



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$765,175	_____	_____	_____	_____
External Revenues	<\$382,587>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 \$382,588	_____	_____	_____	_____
 # ADDITIONAL FTE POSITIONS (Cumulative)	 _____	_____	_____	_____	_____

Is Item Included in Current Budget? (Match) Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1225 & 1226 Department 380 Unit 3047 Object 3401  
 Program \_\_\_\_\_

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

Florida Inland Navigation District Grant --- estimated 50%  
 County Vessel Registration Fees Non-specific  
 Manatee Funds

**C. Department Fiscal Review:** Final funding shares will be determined by the tonnage of material placed. *JP*

**III. REVIEW COMMENTS**

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

*[Signature]* 11/22/13  
 OFMB *OC 11/18/13*  
*[Signature]* 11/30/13  
 Contract Dev. and Control  
 1-30-13 *B. B. B. B.*

**B. Legal Sufficiency:**

*[Signature]* 1/31/13  
 Assistant County Attorney

**C. Other Department Review:**

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

**AMENDMENT NO. 1 TO THE PALM BEACH COUNTY ARTIFICIAL REEF  
AND BREAKWATER CONTRACT, PROJECT NO. 2012ERM01  
DATED MAY 1, 2012 BY AND BETWEEN  
THE VANCE CONSTRUCTION COMPANY AND PALM BEACH COUNTY  
District #: Countywide**

THIS AMENDMENT to the Palm Beach County Annual Artificial Reef and Breakwater Contract dated May 1, 2012 (R2012-0640) (hereinafter "CONTRACT") by and between The Vance Construction Company, a Florida limited liability company (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 E T H**

WHEREAS, on May 1, 2012, 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 \$2,181,634 (hereinafter "CONTRACT PRICE"), for construction of artificial reefs and breakwater projects throughout Palm Beach County; and

WHEREAS, page one (1) 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 (36) months, if the CONTRACTOR and the COUNTY agree; and

WHEREAS, by this AMENDMENT, the CONTRACTOR and the COUNTY mutually agree to (a) extend the CONTRACT one (1) year, (b) revise the CONTRACT General Conditions to include Scrutinized Companies Certification, and (c) revise the CONTRACT General Conditions to include No Third Party Beneficiary language.

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 AND BREAKWATER CONTRACT**  
**PALM BEACH COUNTY PROJECT NO. 2012ERM01**  
**Page 2**

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT, dated May 1, 2012 between the CONTRACTOR and the COUNTY is hereby amended to extend the expiration date of the CONTRACT to April 30, 2014.

3. The CONTRACT is hereby amended by adding Article 77 Scrutinized Companies to the General Conditions as follows:

As provided in F.S. 287.135, by executing this Amendment or performing any Work in furtherance hereof, 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. If the County determines, using credible information available to the public, that a false certification has been submitted by the CONTRACTOR, the 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.

4. The CONTRACT is hereby amended by adding Article 78 No Third Party Beneficiary to the General Conditions as follows:

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, including but not limited to any citizen

**AMENDMENT NO. 1 TO ANNUAL ARTIFICIAL REEF AND BREAKWATER CONTRACT**  
**PALM BEACH COUNTY PROJECT NO. 2012ERM01**  
**Page 3**

or employees of the COUNTY and/or CONTRACTOR.

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 AND BREAKWATER CONTRACT**  
**PALM BEACH COUNTY PROJECT NO. 2012ERM01**

**Page 4**

ATTEST:

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

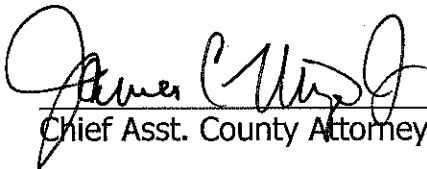
SHARON R. BOCK, Clerk & Comptroller


By: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

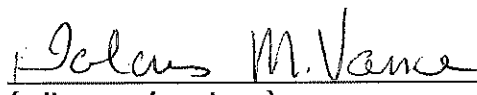
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS  
AND CONDITIONS:

  
\_\_\_\_\_  
Chief Asst. County Attorney

  
\_\_\_\_\_  
Daniel Bates, Deputy Director  
Dept. of Environmental Res. Mgmt.

The Vance Construction Company  
Contractor

  
\_\_\_\_\_  
(witness signature)

By:   
\_\_\_\_\_  
(signatory)

Dolores M. Vance  
\_\_\_\_\_  
(witness name printed)

James E. Vance, Jr  
\_\_\_\_\_  
(print signatory's name)

Its: President  
\_\_\_\_\_  
(print title)

(Corporate Seal)

65-0040853  
Federal Tax No.

**CONTRACT HISTORY**  
**Palm Beach County Annual Artificial Reef & Breakwater Project (Primary Contractor)**  
**Project Number 2012ERM01**  
**The Vance Construction Co.**

Contract R2012-0640 dated May 1, 2012 for period of one year expires on April 30, 2013.

SBE participation goal 15.86%  
 Amendment #1 increase by Contract \$105,876  
 Contract not to exceed \$ 1,143,755.00

**Work Order Summary:**

WORK ORDER NUMBER	TOTAL/ SBE AMOUNT	WORK ORDER DESCRIPTION	DATE / APPROVED BY	COMMENCEMENT DATE
0640-1	\$82,170.50 \$0.00	Phil Foster Park Snorkel Reef	6/28/2012 ERM	7/30/2012
0640-1, Work Supplement 1	\$0.00 \$20,298.60	Work Supplement to Phil Foster Park Snorkel Reef Work Order clarifying SBE participation	8/1/2012 ERM	n/a
0640-2	\$121,550.00 \$17,850.00	Jupiter Inlet Artificial Reef (FWC)	8/1/2012 CRC	8/2/2012
0640-3	\$107,982.00 \$0.00	Peanut Island	8/22/2012 CRC	8/27/2012
Change Order 1	\$0.00 \$0.00	Revise Contract's guarantee and bonding requirements	9/11/2012 BCC	n/a
0640-3, Work Supplement 1	\$66,994.00 \$0.00	Peanut Island	12/5/2012 CRC	12/10/2012
Amendment #1		Increase Contract by \$105,876	2/5/2013	n/a
0640-4	\$765,058.50 \$158,437.50	John's Island Oyster Reef (Phase 2)	2/5/2013 BCC	n/a

Total: \$1,143,755.00  
 SBE: \$196,586.10  
 SBE Participation: 17.19%  
 Contract Balance: \$0.00  
 Report Date: 1/30/2013

R2012.0640  
**CONTRACT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of MAY 01 2012, 20\_\_\_\_, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and The Vance Construction Co., hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

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

**PROJECT NAME:** Palm Beach County Annual Artificial Reef & Breakwater Project  
**PROJECT NO.:** 2012ERM01

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 16
- B - Completed Bonds and Insurance Forms
- C - General Conditions, Supplemental General Conditions and Appendices A, B
- D - Technical Specifications, including Figures, Tables, Attachments, Appendices
- E - Addenda
- F - Permits
- G - Drawings/Plans

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 one million thirty-seven thousand eight hundred seventy-eight dollars and seventy-five cents (\$1,037,878.75), 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, with an optional extension not to exceed thirty-six (36) months total contract time.



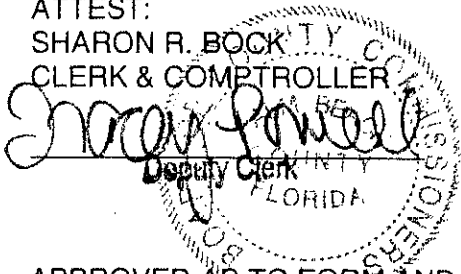
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set its hand and seal the day and year written. The Contractor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

R2012 0640 MAY 01 2012

ATTEST:

SHARON R. BOCKLEY  
CLERK & COMPTROLLER

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



By: Shelley Vana  
Shelley Vana, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

James C. [Signature]  
Assistant County Attorney

[Signature]  
Daniel Bates, Deputy Director  
Department of Environmental Resources Management

CONTRACTOR:

The Vance Construction Co.  
(Corporate Name)

a Florida \_\_\_\_\_ corporation  
(insert state of corporation)

Elizabeth Scott  
(witness signature)

By: [Signature]  
(signatory)

ELIZABETH SCOTT  
(witness name printed)

James E. Vance, Jr.  
(print signatory's name)

Its: President  
(print title)

(Corporate Seal)

March 28<sup>th</sup>, 2012  
(date of execution)

955 25<sup>th</sup> Court  
(Contractor's Official Address)

West Palm Beach, FL 33405  
(Contractor's City, State, Zip Code)

65-0040853  
(Federal Tax No.)

VC0000013087  
Palm Beach County Vendor #

P.O. Box 4592, West Palm Beach, FL 33402  
Payment Remittance Address



**EXECUTED CONTRACT BID SCHEDULE (1ST YEAR)**

PROJECT NUMBER: 2012ERM01  
 PROJECT NAME: Palm Beach County Annual Artificial Reef & Breakwater Project  
 CONTRACTOR NAME: The Vance Construction Company  
 BCC AWARD DATE: 5/1/2012

	BASE BID ITEMS	QTY	UNIT	UNIT COST	TOTAL COST
	<b>General</b>				
1	Turbidity Monitoring/Reporting	24	Day	90.00	2,160.00
2	Mobilization & Demobilization <sup>1</sup>	1	Work Order	24,000.00	24,000.00
	<b>Materials Supply</b>				
3	Supply Limestone Rock (3' to 4' diameter)	850	Ton	65.00	55,250.00
4	Supply Limestone Rock (2' to 3' diameter)	100	Ton	45.00	4,500.00
5	Supply Limestone Rock (.5' to 1.5' diameter)	8,100	Ton	45.00	364,500.00
6	Supply Bedding Stone	225	Ton	45.00	10,125.00
7	Supply Filter Fabric	1,000	SY	4.50	4,500.00
	<b>Oyster Reef Construction</b>				
8	Load/Install Rock	8,100	Ton	32.00	259,200.00
9	Transport Rock <sup>2</sup>	56,700	Ton-Mile	2.00	113,400.00
	<b>Offshore Limestone Reef Construction</b>				
10	Load/Install Rock	850	Ton	60.00	51,000.00
11	Transport Rock <sup>2</sup>	10,200	Ton-Mile	1.50	15,300.00
	<b>Donated Reef Materials</b>				
12	Load/Install Reef Materials	500	Ton	60.00	30,000.00
13	Transport Reef Materials <sup>2</sup>	500	Ton-Mile	1.50	750.00
	<b>Peanut Island Breakwaters</b>				
14	Load/Install Reef Materials	1,500	Ton	58.00	87,000.00
	<b>Inshore Breakwater Construction</b>				
15	Load/Install Filter Fabric	1,000	SY	4.50	4,500.00
16	Load/Install Bedding Stone	225	Ton	35.00	7,875.00
17	Load/Install Rock	100	Ton	35.00	3,500.00
18	Transport All Materials <sup>2</sup>	425	Ton-Mile	0.75	318.75
	<b>BASE BID</b>				<b>\$ 1,037,878.75</b>
	<b>ALTERNATE BID ITEMS</b>				
1	Premium for Davis-Bacon Act (Wage Rate) Compliance <sup>3</sup>	1	Work Order \$	1.00%	

<sup>1</sup> Mobilization/demobilization costs shall be allowed once for Work Orders with overlapping construction schedules.

<sup>2</sup> Transport ton-miles will be calculated by multiplying the load/install tons with the distance from the mouth of the Lake Worth Inlet to the project location. See Article 22 of the Technical Specifications.

<sup>3</sup> Premium applied to Work Order total.

R2012-0641  
**CONTRACT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of MAY 01 2012, 20\_\_\_\_, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Center Marine Contracting, LLC, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

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

**PROJECT NAME:** Palm Beach County Annual Artificial Reef & Breakwater Project  
**PROJECT NO.:** 2012ERM01

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 16
- B - Completed Bonds and Insurance Forms
- C - General Conditions, Supplemental General Conditions and Appendices A, B
- D - Technical Specifications, including Figures, Tables, Attachments, Appendices
- E - Addenda
- F - Permits
- G - Drawings/Plans


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 one million one hundred one thousand three hundred forty-four dollars and twelve cents (\$1,101,344.12), 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, with an optional extension not to exceed thirty-six (36) months total contract time.

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.

ATTEST:

SHARON R. BOCK,  
CLERK & COMPTROLLER

  
Deputy Clerk



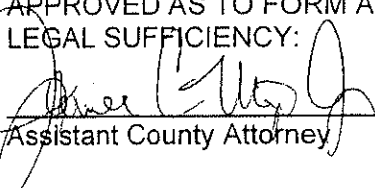
R2012\_0641 MAY 01 2012

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


By:

  
Shelley Vana, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

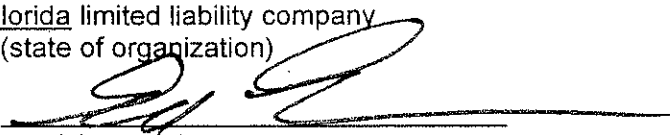
  
Daniel Bates, Deputy Director  
Department of Environmental Resources Management

CONTRACTOR:

Center Marine Contracting, LLC  
(organization name)

a Florida limited liability company  
(state of organization)

By:

  
(signatory)

EDWARD A. EVANS  
(print signatory's name)

Its:

PRESIDENT  
(print title)

March 30, 2012

(date of execution)

120 International Parkway, Suite 262  
(Contractor's Official Address)

Heathrow, FL 32746

(Contractor's City, State, Zip Code)

27-0286737

(Federal Tax No.)

Palm Beach County Vendor #  
120 International Parkway, Suite 262  
Heathrow, FL 32746

Payment Remittance Address

**EXECUTED CONTRACT BID SCHEDULE (1ST YEAR)**

PROJECT NUMBER: 2012ERM01  
 PROJECT NAME: Palm Beach County Annual Artificial Reef & Breakwater Project  
 CONTRACTOR NAME: Center Marine Contracting, LLC  
 BCC AWARD DATE: 5/1/2012

BASE BID ITEMS		QTY	UNIT	UNIT COST	TOTAL COST
<b>General</b>					
1	Turbidity Monitoring/Reporting	24	Day	91.38	2,193.12
2	Mobilization & Demobilization <sup>1</sup>	1	Work Order	79,650.00	79,650.00
<b>Materials Supply</b>					
3	Supply Limestone Rock (3' to 4' diameter)	850	Ton	46.68	39,678.00
4	Supply Limestone Rock (2' to 3' diameter)	100	Ton	34.88	3,488.00
5	Supply Limestone Rock (.5' to 1.5' diameter)	8,100	Ton	37.13	300,753.00
6	Supply Bedding Stone	225	Ton	30.95	6,963.75
7	Supply Filter Fabric	1,000	SY	1.97	1,970.00
<b>Oyster Reef Construction</b>					
8	Load/Install Rock	8,100	Ton	58.53	474,093.00
9	Transport Rock <sup>2</sup>	56,700	Ton-Mile	0.52	29,484.00
<b>Offshore Limestone Reef Construction</b>					
10	Load/Install Rock	850	Ton	98.86	84,031.00
11	Transport Rock <sup>2</sup>	10,200	Ton-Mile	1.69	17,238.00
<b>Donated Reef Materials</b>					
12	Load/Install Reef Materials	500	Ton	17.59	8,795.00
13	Transport Reef Materials <sup>2</sup>	500	Ton-Mile	2.80	1,400.00
<b>Peanut Island Breakwaters</b>					
14	Load/Install Reef Materials	1,500	Ton	21.29	31,935.00
<b>Inshore Breakwater Construction</b>					
15	Load/Install Filter Fabric	1,000	SY	2.04	2,040.00
16	Load/Install Bedding Stone	225	Ton	55.90	12,577.50
17	Load/Install Rock	100	Ton	48.38	4,838.00
18	Transport All Materials <sup>2</sup>	425	Ton-Mile	0.51	216.75
<b>BASE BID</b>					<b>\$ 1,101,344.12</b>
<b>ALTERNATE BID ITEMS</b>		<b>QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	
1	Premium for Davis-Bacon Act (Wage Rate) Compliance <sup>3</sup>	1	Work Order \$	1.00%	

<sup>1</sup> Mobilization/demobilization costs shall be allowed once for Work Orders with overlapping construction schedules.  
<sup>2</sup> Transport ton-miles will be calculated by multiplying the load/install tons with the distance from the mouth of the Lake Worth Inlet to the project location. See Article 22 of the Technical Specifications.  
<sup>3</sup> Premium applied to Work Order total.