARING PRESSURE.
4. EXCAVATION & BACKFILL:
 - A. ALL EXCAVATION SHALL BE KEPT DRY. EXCAVATE TO DEPTHS AND DIMENSIONS INDICATED. TAKE EVERY PRECAUTION TO GUARD AGAINST ANY MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES, UTILITIES, PIPING, ETC.
 - B. PROVIDE ANY BRACING OR SHORING NECESSARY TO AVOID SETTLEMENT OR DISPLACEMENT OF EXISTING FOUNDATION OR STRUCTURES.

5. DIMENSIONS: ALL DIMENSIONS AND ELEVATIONS SHOWN ON THE STRUCTURAL DRAWINGS MUST BE VERIFIED AND COORDINATED WITH THE CIVIL DRAWINGS BY THE CONTRACTOR BEFORE PROCEEDING WITH THE CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER OR STRUCTURAL ENGINEER IN WRITING BEFORE PROCEEDING WITH ANY WORK.
6. PILES TO BE INSTALLED IN ACCORDANCE WITH A SUITABLE DYNAMIC FORMULA TO BE SELECTED BY THE SOILS ENGINEER.
7. INSTALLATION OF PILES TO BE SUPERVISED AND CERTIFIED BY A REGISTERED SOILS ENGINEER.
8. PRECAST PRESTRESSED CONCRETE PILES:
 - A. PILES SHALL BE DRIVEN TO A SUITABLE BEARING STRATUM, WHICH DEPTH BELOW GROUND SURFACE HAS BEEN DETERMINED BY APPROPRIATE SOIL INVESTIGATION. REFER TO SOIL INVESTIGATION AND REPORT BY TERRACON.
 - B. A MINIMUM OF ONE (1) LOAD TEST SHALL BE REQUIRED TO VERIFY PILE BEARING CAPACITY. TEST PILE WILL DETERMINE THE FINAL CASTING LENGTH.
 - C. PILES BID LENGTH: FROM PILE CUT OFF ELEVATION INDICATED ON DRAWINGS TO PILE TIP AT ELEVATION.
 - D. CONTRACTOR SHALL ENGAGE THE SERVICE OF A FLORIDA REGISTERED PROFESSIONAL ENGINEER TO SUPERVISE AND CERTIFY THAT THE PILE INSTALLATION WORK COMPLIES WITH THE DESIGN REQUIREMENTS.
 - E. A RECORD OF EACH PILE DRIVEN SHOWING LENGTH, SIZE, LOCATION, CALCULATED SAFE LOAD, PENETRATION COUNT PER FOOT OF LENGTH, RESULTS OF TESTS AND DESCRIPTION OF HAMMERING EQUIPMENT SHALL BE KEPT AND A CERTIFIED COPY FURNISHED TO THE COUNTY, ENGINEER AND BUILDING OFFICIALS.

CONCRETE

1. CONCRETE ELEMENTS TO HAVE THE FOLLOWING STRENGTHS:
 - A. FOUNDATIONS 4,000 PSI
 - ALL OTHER CONCRETE TO BE 4,000 PSI UNLESS NOTED OTHERWISE.
2. ALL CONCRETE SHALL BE READY MIX AND MEET THE FOLLOWING REQUIREMENTS:
 - A. A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI @ 28 DAYS
 - B. SLUMPS SHALL BE 3" MINIMUM AND 5" MAXIMUM.
 - C. CONCRETE SHALL HAVE 3 +/- 1.5 PERCENT AIR ENTRAINMENT.
 - D. ALL CONCRETE TO HAVE MAXIMUM WATER/CEMENT RATIO OF 0.55.
 - E. JOBSITE WATER SHALL NOT BE ADDED.
 - F. CEMENT SHALL CONFORM WITH ASTM C150 TYPE 1. SLAG, ASTM C989 SHALL BE LIMITED TO 50% (BY WEIGHT) OF CEMENTITIOUS MATERIAL AND FLY ASH, ASTM C618, CLASS F, SHALL BE LIMITED TO 25% (BY WEIGHT) OF CEMENTITIOUS MATERIAL.
3. ALL CONCRETE WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE ACI BUILDING CODE (ACI 318/ LATEST EDITION), THE ACI DETAILING MANUAL (ACI 315/ 1994 EDITION), AND THE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301/ LATEST EDITION).

WOOD

1. ALL STRUCTURAL WOOD MEMBERS ARE DESIGNED AS "DRY-USE". MOISTURE CONTENT MUST BE 19% OR LESS. STORE WOOD FRAMING ABOVE GROUND AND UNDER TARPS WITH PROPER AIR CIRCULATION.
2. ALL LUMBER SHALL BE SOUTHERN PINE SPECIES #1 GRADE OR APPROVED EQUAL. ALLOWABLE DESIGN STRESSES SHALL FOLLOW NATIONAL DESIGN SPECIFICATION (NDS) (LATEST EDITION).
3. IF WOOD IS ACCESSIBLE TO THE PUBLIC, PROVIDE SP ACQ PRESSURE TREATED LUMBER IN ACCORDANCE WITH AWWA STANDARDS TO A MIN. OF 0.40 PCF RETENTION. IF WOOD IS NOT IN CONTACT WITH THE PUBLIC, USE SP CCA PT LUMBER IN ACCORDANCE WITH AWWA STANDARDS TO A MINIMUM OF 0.60 PCF RETENTION. ALL METAL CONNECTORS IN CONTACT WITH PRESSURE TREATED LUMBER SHALL BE STAINLESS STEEL. ALL NAILS AND SCREWS USED WITH PRESSURE TREATED LUMBER ARE TO BE STAINLESS STEEL. ALUMINUM NOT TO BE USED IN DIRECT CONTACT WITH ACQ TREATED LUMBER.
4. WOOD CONNECTIONS - ALL NAILS USED FOR STRUCTURAL FRAMING MEMBERS SHALL BE COMMON WIRE, U.N.O. ALL NAILS, TRUSS HANGERS, TRUSS ANCHORS AND STRAPS SHALL BE STAINLESS STEEL FOR CORROSIVE RESISTANCE. ALL METAL STRAPS MUST BE INSTALLED WITH EQUAL LENGTHS ABOUT THE JOINT LINE. USE SIMPSON STRONG-TIE CONNECTOR PRODUCTS OR APPROVED EQUAL. TOE NAILING WILL NOT BE PERMITTED.
5. BOARDWALK DECKING, TOP RAILS AND BENCH TOPS SHALL BE CONSTRUCTED OF THE TROPICAL HARDWOOD IPE AMARELO (TABEUIA SERRATIFOLJA).
6. IPE FASTENERS SHALL BE #8x3" STAINLESS STEEL 316 WOODPECKER TRIM HEAD FINISH SCREWS BY SWAN SECURE OR EQUAL APPROVED BY COUNTY. TWO SCREWS ARE REQUIRED PER STRINGER LOCATION. DECKING SHALL BE PRE-DRILLED FOR A FLUSH SCREW SET. STAINLESS STEEL DECK SCREWS SHALL BE ALIGNED WITH CHALK SNAP LINE.
7. CONTRACTOR SHALL SPACE IPE DECKING WITH 20d NAIL (0.203").

TIMBER

1. ALL STRUCTURAL TIMBER TO
- A. BE SOUTHERN PINE SPECIES, #1 GRADE (MINIMUM) OR APPROVED EQUAL.
 - B. BE DESIGNED PER THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION'S (AITC) "TIMBER CONSTRUCTION MANUAL" AND AMERICAN FOREST & PAPER ASSOCIATION'S (AFPA) NATIONAL DESIGN SPECIFICATION".
 - C. IF WOOD IS ACCESSIBLE TO THE PUBLIC, PROVIDE SP ACQ PRESSURE TREATED LUMBER IN ACCORDANCE WITH AWPAs STANDARDS TO A MIN. OF 0.40 PCF RETENTION. IF WOOD IS NOT IN CONTACT WITH THE PUBLIC, USE SP CCA PT LUMBER IN ACCORDANCE WITH AWPAs STANDARDS TO A MINIMUM OF 0.60 PCF RETENTION. ALL METAL CONNECTORS IN CONTACT WITH PRESSURE TREATED LUMBER SHALL BE STAINLESS STEEL. ALL NAILS AND SCREWS USED WITH PRESSURE TREATED LUMBER ARE TO BE STAINLESS STEEL. ALUMINUM NOT TO BE USED IN DIRECT CONTACT WITH ACQ TREATED LUMBER.

SHOP DRAWINGS

1. PRE-ENGINEERED ITEMS SHALL BE SUBMITTED SIGNED AND SEALED BY A SPECIALTY ENGINEER REGISTERED IN THE STATE OF FLORIDA.

[illegible]

ONM
O'Donnell, Naccarato, Mignogna Jackson
STRUCTURAL ENGINEERS
1635 PALM BEACH BLVD., SUITE 204
WEST PALM BEACH, FLORIDA 33411
(407) 851-1999 FAX (407) 851-1955
IC # 3024384
DOB # 708.011



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

2800 NORTH JOG ROAD, 4TH FLOOR
WEST PALM BEACH, FLORIDA 33411-2748
(561) 233-2400

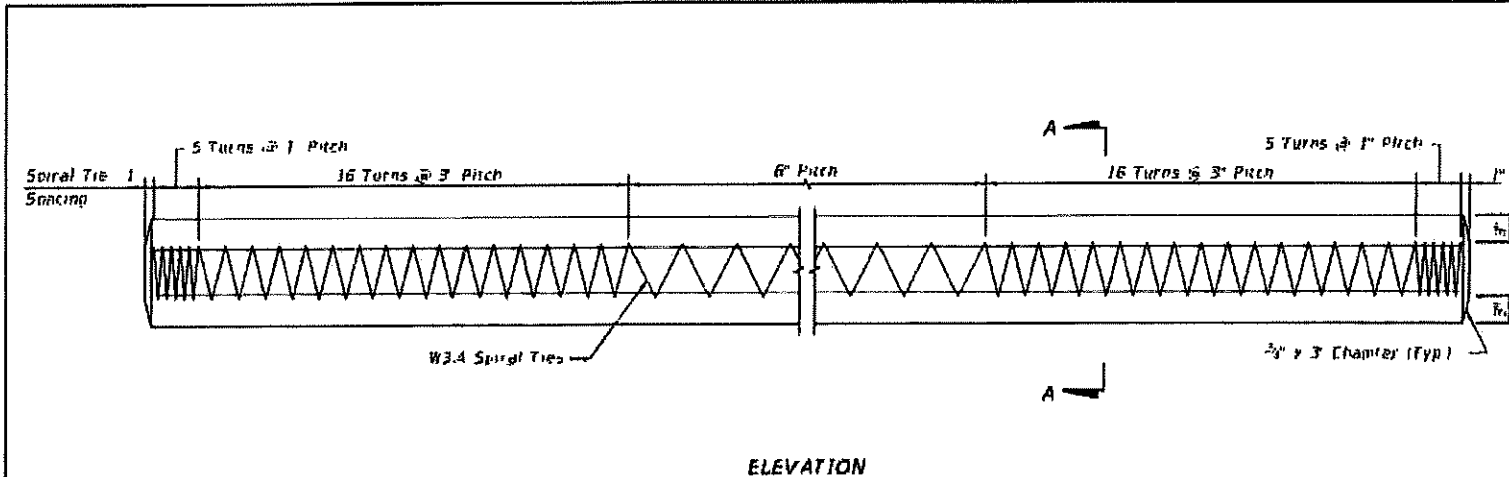
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By	
Resident	
No	
Scale: Approved: RR Drawn: RR Checked: JT Date: 02/13/2024 Field Book No.	

SEAL

Project: **LIMESTONE CREEK NATURAL AREA**
PUBLIC USE FACILITY
STRUCTURAL NOTES & SCHEDULE

Sheet:

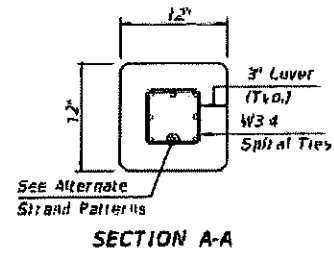
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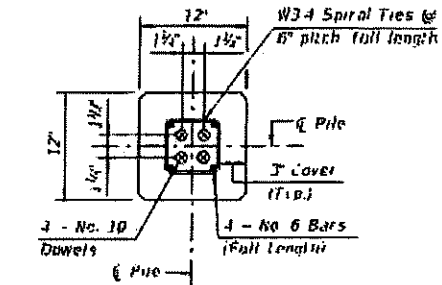
ELEVATION

ALTERNATE STRAND PATTERNS

- 4 - 0.6 in Grade 270 LRS, at 44 kips
- 8 - 1/2 in (Special), Grade 270 LRS, at 25 kips
- 8 - 1/2 in Grade 270 LRS, at 24 kips
- 8 - 3/8 in Grade 270 LRS, at 23 kips
- 12 - 1/4 in Grade 270 LRS, at 16 kips

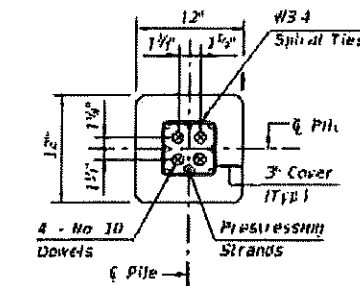


SECTION A-A



SECTION D-D

(See Non-Drivable Unreinforced Reinforced Prestress Pile Splice Detail)



SECTION E-E

(See Drivable Unreinforced Prestressed Prestress Pile Splice Detail)

PILE SPLICE REINFORCEMENT DETAILS

- NOTES:**
1. Work this Index with Index 450-001 - Typical Details and Notes for Square Prestressed Concrete Piles and Index 455-002 - Square Prestressed Concrete Pile Splices.
 2. Any of the given Alternate Strand Patterns may be utilized. The strands shall be located as follows:
Place one strand at each corner and place the remaining strands equally spaced between the corner strands.
The total strand pattern shall be concentric with the nominal concrete section of the pile.

LAST REVISION	DESCRIPTION	FDOT	FY 2023-24 STANDARD PLANS	12" SQUARE PRESTRESSED CONCRETE PILE	INDEX 455-012	SHEET 1 of 1
01/01/12						

ONM
O'Donnell, Naccorato, Mignogna & Jackson
STRUCTURAL ENGINEERS
1455 PALM BEACH LAKES BLVD., SUITE 204
WEST PALM BEACH, FLORIDA 33411
(561) 835-1991 FAX (561) 835-1255
UC #0034384
JOB # 708.011

PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT
2300 NORTH JOC ROAD, 4TH FLOOR
WEST PALM BEACH, FLORIDA 33411-2743
(561) 233-2400

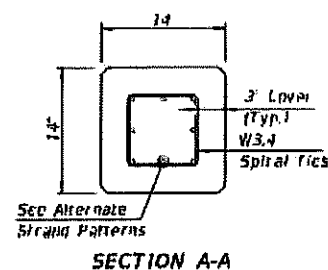
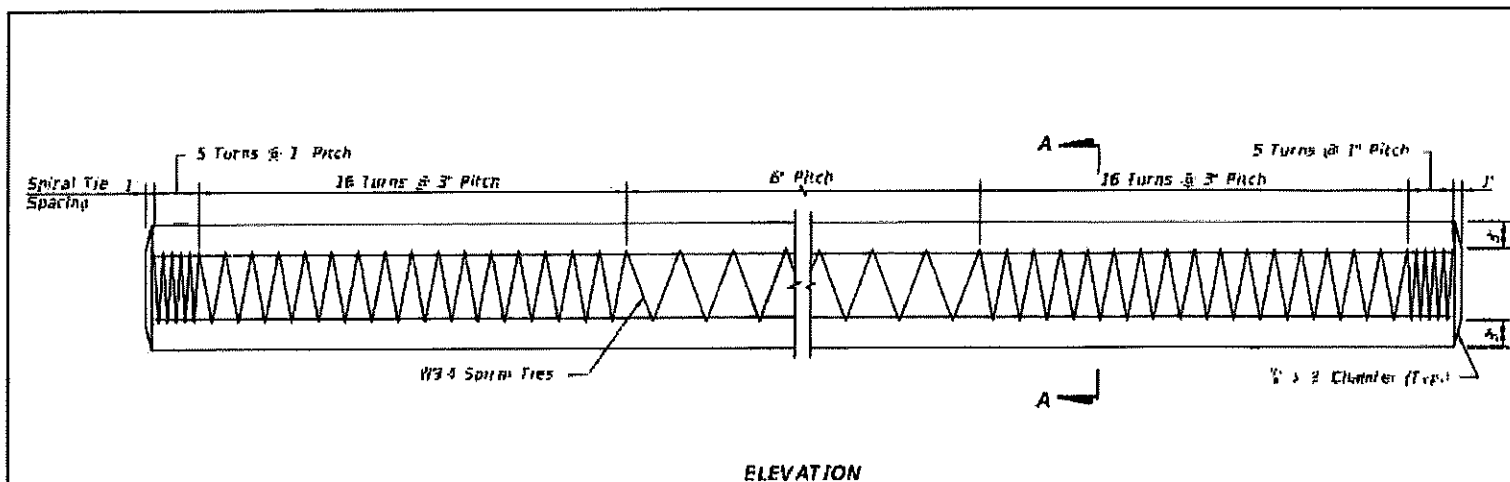
PALM BEACH COUNTY FLORIDA

Project: **LIMESTONE CREEK NATURAL AREA PUBLIC USE FACILITY**
12" SQUARE PRESTRESSED CONCRETE PILE

Sheet: **S-8**

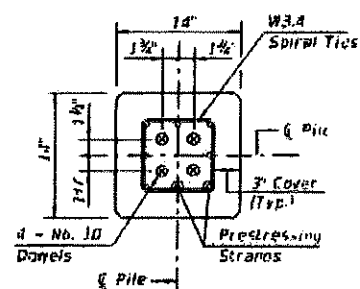
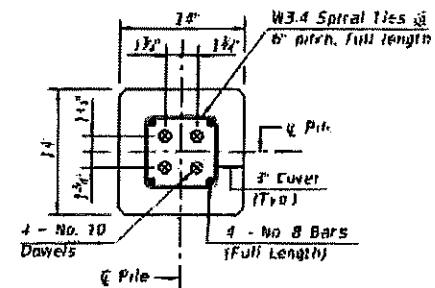
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Checked: JT
Date: 02/13/2024
Field Book No.

SEAL



ALTERNATE STRAND PATTERNS

- 8 - 0.6" Ø, Grade 270 LRS, at 33 kips
- 8 - 1/4" Ø (15 per ft), Grade 270 LRS, at 31 kips
- 8 - 1/4" Ø, Grade 270 LRS, at 31 kips
- 12 - 1/4" Ø, Grade 270 LRS, at 21 kips
- 16 - 1/4" Ø, Grade 270 LRS, at 16 kips



PILE SPLICE REINFORCEMENT DETAILS

NOTES

- Work this Index with Index 455-001 - Typical Details and Notes for Square Prestressed Concrete Piles and Index 455-002 - Square Prestressed Concrete Pile Splices.
- Any of the given Alternate Strand Patterns may be utilized. The strands shall be located as follows:
Place one strand at each corner and place the remaining strands equally spaced between the corner strands.
The total strand pattern shall be consistent with the nominal concrete section of the pile.

LAST REVISION	DESCRIPTION	FDOT	FY 2023-24 STANDARD PLANS	14" SQUARE PRESTRESSED CONCRETE PILE	INDEX 455-014	SHEET 1 of 1
01/01/12						

ONM
O'Donnell, Naccarato, Mignogna & Jackson
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1455 PALM BEACH LANE, SUITE 204
WEST PALM BEACH, FLORIDA 33411
(561) 885-9911 FAX (561) 885-8255
JC #320438
JOB # 708.011

PALM BEACH COUNTY
DEPARTMENT OF ENVIRONMENTAL
RESOURCES MANAGEMENT
2300 NORTH JOG ROAD, 4th FLOOR
WEST PALM BEACH, FLORIDA 33411-2743
(561) 233-2400



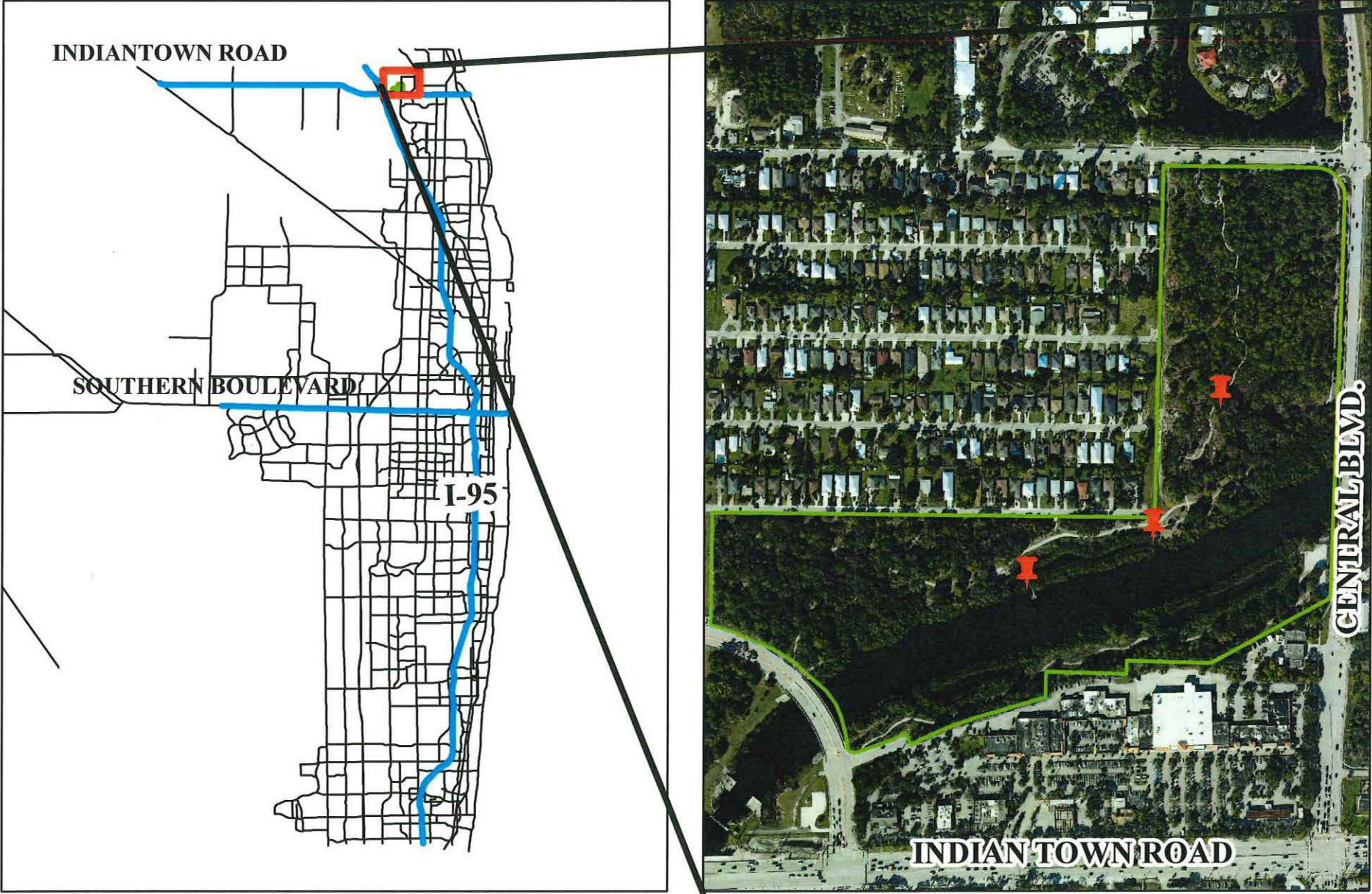
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Date:	02/13/2024
Field Book No:	

SEAL

Project: LIMESTONE CREEK NATURAL AREA
PUBLIC USE FACILITY
14" SQUARE PRESTRESSED CONCRETE PILE

Sheet: S-9

**LIMESTONE CREEK NATURAL AREA
LOCATION MAP
2025ERM01 PUBLIC USE FACILITIES REPLACEMENT**



LOCATIONS OF THE 3 PUBLIC USE STRUCTURES REQUIRING REPLACEMENT

Posting Time: 5/1/25- 4:35PM



**Environmental
Resources Management**

2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561)233-2400
FAX: (561) 233-2414
www.pbc.gov/erm



**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor
Sara Baxter, Vice Mayor
Gregg K. Weiss
Joe G. Flores
Marci Woodward
Maria Sachs
Bobby Powell Jr.

County Administrator

Verdenia C. Baker

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Affirmative Action Employer"*

Official Electronic Letterhead

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

DATE: May 2, 2025

TO: Coston Marine Services, Inc.

FROM: Deborah Drum, Director
Department of Environmental Resources Management

RE: **AWARD RECOMMENDATION**
Palm Beach County Limestone Creek Public Use
Facilities Replacement
PBC/ERM PROJECT NO. 2025ERM01

Based on the bid results for the above project, the Department of Environmental Resources Management recommends awarding the above-referenced contract to Coston Marine Services, Inc.

This Award Recommendation will be posted at the Department of Environmental Resources Management on the 4th Floor at 2300 N. Jog Road, West Palm Beach, Florida. The Award Recommendation may be protested by addressing your protest to Melody Thelwell, Purchasing Director, Palm Beach County Purchasing Department, 50 South Military Trail, West Palm Beach, Florida 33415. Failure to file a protest to the Director of Purchasing within five (5) business days after posting of the Award Recommendation, as prescribed in Section 2-55 (B) of the County Purchasing Ordinance 2024-010, shall constitute a waiver of proceedings under the referenced County Ordinance.

We thank you for your continued interest in bidding Palm Beach County projects.

Attachments: Bid Evaluation Summary
Bid Tabulation

DD: MS: YV

c: Melody Thelwell, Purchasing Director
Liz Herman, Assistant County Attorney II, County Attorney's Office

Palm Beach County
Department of Environmental Resources Management
Construction Contract Bid Evaluation Summary

Project No.: 2025ERM01
Project Name: Palm Beach County Limestone Creek Public Use Facilities Replacement
Bid Opening: April 23, 2025

I. Lowest responsive, responsible bidder: Coston Marine Services, Inc.

II. Bidders, ranked from lowest to highest:

Bidder	Evaluated Bid Amount	SBE or DBE Participation	Business Location
1. Coston Marine Services, Inc.	\$ 849,994.28	YES	N/E

N/E = Not Evaluated

III. Disqualified bidders:

Bidder	Reason
NONE	N/A

IV. Alternate Bid Items used to determine Evaluated Bid Amount:
Not applicable

V. Did SBE Participation affect bid ranking?
No

VI. Did Local Preference affect bid ranking?
No

VII. Will Contract Award Amount differ from Evaluated Bid Amount?
No

OEBO PARTICIPATION EVALUATION FORM

DATE SENT: 04/28/2025	PROJECT MANAGER: Yamel Vasquez
PROJECT #: 2025ERM01	PROJECT NAME: Limestone Creek Public Use Facilities Replacement
USER DEPARTMENT: Environmental Resources Management	SOLICITATION OPENING DATE: 04/23/2025
OEBO ESTABLISHED API: SBE Price Preference	

SOLICITATION EVALUATION INFORMATION

RESPONDENTS	RESPONDENT/PRIME IS A CERTIFIED S/M/WBE	RESPONDENT/PRIME IS ELIGIBLE TO RECEIVE PREFERENCE	IF GOAL APPLIES, RESPONDENT/PRIME IS RESPONSIVE TO SOLICITATION
COSTON MARINE SERVICES INC	1	1	3

KEYS FOR DETERMINATIONS: (NOTED N THE SOLICITATION EVALUATION INFORMATION TABLE)
(1) YES
(2) NO
(3) N/A

EVALUATION NOTES:

Evaluated by: Terry Newton

Signature:  Date: 04/28/2025

Reviewed by: Allen Gray

Signature:  Date: 04/28/2025

Palm Beach County
Department of Environmental Resources Management
Construction Contract Bid Tabulation

ATTACHMENT 3. Page 4 of 4

Project No.: 2025ERM01

Project Name Limestone Creek Public Use Facilities Replacement

Bid Opening: April 23, 2025

Contract Time 180 Days

< 50% of average (or Estimate)
= average (or Estimate)
>150% of average (or Estimate)

				ERM Estimate		Average of All Bids		Coston Marine Services, Inc.			
	BASE BID ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	% of Estimate	UNIT COST	TOTAL COST	% of Avg	% of Estimate
1	MOBILIZATION	1	LS	\$ 74,280.00	\$ 74,280.00	\$ 128,688.08	173.25%	\$ 128,688.08	\$ 128,688.08	100.00%	173.25%
2	DEMOBILIZATION	1	LS	\$ 49,520.00	\$ 49,520.00	\$ 60,000.00	121.16%	\$ 60,000.00	\$ 60,000.00	100.00%	121.16%
3	CONSTRUCTION SURVEYS & AS-	1	LS	\$ 5,331.00	\$ 5,331.00	\$ 13,450.00	252.30%	\$ 13,450.00	\$ 13,450.00	100.00%	252.30%
4	DEMOLITION - CONCRETE	50	LF	\$ 25.00	\$ 1,250.00	\$ 45.00	180.00%	\$ 45.00	\$ 2,250.00	100.00%	180.00%
5	DEMOLITION - FOOT BRIDGE	1	LS	\$ 4,558.00	\$ 4,558.00	\$ 4,850.00	106.41%	\$ 4,850.00	\$ 4,850.00	100.00%	106.41%
6	DEMOLITION - OBSERVATION	1	LS	\$ 11,641.00	\$ 11,641.00	\$ 12,850.00	110.39%	\$ 12,850.00	\$ 12,850.00	100.00%	110.39%
7	DEMOLITION - FISHING PIER	148	LF	\$ 228.00	\$ 33,744.00	\$ 236.50	103.73%	\$ 236.50	\$ 35,002.00	100.00%	103.73%
8	CONCRETE PATHWAY	40	LF	\$ 89.00	\$ 3,560.00	\$ 250.00	280.90%	\$ 250.00	\$ 10,000.00	100.00%	280.90%
9	FOOT BRIDGE	1	LS	\$ 36,720.00	\$ 36,720.00	\$ 47,236.00	128.64%	\$ 47,236.00	\$ 47,236.00	100.00%	128.64%
10	OBSERVATION PLATFORM	1	LS	\$ 96,535.00	\$ 96,535.00	\$ 118,225.00	122.47%	\$ 118,225.00	\$ 118,225.00	100.00%	122.47%
11	FISHING PIER	148	LF	\$ 1,410.00	\$ 208,680.00	\$ 2,225.90	157.87%	\$ 2,225.90	\$ 329,433.20	100.00%	157.87%
12	SOD	30	SY	\$ 17.00	\$ 510.00	\$ 20.00	117.65%	\$ 20.00	\$ 600.00	100.00%	117.65%
13	RIP RAP	210	TN	\$ 144.00	\$ 30,240.00	\$ 185.00	128.47%	\$ 185.00	\$ 38,850.00	100.00%	128.47%
14	BEDDING STONE	150	TN	\$ 160.00	\$ 24,000.00	\$ 170.00	106.25%	\$ 170.00	\$ 25,500.00	100.00%	106.25%
15	GEOTEXTILE FABRIC	3,600	SF	\$ 0.45	\$ 1,620.00	\$ 0.85	188.89%	\$ 0.85	\$ 3,060.00	100.00%	188.89%
16	VIBRATION MONITORING	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	111.11%	\$ 20,000.00	\$ 20,000.00	100.00%	111.11%
			TOTAL		\$ 600,189.00	\$ 849,994.28	141.62%		\$ 849,994.28	100.00%	141.62%

This tabulation is not a recommendation for award. All bids are subject to compliance review and approval.
Numbers in **bold italic** indicate a calculation correction.