CONTRACT EXHIBIT B SPECIAL CONDITIONS

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SC 1 SPECIAL CONDITIONS

The following supplements, modifies, changes, deletes from or adds 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 PROJECT TEAM

Key members of the Project Team as referenced in the specifications are defined as follows:

- 1. Owner: Palm Beach County Board of County Commissioners.
- 2. Construction Manager: All-Site Construction Inc.
- 3. Architect:
- 4. User:
- 5. Owner's Project Representative:
- 6. CM's Representative:
- 7. Architect's Representative:
- 8. Governmental and Regulatory agencies having jurisdiction over this project include: City of Delray Beach
- 9. Utility companies providing service to the project include Florida Power & Light (Electrical), AT&T (Telephone).

SC 3 LOCATION OF WORK

SC 4 WORK CONSTRAINTS

Normal allowable Project Work Hours are from 7:00am to 5:00pm Monday thru Friday. Requests by the Construction Manager to work outside this time frame including weekend and Holiday work shall be made to County at least 3 work days prior to the requested work time change.

SC 5 FIELD OFFICE

TBD

SC 6 CONCURRENT WORK

The following work, under separate contract to the Owner, is anticipated to occur during the contractual time frames of the Project: TBD

The foregoing in no way limits the Owner's rights to execute additional work on the site under separate contract.

SC 7 PESTICIDES AND HERBICIDES APPLICATION

Construction Manager shall provide evidence to County of proper certification of applicators of pesticides or herbicides prior to the application of those products on County property.

SC 8 NPDES PERMIT FOR STORM WATER DISCHARGE

On projects where construction activities disturb one acre of land or more, the Construction Manager will be required to comply with the County's NPDES General Permit which includes implementation of a storm water pollution prevention plan (SWPPP) during construction.

SC 9 CRIMINAL HISTORY RECORDS CHECK

- 9.1 Pursuant to County Code, Section 2-371 2-377, the Palm Beach County Criminal History Records Check Ordinance, as may be amended or replaced, the County will conduct a finger print based criminal history record check on all employees of contractors, subcontractors, consultants, subconsultants, vendors, repair persons and delivery persons entering a facility determined to be either a Critical Facility ("Critical Facilities") or criminal justice information facility (CJI Facility). Critical Facilities and CJI Facilities and the corresponding list of disqualifying offenses are identified in Resolution R2013-1421, as may be amended or replaced, and is available upon request. In October, 2013, compliance with the requirements of the U.S. Federal Bureau of Investigations Criminal Justice Information (CJI) Security Policy was added to the Ordinance and has a broad list of disqualifying offenses.
- 9.2 The Construction Manager understands that it is solely responsible for the financial, schedule and/or staffing implications of compliance with the Code, and represents and warrants that its fee includes any direct or indirect costs (not including the FDLE/FBI fees which will be paid directly by the County) of compliance with this County Code.
- 9.3 Prior to commencement of work within a Critical Facility or CJI Facility, the Construction Manager shall make arrangements through the County's Electronic Services and Security Division/Access Section for its employees and those of its subcontractors to have finger print based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted an ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Construction Manager will be charged a nominal fee for lost cards.
- 9.4 Each individual undergoing a criminal justice background check is required to have his/her own unique email address in order to comply with security awareness training. If an employee of

Construction Manager does not have his/her own unique email address, Construction Manager agrees to provide one to that employee.

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

9.6 Prior to working within any detention facility, the Construction Manager and its employees must complete a three-hour Sherriff's Office training class.

SC 10 TAXES

Construction Manager 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. Construction Manager herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

10.1 County Furnished Materials

10.1.1 The Construction Manager shall include Florida State Sales Tax (Sales Tax) and other applicable taxes in its bid for material, supplies, and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction materials included in the Construction Managers bid and/or contract.

County reserves the right to require Construction Manager to assign some or all of its subcontracts or other agreements with material suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement of a material supply subcontract or agreement shall be referred to as "County-Furnished Materials" and the responsibilities of both County and Construction Manager relating to such County Furnished Materials shall be governed by the terms and conditions of these Special Conditions, which shall take precedence over other conditions and terms of the Contract where inconsistencies or conflicts exist. In addition, the County's standard terms and conditions associated with purchase ordered materials will be applicable to all County Furnished Materials.

10.1.2 Material suppliers shall be selected by the Construction Manager awarded the contract by the competitive bid process. Supply contracts shall be awarded by the Construction Manager to the supplier whose bid/proposal is most advantageous to the County, price and other factors

considered.

The Construction Manager shall include the price for all construction materials in its bid. County-purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

10.1.3 To enable the County to realize savings of Sales Tax on selected tangible personal property needed for this Project, the Construction Manager will provide to the County a list of all intended suppliers, vendors, and materialmen for consideration as County-Purchased Materials. The Construction Manager shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices. The Construction Manager will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the County. The County will either accept or reject the Construction Manager's recommendations and purchases will be made according to County procedures.

10.1.4 Construction Manager shall identify materials which the County will furnish through this County Furnished Materials clause which will achieve a minimum agreed upon goal of tax savings. County may agree to furnish materials worth more than the minimum agreed goal. The Construction Manager will provide the necessary clerical and administrative services support required to implement this Special Condition.

In a timely manner, Construction Manager shall prepare "Purchasing Requisition Request Forms" which shall, in form and detail be acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier
- b. manufacturer or brand, model of specification number of the item
- c. quantity needed as estimated by Construction Manager
- d. the price quoted by the supplier for the materials identified therein
- e. any sales tax associated with such quote
- f. shipping and handling insurance cost
- g. 100% Performance Bond cost
- h. delivery dates as established by Construction Manager
- i. any reduction in Construction Manager's cost for both the Payment Bond and the Performance Bond
- j. detail concerning bonds or letters of credit provided by the supplier if included in its proposal

Construction Manager shall include copies of vendors' quotations, and specifically reference any terms and conditions which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

10.1.5 The following procedure, which is a waiver of the Palm Beach County Procurement Code, will be approved by the Palm Beach County Board of Commissioners before implementation of

this program.

After receipt of the Purchasing Requisition Request Form, County shall prepare County Purchase Orders (hereinafter Purchase Orders) for items of material which the County chooses to purchase directly. Alternately, the Construction Manager may prepare the Purchase Orders for the County's signature in lieu of the Purchasing Requisition Request Form. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the County. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager, less any sales tax associated with such price. Promptly upon issuance of each Purchase Order by the County, Construction Manager shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Palm Beach County's Director of Purchasing or his designated representative shall be the approving authority for the County on Purchase Orders in conjunction with County-Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the County Furnished Materials on the delivery dates provided by the Construction Manager in the Purchasing Requisition Request Form. The Vendor shall issue its invoice, for all materials supplied pursuant to a County Purchase Order, directly to Palm Beach County.

10.1.6 In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Construction Manager shall execute and deliver to the County one or more deductive Change Orders, in accordance with General Conditions (GC 65 Changes) referencing the full value of all County-Furnished Materials to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Construction Manager's bid to County, plus savings to Construction Manager in the cost of Payment and Performance Bonds associated with such County-Furnished Materials. The Director of Facilities Development & Operations or his/her authorized representative shall be the approving authority for the County on deductive Change Orders in conjunction with County-Furnished Materials.

10.1.7 All shop drawings and submittals shall be made in accordance with GC 46, Drawings, Data & Samples, of the General Conditions.

10.1.8 Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by County in accordance with these Special Conditions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases providing and obtaining all warranties and guarantees required by the Contract, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Construction Manager. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Construction Manager for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the County from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Construction Manager.

- 10.1.9 As County-Furnished Materials are delivered to the jobsite, the Construction Manager shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of County-Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County or Project Manager may require. The Construction Manager will then forward the invoice to the County through the Project Manager for payment.
- 10.1.10 The Construction Manager shall insure that County-Furnished Materials conform to the specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformities in County-Furnished Materials upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Construction Manager fails to perform such inspection and otherwise incorporates into the Work such defective or nonconforming County-Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, Construction Manager shall be responsible for all damages to County resulting from Construction Manager's incorporation of such materials into the Project, including liquidated or delay damages.
- 10.1.11 The Construction Manager shall maintain records of all County-Furnished Materials incorporated into the Work from the stock of County-Furnished Materials in its possession. The Construction Manager shall account monthly to the County through the Project Manager for any County-Furnished Materials delivered into the Construction Manager's possession, indicating portions of all such materials which have been incorporated into the Work.
- 10.1.12 The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract. All repair, maintenance or damage-repair calls shall be forwarded to the Construction Manager for resolution with the appropriate supplier, vendor, or subcontractor.
- 10.1.13 Notwithstanding the transfer of County-Furnished Materials by the County to the Construction Manager' possession, the County shall retain legal and equitable title to any and all County-Furnished Materials.
- 10.1.14 The transfer of possession of County-Furnished Materials from the County to the Construction Manager shall constitute a bailment for the mutual benefit of the County and the Construction Manager. The County shall be considered the bailor and the Construction Manager the bailee of the County-Furnished Materials. County-Furnished Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.

- 10.1.15 The County shall purchase and maintain Builders Risk insurance sufficient to protect against any loss of or damage to County-Furnished Materials. Such insurance shall cover the full value of any County-Furnished Materials not yet incorporated into the Project during the period between the time the County first takes title to any such County-Furnished Materials and the time when the last of such County-Furnished Materials is incorporated into the Project or consumed in the process of completing the Project.
- 10.1.16 The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from any delay in the delivery of, or defects in, County-Furnished Materials.
- 10.1.17 On a monthly basis, Construction Manager shall be required to review invoices submitted by all suppliers of County-Furnished Materials delivered to the project sites during that month and either concur or object to the County's issuance of payment to the suppliers, based upon Construction Manager's records of materials delivered to the site and any defects in such materials.
- 10.1.18 In order to arrange for the prompt payment to the suppliers, the Construction Manager shall provide to the County a list indicating the acceptance of the goods or materials within 15 days of receipt of said goods or materials. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonable required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.
- 10.1.19 At the end of the project, Construction Manager will be provided with a deductive Change Order for the costs incurred by County to provide all County-Furnished Materials overruns and will be credited with an additive Change Order representing the value, less applicable sales taxes, of all County-Furnished Material underruns which were not ordered and paid for by the County. Salvage materials shall be stored or removed from the site by the Construction Manager at the County's direction, or may be turned over to the Construction Manager for salvage or disposal at the Construction Manager's option.
- 10.1.20 The County shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by the County pursuant to these specifications.
- 10.1.21 The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Project Manager. If the supply bond is required, the cost of the bond will be added to the amount of the purchase order.

The premium cost for the surety bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond will be the responsibility of the Construction Manager.

CONTRACT EXHIBIT C INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/26/2018

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(les) 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

PRODUCE		561-582-4101	CONTACT KENN NORBERG					
ARDEN INSURANCE ASSOCIATES 525 W. LANTANA RD. LANTANA, FL 33462-1625 KENN NORBERG		PHONE (A/C, No, Ext): 561-582-4101	FAX (A/C, No):56	561-586-8061				
		ADORESS: knorberg@ardeninsurance.com						
		INSURER(S) AFFORDING (NAIC #					
			INSURER A : NATIONAL BUILDERS	16632				
INSURED	ALL-SITE CONSTRUCTION INC SAFFOLD PAVING INC		INSURER B : AMERICAN BUILDERS	INS. CO.	11240			
	2915 E. TAMARIND AVE		INSURER C:					
	WEST PALM BEACH, FL 33407		INSURER D:					
			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 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.

	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	9	
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ATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS LISTED AS ADDITIONAL INSURED IN REFERENCE TO GENERAL LIABILITY. PROJECT NUMBER:18210 - PBC CM AT RISK SERVICES FOR VARIOUS CAPITAL PROJECTS.

CERTIFICATE HOLDER		CANCELLATION
PALM BEACH COUNTY c/o INSURANCE TRACKING SERVICES INC (ITS)	PALM100	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
P.O. BOX 20270 LONG BEACH, CA 90801		Lauthorized Representative Sonn Marberg

ACORD 25 (2016/03)

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PALM BEACH COUNTY c/o INSURANCE TRACKING SERVICES, INC (ITS) P.O. BOX 20270 LONG BEACH, CA 90801

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Location(s) Of Covered Operations			
ALL LOCATIONS			
# C			

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/26/2018

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 provisi-

PRODUCER 954-340-9551 NNOVATIVE INSURANCE CONSULTANTS, INC. 5461 UNIVERSITY DRIVE, #103 CORAL SPRINGS, FL 33067			CONTACT BARRY S. GOLDSTEIN NAME: PHONE (A/C, No, Ext): 954-340-9456 EMAIL ADDRESS: BARRY@INNOVATIVE-INSURANCE-COM						
BARRY S. GOLDSTEIN				INSURER(S) AFFORDING COVERAGE					NAIC #
ISUBED ALL SITE CONSTRUCTION INC				INSURER A : OHIO SECURITY INS CO					24082
SAFFOLD PAVING, INC. SAFFOLD PAVING, INC.				INSURER B:					
2915 E. TAMARIND AVENUE WEST PALM BEACH, FL 33407 COVERAGES CERTIFICATE NUMBER:					INSURER C:				
					INSURER D:				
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				AUTHORIZED REPRESENTATIVE					

ACORD 25 (2016/03)

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