

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

Meeting Date: September 15, 2009 (X) Consent () Regular
() Workshop () Public Hearing

Department
Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

(A) approve Amendment No. 1 to the Primary Contract for the Palm Beach County Annual Artificial Reef & Breakwater Project No. 2008ERM04 (R2008-1667) with M&J Construction Company of Pinellas County, Inc. (M&J) to increase the Contract by \$478,525.40 to a not-to-exceed amount of \$4,470,960.86, extend the Contract for one (1) year and add revised bid schedule;

(B) approve Amendment No. 1 to the Secondary Contract for the Palm Beach County Annual Artificial Reef & Breakwater Project No. 2008ERM04 (R2008-1667.1) with The Murphy Construction Co. (Murphy) to extend the Contract for one (1) year;

(C) authorize M&J to complete additional construction of the Riviera Beach Mitigation Reef in the amount of \$436,517.40, including a time extension of 60 days after the Notice to Proceed for the additional work under Work Supplement No. 1667-01A, in accordance with M&J's annual Contract, as amended; and

(D) authorize the County Administrator, or his designee, to sign Work Supplement No. 1667-01A for Riviera Beach Mitigation Reef Project.

Summary: The BCC approved two (2) annual construction Contracts for the Palm Beach County Annual Artificial Reef & Breakwater Project No. 2008ERM04 (R2008-1667, -1667.1) on September 23, 2008. M&J was issued six (6) work orders totaling \$3,634,913.77; Murphy has not been issued any work orders to-date. Staff requests BCC approval of Amendment No. 1 to extend the M&J and Murphy Contracts, to increase the amount of work for the M&J Contract (R2008-1667) by \$478,525.40, and add a Revised Bid Schedule to M&J's Contract. The increased Contract amount is based on estimated expenses for permit required projects funded by grants, including Work Supplement No. 1667-01A. Small Business Enterprise (SBE) goals of 21.04% as set forth in the M&J Contract and 14.99% as set forth in the Murphy Contract will remain in effect. M&J's SBE participation to-date is 21.03%. In addition, staff seeks BCC authorization to execute Work Supplement No. 1667-01A for the construction of the Riviera Beach Mitigation Reef Project. This project was obligated as a permitting requirement for mitigation for work previously performed in the areas of Juno Beach and Jupiter Inlet District Projects. The Riviera Beach Mitigation Reef is funded from a combination of Jupiter Inlet District Revenues, Tourist Development Taxes, ad valorem and interest earnings in the Beach Improvement Fund. Countywide (JM)

(Background and Justification continued on Page 3)

Attachments:

1. Amendments with Contract History
2. Contracts and Bid Schedules (Contract-1, 2; Revised Bid Form)

Recommended by: Richard Ewald 8/27/09
Department Director Date

Approved by: [Signature] 9/8/09
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>478,526</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>478,526</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
Budget Account No.: Fund 3652 Department 381 Unit M045&M015 Object 4630

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Beach Improvement Fund – Tourist Development Tax, Ad Valorem, Interest, and Jupiter Inlet District

C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

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

9/21/09
 OFMB *SW CN 9/1/09* *Dr. J. Jacobson 9/3/09*
 Contract Development and Control

B. Legal Sufficiency:

9/4/09
 Assistant County Attorney *the Amendments comply with our review requirements.*

C. Other Department Review:

 Department Director

Background and Justification: On September 23, 2008, the BCC approved annual contracts with M&J (Primary) (\$2,660,433.76; R2008-1667) and Murphy (Secondary) (\$3,272,980; R2008-1667.1) for artificial reef and breakwater projects. M&J's Contract Price was increased under Change Order No. 1 (R2009-0931) by \$1,332,001.70 and bid items added. The Contract period may be extended for a defined period of time, not to exceed 36 months total Contract Time, upon approval by the Contractor and the BCC. Work Supplement No. 1667-01A includes additional work needed to complete mitigation reefs for Juno Beach and Jupiter Inlet District Projects.

Attachment 1

**AMENDMENT NO. 1 TO THE ANNUAL ARTIFICIAL REEF & BREAKWATER
CONTRACT, PROJECT NO. 2008ERM04
DATED SEPTEMBER 23, 2008 BY AND BETWEEN
M&J CONSTRUCTION COMPANY OF PINELLAS COUNTY, INC. AND PALM
BEACH COUNTY
District #: Countywide**

THIS AMENDMENT to the Annual Artificial Reef & Breakwater Contract dated September 23, 2008 (R2008-1667) (hereinafter "CONTRACT") by and between M&J Construction Company of Pinellas County, Inc., a Florida corporation (hereinafter "CONTRACTOR") and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida (hereinafter "COUNTY").

W I T N E S S E T H

WHEREAS, on September 23, 2008, the CONTRACTOR and COUNTY entered into an Annual Contract for Work to be authorized by Work Order on an as-needed basis, up to a maximum amount for all Work Orders not to exceed the amount of \$2,660,433.76, which was increased under Change Order No. 1 (R2009-0931) to \$3,992,435.46 (hereinafter "CONTRACT PRICE"), for the construction of reefs and breakwater projects throughout Palm Beach County; and

WHEREAS, Instruction to Bidders Section 15.7 of the CONTRACT provides that the CONTRACT may be extended, at the COUNTY'S option for a defined period of time, not to exceed a total of thirty-six months, if the CONTRACTOR and the COUNTY agree; and

WHEREAS, Articles 42 and 43 of the General Conditions in the CONTRACT provide that Work may be added or revised, unit quantities may be increased or decreased, and the CONTRACT PRICE may be increased; and

AMENDMENT NO. 1 TO ANNUAL ARTIFICIAL REEF & BREAKWATER CONTRACT
PALM BEACH COUNTY PROJECT NO. 2008ERM04
Page 2

WHEREAS, by this AMENDMENT, the CONTRACTOR and the COUNTY mutually agree to (a) extend the CONTRACT one (1) year, (b) increase the CONTRACT PRICE, and (c) add Revised Bid Schedule 2 to the CONTRACT, with all original terms, conditions and unit prices adhered to, except as modified herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT, dated September 23, 2008 between the CONTRACTOR and the COUNTY is hereby amended to extend the expiration date of the CONTRACT to September 22, 2010.
3. The CONTRACT is hereby amended to increase the CONTRACT PRICE from \$3,992,435.46 to \$4,470,960.86.
4. The CONTRACT is hereby amended by adding the attached Revised Bid Schedule 2, Page BID FORM-6C, which is incorporated herein, replaces the CONTRACT Revised Bid Schedule.
5. It is the intent of the parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
6. All other provisions of the CONTRACT shall remain in full force and effect.

(Remainder of page intentionally left blank)

AMENDMENT NO. 1 TO ANNUAL ARTIFICIAL REEF & BREAKWATER CONTRACT
PALM BEACH COUNTY PROJECT NO. 2008ERM04
Page 3

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

Chief Asst. County Attorney

Richard E. Walesky

for Richard E. Walesky, Director
Dept. of Environmental Res. Mgmt.

M&J Construction Company of Pinellas
County, Inc.

Contractor

John B. Verlese

(witness signature)

By: *Nick Kokkinos*

(signatory)

John B. Verlese

(witness name printed)

Nick Kokkinos

(print signatory's name)

Its: *President*

(print title)

(Corporate Seal)

59-2361020
Federal Tax No.

REVISED BID SCHEDULE 2

Project Number: 2008ERM04
Project Name: Palm Beach County Annual Artificial Reef & Breakwater Project
Contractor Name: M&J Construction of Pinellas County, Inc.
Date: 9-15-2009

Bid Item	Description	Units	Unit Price	Quantity	TOTAL
General					
1	Turbidity Monitoring/Reporting	Day	\$ 152.22	76	\$ 11,568.72
2	Mobilization & Demobilization ¹	Work Order	\$ 104,812.52	2	\$ 209,625.04
Stone Supply					
3	Supply Limestone Boulders (3' to 4' diameter)	Ton	\$ 54.28	28,400	\$ 1,541,552.00
4	Supply Limestone Rock (1' to 1.5' diameter)	Ton	\$ 54.28	5,000	\$ 271,400.00
5	Supply Limestone Rock (2' to 3' diameter)	Ton	\$ 54.28	3,300	\$ 179,124.00
6	Supply Bedding Stone	Ton	\$ 54.28	575	\$ 31,211.00
7	Supply Chinking Stone	Ton	\$ 51.92	100	\$ 5,192.00
8	Supply Filter Fabric	SY	\$ 14.16	6,600	\$ 93,456.00
Nearshore Limestone Reef Construction					
9	Limestone Reefs Transport/Install (includes first ton-mile)	Ton	\$ 16.52	26,400	\$ 436,128.00
10	Limestone Reefs Transport/Install (additional ton-mile) ² (Within 9 miles)	Ton-Mile	\$ 7.08	32,960	\$ 233,356.80
10a	Limestone Reefs Transport/Install (additional ton-mile) ² (9 miles or greater)	Ton-Mile	\$ 3.54	158,720	\$ 561,868.80
Nearshore Pre-fabricated Reef Modules					
11	Pre-fabricated Modules Transport/Install (includes first ton-mile)	Ton	\$ 56.64	600	\$ 33,984.00
12	Pre-fabricated Modules Transport/Install (additional ton-mile) ² (Within 9 miles)	Ton-Mile	\$ 20.06	800	\$ 16,048.00
12a	Pre-fabricated Modules Transport/Install (additional ton-mile) ² (9 miles or greater)	Ton-Mile	\$ 3.54	3,200	\$ 11,328.00
Offshore Limestone Reef Construction					
13	Offshore Reefs Transport/Install (includes first ton-mile)	Ton	\$ 37.76	2,000	\$ 75,520.00
14	Offshore Reefs Transport/Install (additional ton-mile) ² (Within 9 miles)	Ton-Mile	\$ 5.90	0	\$ -
14a	Offshore Reefs Transport/Install (additional ton-mile) ² (9 miles or greater)	Ton-Mile	\$ 3.54	32,000	\$ 113,280.00
Concrete Reef Construction					
15	Reef Placements Transport/Install (includes first ton-mile)	Ton	\$ 206.50	100	\$ 20,650.00
16	Reef Placements Transport/Install (additional ton-mile) ² (Within 9 miles)	Ton-Mile	\$ 31.72	400	\$ 12,688.00
16a	Reef Placements Transport/Install (additional ton-mile) ² (9 miles or greater)	Ton-Mile	\$ 3.54	0	\$ -
Oyster Reef Construction					
17	Oyster Reefs Transport/Install (includes first ton-mile)	Ton	\$ 29.50	5,000	\$ 147,500.00
18	Oyster Reefs Transport/Install (additional ton-mile) ²	Ton-Mile	\$ 0.59	35,000	\$ 20,650.00
Pile Reef Construction					
19	Pile Reefs Transport/Install (includes first ton-mile)	Ton	\$ 1,221.30	100	\$ 122,130.00
20	Pile Reefs Transport/Install (additional ton-mile) ²	Ton-Mile	\$ 73.16	800	\$ 58,528.00
Breakwater Construction					
21	Transport/Install Filter Fabric	SY	\$ 4.72	6,600	\$ 31,152.00
22	Transport/Install Bedding Stone (includes first ton-mile)	Ton	\$ 34.22	575	\$ 19,676.50
23	Transport/Install Chinking Stone (includes first ton-mile)	Ton	\$ 53.10	100	\$ 5,310.00
24	Transport/Install Armor Stone (includes first ton-mile)	Ton	\$ 41.30	3,300	\$ 136,290.00
25	Transport/Install All Stone (additional ton-mile) ²	Ton-Mile	\$ 1.18	60,800	\$ 71,744.00
REVISED TOTAL BASE BID:					\$ 4,470,960.86
Bid Item	Additional Costs	Units	Percentage	Quantity	
26	Premium for Davis-Bacon Act (Wage Rate) Compliance	Work Order	\$ 0%	1	

¹ Mobilization/demobilization costs shall only be allowed once for work orders with overlapping construction schedules.

² Additional ton-miles are calculated starting 1 mile from the FPL staging site and continuing to the project location. Does not include return to staging site. If the distance to a project is 9 or more additional miles or 10 or more miles from the FPL staging site, then the entire distance for additional ton-miles will be reduced to \$3.54 per ton-mile for items 10a, 12a, 14a and 16a.

CONTRACT HISTORY
M & J Construction Company of Pinellas County, Inc.
Annual Artificial Reef & Breakwater Project
Project Number 2008ERM04

Contract R2008-1667 dated September 23, 2008 for period of one year expires on September 22, 2009.

Change Order No. 1 (R2009-0931) increases contract by \$1,332,001.70 to \$3,992,435.46.

SBE-MBE Goal 21.04% (21.04% SBE/H)

Work Order summary:

WORK ORDER NUMBER	TOTAL/ SBE AMOUNT	ACTUAL TOTAL/SBE AMOUNT	WORK ORDER DESCRIPTION	WORK ORDER DATE	COMMENCEMENT DATE
1667-01	931,664.48 196,064.55		Nearshore Limestone Construction (Riviera Beach)	ERM 12/1/2008	ERM 1/5/2009
1667-02	548,222.10 115,373.34	579,771.84 122,012.98	Boynton/Ocean Ridge Breakwater Construction	ERM 12/1/2008	ERM 1/5/2009
1667-03	51,029.10 10,739.00	59,356.55 12,491.59	Lake Ida Wetland Restoration Breakwater Construction	ERM 5/13/2009	ERM 5/18/2009
1667-03A	0.00 0.00	0.00 0.00	Lake Ida Wetland Restoration Breakwater Construction	ERM 6/17/2009	ERM 5/18/2009
1667-04	664,277.46 139,797.00		John's Island Oyster Reef	ERM 6/29/2009	ERM 7/6/2009
1667-05	1,266,031.44 266,036.00		Nearshore Limestone Construction (Ocean Ridge)	ERM 7/23/2009	ERM 7/30/2009
1667-06	133,812.00 28,160.00		Offshore Limestone Reef Construction (Boynton Location)	CRC 8/12/2009	ERM 8/14/2009

Total: \$3,634,913.77

SBE: \$764,562.12

SBE Participation: 21.034%

Report Date & Filename: T:\eervengser\Consultants\M & J Construction\[history_1667.xls]Sheet1

8/24/2009

SCHEDULE 1
FOR CHANGE ORDER NO. Amendment No 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTORS

PROJECT NAME: Palm Beach County Annual Artificial Reef & Breakwater Project
 NAME OF PRIME BIDDER: MCS Construction Company of Pinellas County, Inc
 CONTACT PERSON: James Boutsoukas
 BID OPENING DATE: 8-5-08

PROJECT NO.: 2008ERM04
 ADDRESS: 809 South Sefford Avenue Tarpon Springs, FL 34689
 PHONE NO: 727 938-6478 FAX NO: 727 934-4665
 DEPARTMENT: Dept of Env Resource Mgmt

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF PRIME AND/OR SUBCONTRACTORS

Name, Address and Phone Number	(Check One or Both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. <u>Cavache Industries, Inc</u> <u>1,100 Coral Ct</u> <u>Boynton Beach, FL 33426</u> <u>361-740-1554</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____	\$ _____	\$ <u>100,682</u>	\$ _____	\$ _____
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)		Total	\$ _____	\$ _____	\$ <u>100,682</u>	\$ _____	\$ _____

Total Bid Price \$ 478,525.40

Total Value of SBE Participation \$100,682.00 (21.04%)

- NOTE: 1. The amounts listed on this form must be supported by the Subcontractors (and, if applicable, Prime) prices included on Schedule 2 in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

SCHEDULE 2
 FOR CHANGE ORDER NO. Amendment No 1
LETTER OF INTENT TO PERFORM AS AN SBE OR MWBE PRIME OR SUBCONTRACTOR
(MUST BE COMPLETED IN ITS ENTIRETY BY SBE)

PROJECT NO. 2008ERM04
 PROJECT NAME: Palm Beach County Annual Artificial Reef & Breakwater Project

TO: M&J Construction Company of Pinellas County, Inc
 (Name of Prime Bidder)

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

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

Date of Palm Beach County Certification: 12-11-07

The undersigned is prepared to perform the following described work in connection with the above project.
 (Specify in detail, particular work items or parts thereof to be performed):

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
	<u>Transport and Haul</u>	<u>1</u>	<u>100,682</u>	<u>100,682.00</u>

at the following price \$ 100,682.00
 (Subcontractor's Quote)

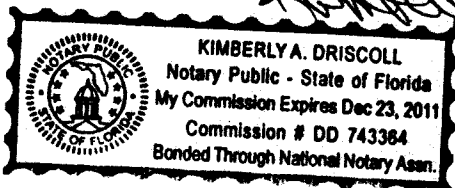
and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ N/A

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

State of Florida
 County of Palm Beach

Kimberly Driscoll



Cayache Industries, Inc
 (Name of SBE-MWBE Subcontractor)

By: [Signature]
 (Signature)

Anthony Caro Vice President
 (Name / Title of person executing on behalf of SBE-MWBE)

Date: 8-28-09

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2009

PRODUCER (330)533-1195 FAX (330)533-7583
L. Calvin Jones & Co.
3744 Starr Centre Drive
P.O. Box 159
Canfield, OH 44406-0159

*copy 10468
R 2008-1667
cc: milien
Cindy
JUAN*

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
M & J Construction Co. of Pinellas County, Inc
P.O. Box 698
Tarpon Springs, FL 34688

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company	25658
INSURER B: Charter Oak Fire Ins Co.	25615
INSURER C: AIG/Ins Co of State of PA	
INSURER D: AIG/National Union Fire, Pitts	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	DTC08366L377IND08 \$5,000 PROPERTY DAMAGE DED. PER OCCURRENCE	12/23/2008	12/23/2009	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	DT8108366L377COF08	12/23/2008	12/23/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000	DTSMCUP8366L377IND08	12/23/2008	12/23/2009	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 532-34-62 INCLUDES USL&H COVERAGE	06/07/2009	06/07/2010	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER Protection & Indemnity includes Jones Act	06996	01/11/2009	01/11/2010	\$ 1,000,000/ \$5,000 BI Ded & \$5,000 PD Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Project: Palm Beach County Annual Artificial Reef & Breakwater Project/ Project # 2008ERM04
The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida), its officers, directors, agents, and employees and Florida Power and Light Company are named as Additional Insureds under the terms of this policy.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Nancy Hritz/NAH

Nancy A. Hritz

**AMENDMENT NO. 1 TO THE ANNUAL ARTIFICIAL REEF & BREAKWATER
CONTRACT, PROJECT NO. 2008ERM04
DATED SEPTEMBER 23, 2008 BY AND BETWEEN
THE MURPHY CONSTRUCTION CO. AND PALM BEACH COUNTY
District #: Countywide**

THIS AMENDMENT to the Annual Artificial Reef & Breakwater Contract dated September 23, 2008 (R2008-1667.1) (hereinafter "CONTRACT") by and between The Murphy Construction Co., a Florida corporation (hereinafter "CONTRACTOR") and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida (hereinafter "COUNTY").

W I T N E S S E T H

WHEREAS, on September 23, 2008, the CONTRACTOR and COUNTY entered into an Annual Contract for Work to be authorized by Work Order on an as-needed basis, up to a maximum amount for all Work Orders not to exceed the amount of \$3,272,980.00, (hereinafter "CONTRACT PRICE"), for the construction of reefs and breakwater projects throughout Palm Beach County; and

WHEREAS, Instruction to Bidders Section 15.7 of the CONTRACT provides that the CONTRACT may be extended, at the COUNTY'S option for a defined period of time, not to exceed a total of thirty-six months, if the CONTRACTOR and the COUNTY agree; and

WHEREAS, by this AMENDMENT, the CONTRACTOR and the COUNTY mutually agree to extend the CONTRACT one (1) year, with all original terms, conditions and unit prices adhered to.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

AMENDMENT NO. 1 TO ANNUAL ARTIFICIAL REEF & BREAKWATER CONTRACT
PALM BEACH COUNTY PROJECT NO. 2008ERM04
Page 2

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT, dated September 23, 2008 between the CONTRACTOR and the COUNTY is hereby amended to extend the expiration date of the CONTRACT to September 22, 2010.
3. It is the intent of the parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
4. All other provisions of the CONTRACT shall remain in full force and effect.

(Remainder of page intentionally left blank)

AMENDMENT NO. 1 TO ANNUAL ARTIFICIAL REEF & BREAKWATER CONTRACT
PALM BEACH COUNTY PROJECT NO. 2008ERM04
Page 3

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

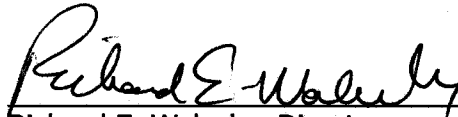
By: _____
Deputy Clerk

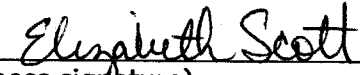
By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

Chief Asst. County Attorney


Richard E. Walesky, Director
Dept. of Environmental Res. Mgmt.


(witness signature)

ELIZABETH SCOTT
(witness name printed)

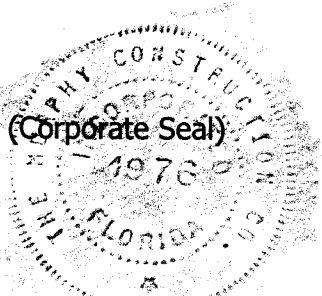
The Murphy Construction Co.
Contractor

By: 
(signatory)

John E. Murphy
(print signatory's name)

Its: President & CEO
(print title)

59-1697495
Federal Tax No.



CONTRACT HISTORY
The Murphy Construction Co.
Annual Artificial Reef & Breakwater Project
Project Number 2008ERM04

Contract R2008-1667.1 dated September 23, 2008 for period of one year expires on September 22, 2009.

SBE-MBE Goal 14.99% (14.99% SBE/B)

Work Order summary:

WORK ORDER NUMBER	TOTAL/ SBE AMOUNT	ACTUAL TOTAL/SBE AMOUNT	WORK ORDER DESCRIPTION	WORK ORDER DATE	COMMENCEMENT DATE

Total: \$0.00
 SBE: \$0.00
 SBE Participation: #DIV/0!

Report Date & Filename: T:\eer\engser\Consultants\Murphy Construction\history_1667.1.xls\Sheet1 8/27/2009

This certificate is executed by Liberty Mutual Insurance Group and respects such insurance as is afforded by those companies.

BM0068

Certificate of Insurance
 This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate is not an insurance policy and does not affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed below. Policy limits are no less than those listed, although policies may include additional sublimits not listed below. Policy limits may be reduced by claims or other payments.

This is to certify that (Name and address of insured)

The Murphy Construction Co.
 PO Box 3768
 West Palm Beach, FL 33402

*COE # 10469
 R 2008-1667.1
 cc: milen
 Cindy
 Swan*



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type	Eff./Exp. Date(s)	Policy Number(s)	Limits of Liability	
			Coverage afforded under WC law of the following states:	Employers Liability
<input type="checkbox"/> Continuous* <input type="checkbox"/> Extended <input checked="" type="checkbox"/> Policy Term	01/01/2009 / 01/01/2010	WA6-65D-052693-489	FL	Bodily Injury By Accident \$500,000 Each Accident Bodily Injury By Disease \$500,000 Policy Limit Bodily Injury By Disease \$500,000 Each Person
Workers Compensation				
General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Retro Date	01/01/2009 / 01/01/2010	TB2-651-052693-029	General Aggregate-Other than Prod/Completed Operations \$2,000,000 Products/Completed Operations Aggregate \$2,000,000 Bodily Injury and Property Damage Liability \$1,000,000 Personal and Advertising Injury \$1,000,000 Other Liability \$300,000 Prem rented to you	Per Occurrence Per Person / Organization Other Liability \$10,000 Medical payments
Automobile Liability <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Non-Owned <input checked="" type="checkbox"/> Hired	01/01/2009 / 01/01/2010	AS1-651-052693-039	Each Accident - Single Limit - B. I. and P. D. Combined \$1,000,000 Each Person Each Accident or Occurrence Each Accident or Occurrence	
Umbrella Excess Liability	01/01/2009 / 01/01/2010	TH2-651-052693-049	General Agg. \$1,000,000 Bodily Inj. & Prop. Dam. \$1,000,000 Products/Completed Ops \$1,000,000	

COMMENTS
 Job Number: Project 2008ERM04 The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida), its officers, directors, agents, and employees are hereby named as additional insured with respect to General Liability coverage (CG2007 07 04).

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the forms 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 endorsements. The following applies only with respect to insurance for motor carriers registered in Florida: As provided for in Fla. Stat. § 320.02(5)(e), the listed insurance policy may not be cancelled on less than 30 days written notice by the insurer to the Department of Hwy Safety & Motor Vehicles, such 30 days notice to commence from date notice is received by the Department.
 Notice of cancellation: (not applicable unless a number of days is entered below). Notice of Cancellation does not apply when policy(ies) are canceled due to non-payment of premium. Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to the below listed Certificate Holder.

Office: Ft. Lauderdale, FL Phone: 800-542-0055

Certificate Holder:
 Dept of Environmental Resource Mgmt
 Board of County Commissioners
 Palm Beach County, Florida
 2300 North Jog Road, 4th Floor
 West Palm Beach, FL 33411-2743

Felice Vinarub
FELICE VINARUB
 Authorized Representative

Date Issued: 12/30/2008 Prepared By: LW

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2008

PRODUCER Wells Fargo Insurance Services Southeast, Inc. 2054 Vista Parkway, Suite 400 West Palm Beach, FL 33411-2718 (561) 655-5500		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Murphy Construction Company & Terminal Construction Equipment Company 1630 Clare Avenue West Palm Beach, FL 33401		INSURERS AFFORDING COVERAGE INSURER A: Fireman's Fund Ins Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial Ocean Marine	OHL97506427	10/12/2008	10/12/2009	Hull \$1,004,010
A	Commercial Ocean Marine	OHL97506427	10/12/2008	10/12/2009	P&I excl Crew & Cargo \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 American Institute Hull Clauses and P&I Form SP-38 (1955)

RE: Palm Beach County Annual Artificial Reef & Breakwater Project. Project No. 2008ERM04. The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida), its officers, directors, agents, and employees are listed as additional insureds.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Environmental Resources Management 2300 North Jog Road, 4th FL West Palm Beach, FL 33411-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Sam L. Edgington</i>
---	---

R 2008. 1667
CONTRACT

THIS CONTRACT, made and entered into this SEP 23 2008 day of _____, 20____, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and M&J Construction Company of Pinellas County, Inc., hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

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

Palm Beach County Annual Artificial Reef & Breakwater Project

Project No.: 2008ERM04

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

- A - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments 1 through 8.
- B - Completed Insurance Forms.
- C - General Conditions, Supplemental General Conditions and Appendices A & B.
- D - Technical Specifications, including Figures, Attachments and Appendices.
- E - Addenda.

The Contractor acknowledges that the Work described by this Agreement shall be authorized by Work Order(s) and no minimum number or dollar value of Work Order(s) is promised under this Contract. The Contractor agrees to perform each Work Order issued by the County hereunder for the fixed prices to be established in each Work Order, based on the unit prices set forth in the Contract Bid Schedule, up to a maximum amount for all Work Orders not to exceed Two million six hundred sixty thousand four hundred thirty-three dollars and seventy six cents (\$2,660,433.76), except as may be increased according to Articles 42 and 43 of the General Conditions. Each Work Order shall establish a fixed price, a time for completion and applicable Liquidated Damages for delay in Substantial and Final Completion.

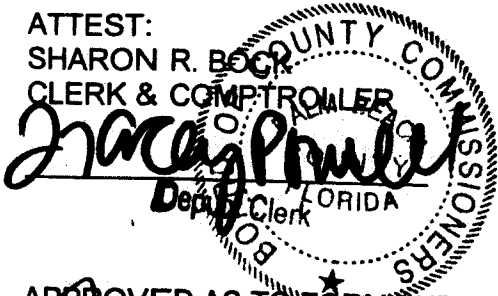
This Contract is for a term not-to-exceed twelve (12) months from the date set forth above.

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

R2008 1667 SEP 23 2008

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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER



Deputy Clerk

By: Addie L. Greene
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

James C. [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

Richard E. Walesky
Richard E. Walesky, Director
Department of Environmental Resources Management

CONTRACTOR:

M&J Construction Company of Pinellas County, Inc.
(Corporate Name)

a Florida corporation
(insert state of corporation)

By: [Signature]
(signatory)

Nick Kokkinos
(print signatory's name)

Its: President
(print title)

August 26, 2008
(date of execution)

(Corporate Seal)



809 South Safford Avenue
(Contractor's Official Address)

Tarpon Springs, FL 34689
(Contractor's City, State, Zip Code)

59-2361020
(Federal Tax No.)

REVISED BID SCHEDULE

Project Number: 2008ERM04
Project Name: Palm Beach County Annual Artificial Reef & Breakwater Project
Contractor Name: M&J Construction of Pinellas County, Inc.
Date: 6-2-2009

Bid Item	Description	Units	Unit Price	Quantity	TOTAL
General					
1	Turbidity Monitoring/Reporting	Day	\$ 152.22	68	\$ 10,046.52
2	Mobilization & Demobilization ¹	Work Order	\$ 104,812.52	2	\$ 209,625.04
Stone Supply					
3	Supply Limestone Boulders (3' to 4' diameter)	Ton	\$ 54.28	23,280	\$ 1,263,638.40
4	Supply Limestone Rock (1' to 1.5' diameter)	Ton	\$ 54.28	5,000	\$ 271,400.00
5	Supply Limestone Rock (2' to 3' diameter)	Ton	\$ 54.28	3,300	\$ 179,124.00
6	Supply Bedding Stone	Ton	\$ 54.28	575	\$ 31,211.00
7	Supply Chinking Stone	Ton	\$ 51.92	100	\$ 5,192.00
8	Supply Filter Fabric	SY	\$ 14.16	6,600	\$ 93,456.00
Nearshore Limestone Reef Construction					
9	Limestone Reefs Transport/Install (includes first ton-mile)	Ton	\$ 16.52	21,280	\$ 351,545.60
10	Limestone Reefs Transport/Install (additional ton-mile) ² (Within 9 miles)	Ton-Mile	\$ 7.98	22,720	\$ 180,857.60
10a	Limestone Reefs Transport/Install (additional ton-mile) ² (9 miles or greater)	Ton-Mile	\$ 3.54	158,720	\$ 561,868.80
Nearshore Pre-fabricated Reef Modules					
11	Pre-fabricated Modules Transport/Install (includes first ton-mile)	Ton	\$ 56.64	200	\$ 11,328.00
12	Pre-fabricated Modules Transport/Install (additional ton-mile) ² (Within 9 miles)	Ton-Mile	\$ 20.06	400	\$ 8,024.00
12a	Pre-fabricated Modules Transport/Install (additional ton-mile) ² (9 miles or greater)	Ton-Mile	\$ 3.54	0	\$ -
Offshore Limestone Reef Construction					
13	Offshore Reefs Transport/Install (includes first ton-mile)	Ton	\$ 37.76	2,000	\$ 75,520.00
14	Offshore Reefs Transport/Install (additional ton-mile) ² (Within 9 miles)	Ton-Mile	\$ 5.90	0	\$ -
14a	Offshore Reefs Transport/Install (additional ton-mile) ² (9 miles or greater)	Ton-Mile	\$ 3.54	32,000	\$ 113,280.00
Concrete Reef Construction					
15	Reef Placements Transport/Install (includes first ton-mile)	Ton	\$ 206.50	100	\$ 20,650.00
16	Reef Placements Transport/Install (additional ton-mile) ² (Within 9 miles)	Ton-Mile	\$ 31.72	400	\$ 12,688.00
16a	Reef Placements Transport/Install (additional ton-mile) ² (9 miles or greater)	Ton-Mile	\$ 3.54	0	\$ -
Oyster Reef Construction					
17	Oyster Reefs Transport/Install (includes first ton-mile)	Ton	\$ 29.50	5,000	\$ 147,500.00
18	Oyster Reefs Transport/Install (additional ton-mile) ²	Ton-Mile	\$ 0.59	35,000	\$ 20,650.00
Pile Reef Construction					
19	Pile Reefs Transport/Install (includes first ton-mile)	Ton	\$ 1,221.30	100	\$ 122,130.00
20	Pile Reefs Transport/Install (additional ton-mile) ²	Ton-Mile	\$ 73.16	800	\$ 58,528.00
Breakwater Construction					
21	Transport/Install Filter Fabric	SY	\$ 4.72	6,600	\$ 31,152.00
22	Transport/Install Bedding Stone (includes first ton-mile)	Ton	\$ 34.22	575	\$ 19,676.50
23	Transport/Install Chinking Stone (includes first ton-mile)	Ton	\$ 53.10	100	\$ 5,310.00
24	Transport/Install Armor Stone (includes first ton-mile)	Ton	\$ 41.30	3,300	\$ 136,290.00
25	Transport/Install All Stone (additional ton-mile) ²	Ton-Mile	\$ 1.18	60,800	\$ 71,744.00
TOTAL BASE BID:					\$ 3,992,435.46
Bid Item	Additional Costs	Units	Percentage	Quantity	
26	Premium for Davis-Bacon Act (Wage Rate) Compliance	Work Order \$	0%	1	

¹ Mobilization/demobilization costs shall only be allowed once for work orders with overlapping construction schedules.

² Additional ton-miles are calculated starting 1 mile from the FPL staging site and continuing to the project location. Does not include return to staging site. If the distance to a project is 9 or more additional miles or 10 or more miles from the FPL staging site, then the entire distance for additional ton-miles will be reduced to \$3.54 per ton-mile for items 10a, 12a, 14a and 16a.

R 2008 1667.1

CONTRACT

THIS CONTRACT, made and entered into this _____ day of SEP 23 2008, 20___, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and The Murphy Construction Co., hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

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

Palm Beach County Annual Artificial Reef & Breakwater Project

Project No.: 2008ERM04

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

- A - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments 1 through 8.
- B - Completed Insurance Forms.
- C - General Conditions, Supplemental General Conditions and Appendices A & B.
- D - Technical Specifications, including Figures, Attachments and Appendices.
- E - Addenda.

The Contractor acknowledges that the Work described by this Agreement shall be authorized by Work Order(s) and no minimum number or dollar value of Work Order(s) is promised under this Contract. The Contractor agrees to perform each Work Order issued by the County hereunder for the fixed prices to be established in each Work Order, based on the unit prices set forth in the Contract Bid Schedule, up to a maximum amount for all Work Orders not to exceed Three million two hundred seventy two thousand nine hundred eighty dollars and no cents (\$3,272,980.00), except as may be increased according to Articles 42 and 43 of the General Conditions. Each Work Order shall establish a fixed price, a time for completion and applicable Liquidated Damages for delay in Substantial and Final Completion.

This Contract is for a term not-to-exceed twelve (12) months from the date set forth above.

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

R2008 1667.1 SEP 23 2008

ATTEST:

SHARON R. BOGGS
CLERK & COMPTROLLER

Sharon R. Boggs
Deputy Clerk & Comptroller
Palm Beach County, Florida

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

By: *Addie L. Greene*
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

James C. Murphy
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

Richard E. Walesky
Richard E. Walesky, Director
Department of Environmental Resources Management

CONTRACTOR:

The Murphy Construction Co.
(Corporate Name)

a Florida corporation
(insert state of corporation)

By: *Martin E. Murphy*
(signatory)

Martin E. Murphy
(print signatory's name)

Its: Vice President
(print title)

September 3, 2008
(date of execution)

1615 Claire Avenue
(Contractor's Official Address)

West Palm Beach, FL 33401
(Contractor's City, State, Zip Code)

59-1697495
(Federal Tax No.)

Elizabeth Scott
(witness signature)

Elizabeth Scott
(witness name printed)



BID SCHEDULE

PROJECT NUMBER: 2008ERM04

PROJECT NAME: Palm Beach County Annual Artificial Reef & Breakwater Project

CONTRACTOR NAME: The Murphy Construction Co.

DATE: 8/5/08

Bid Item	Description	Quantity	Units	Unit Price	TOTAL
General					
1	Turbidity Monitoring/Reporting	51	Day	\$122.00	\$6,222.00
2	Mobilization & Demobilization ¹	2	Work Order	\$24,400.00	\$48,800.00
Stone Supply					
3	Supply Limestone Boulders (3' to 4' diameter)	11,700	Ton	\$63.44	\$742,248.00
4	Supply Limestone Rock (1' to 1.5' diameter)	5,000	Ton	\$63.44	\$317,200.00
5	Supply Limestone Rock (2' to 3' diameter)	3,300	Ton	\$63.44	\$209,352.00
6	Supply Bedding Stone	575	Ton	\$63.44	\$36,478.00
7	Supply Chinking Stone	100	Ton	\$63.44	\$6,344.00
8	Supply Filter Fabric	6,600	SY	\$6.10	\$40,260.00
Nearshore Limestone Reef Construction					
9	Limestone Reefs Transport/Install (includes first ton-mile)	9,700	Ton	\$79.30	\$769,210.00
10	Limestone Reefs Transport/Install (additional ton-mile) ²	19,400	Ton-Mile	\$1.07	\$20,758.00
Nearshore Pre-fabricated Reef Modules					
11	Pre-fabricated Modules Transport/Install (includes first ton-mile)	200	Ton	\$122.00	\$24,400.00
12	Pre-fabricated Modules Transport/Install (additional ton-mile) ²	400	Ton-Mile	\$6.10	\$2,440.00
Offshore Limestone Reef Construction					
13	Offshore Reefs Transport/Install (includes first ton-mile)	2,000	Ton	\$79.30	\$158,600.00
14	Offshore Reefs Transport/Install (additional ton-mile) ²	32,000	Ton-Mile	\$0.76	\$24,320.00
Concrete Reef Construction					
15	Reef Placements Transport/Install (includes first ton-mile) ²	100	Ton	\$488.00	\$48,800.00
16	Reef Placements Transport/Install (additional ton-mile) ²	400	Ton-Mile	\$6.10	\$2,440.00
Oyster Reef Construction					
17	Oyster Reefs Transport/Install (includes first ton-mile)	5,000	Ton	\$73.20	\$366,000.00
18	Oyster Reefs Transport/Install (additional ton-mile) ²	35,000	Ton-Mile	\$0.38	\$13,300.00
Pile Reef Construction					
19	Pile Reefs Transport/Install (includes first ton-mile)	100	Ton	\$976.00	\$97,600.00
20	Pile Reefs Transport/Install (additional ton-mile) ²	800	Ton-Mile	\$6.10	\$4,880.00
Breakwater Construction					
21	Transport/Install Filter Fabric	6,600	SY	\$1.22	\$8,052.00
22	Transport/Install Bedding Stone (includes first ton-mile)	575	Ton	\$73.20	\$42,090.00
23	Transport/Install Chinking Stone (includes first ton-mile)	100	Ton	\$8.24	\$824.00
24	Transport/Install Armor Stone (includes first ton-mile)	3,300	Ton	\$79.30	\$261,690.00
25	Transport/Install All Stone (additional ton-mile) ²	60,800	Ton-Mile	\$0.34	\$20,672.00
TOTAL BASE BID:					\$3,272,980.00
Bid Item	Additional Costs	Quantity	Units	Percentage	
26	Premium for Davis-Bacon Act (Wage Rate) Compliance	1	Work Order \$	2%	

¹Mobilization/demobilization costs shall only be allowed once for work orders with overlapping construction schedules.

²Additional ton-miles are calculated starting 1 mile from the FPL staging site and continuing to the project location. Does not include return to staging site.