





**AMENDMENT NO. 3 TO THE PALM BEACH COUNTY ARTIFICIAL REEF  
AND BREAKWATER ANNUAL CONTRACT, PROJECT NO. 2012ERM01  
DATED MAY 1, 2012 BY AND BETWEEN  
THE VANCE CONSTRUCTION CO. AND PALM BEACH COUNTY  
District #: Countywide**

THIS AMENDMENT to the Palm Beach County Artificial Reef and Breakwater Annual Contract dated May 1, 2012 (R2012-0640), as amended on February 5, 2013 (R2013-0167) and April 15, 2014 (R2014-0532) (hereinafter "CONTRACT") by and between The Vance 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 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 \$1,037,878.75 (hereinafter "CONTRACT PRICE"), for construction of artificial reefs and breakwater projects throughout Palm Beach County; and

WHEREAS, Amendment No. 1 of this CONTRACT was approved on February 5, 2013, in which the CONTRACTOR and the COUNTY mutually agreed to extend the CONTRACT one (1) year, add a not-to-exceed amount of \$1,037,879 for the second year, increase first year CONTRACT PRICE to \$1,143,755, and revise the CONTRACT General Conditions; and

WHEREAS, Amendment No. 2 of this CONTRACT was approved on April 15, 2014, in which the CONTRACTOR and the COUNTY mutually agreed to extend the CONTRACT one (1) year, increase the CONTRACT PRICE by a not-to-exceed amount of \$2,293,826.25 for the third year, revise the CONTRACT General Conditions, and revise the CONTRACT Technical Specifications for additional or revised Work; and

---

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

**Page 2**

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

WHEREAS, by this Amendment, the CONTRACTOR and the COUNTY mutually agree to (a) revise the CONTRACT Technical Specifications for additional or revised Work, (b) increase the CONTRACT PRICE by a not-to-exceed amount of \$588,952.26 for the third year 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 May 1, 2012 between the CONTRACTOR and the COUNTY is hereby amended to increase the CONTRACT PRICE from \$4,475,460.00 to \$5,064,412.26.
  3. The CONTRACT is hereby amended by adding the following Miscellaneous Inshore Construction line items to Bid Schedule: Line item #21 Monthly Deployment of Barges to Float Conveyors and Material Broadcaster at \$7.19/Square Feet unit price. Line item #22 Mobilization & Demobilization of 12,718 Sq.Ft. of Barges at \$144,000 Lump Sum unit price. Line Item #23 Load to Unloader/Hopper from Barges at \$3.25/Ton.
  4. The CONTRACT is hereby amended by revising the Technical Specifications pages 40 and 41, which are incorporated herein.
-

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

**Page 3**

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

**Page 4**

ATTEST:

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

SHARON R. BOCK, Clerk & Comptroller

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

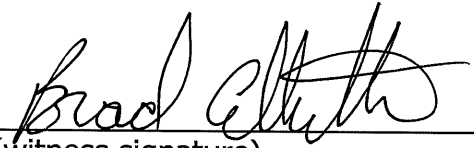
By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

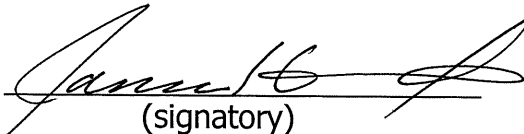
APPROVED AS TO TERMS  
AND CONDITIONS:

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

  
\_\_\_\_\_  
Robert Robbins, Director  
Dept. of Environmental Res. Mgmt.

  
\_\_\_\_\_  
(witness signature)  
BRAD AIBRITH  
\_\_\_\_\_  
(witness name printed)

The Vance Construction Co.  
Contractor

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

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

(Corporate Seal)

65-0040853  
\_\_\_\_\_  
Federal Tax No.

20.4.5.2. Slides: In the event of the sliding or failure of any part of the structure during its construction, or after its completion, but prior to its acceptance, the CONTRACTOR shall, upon written order of the COUNTY, cut out and remove the slide from the structure and then rebuild that portion of the structure with new materials or reuse the displaced materials for rebuilding.

## 20A. MISCELLANEOUS NEARSHORE CONSTRUCTION

20A.1 The CONTRACTOR shall stage a barge and tug and provide the labor necessary to transport sand for habitat restoration projects. Unless otherwise specified in the Work Order, the CONTRACTOR shall be responsible for coordination and loading of the material from the staging area onto the barge. The CONTRACTOR shall ensure that the barge has proper containment to prevent sand from entering the water during transportation to the project site.

20A.2 -Monthly Rental for Barges to Float Conveyors and Material Broadcaster (Item 21): CONTRACTOR shall provide all barges necessary to float a conveyor system and material broadcaster. Bid Item 21 Miscellaneous Inshore Construction includes all the equipment, materials and labor necessary to position and reposition the barges as necessary to operate the material broadcaster. Payment for this item shall be based on the square footage of the barges on a monthly basis. Quantity of barges may change during the operations and payment will be prorated as follows: a) barges no longer needed for the material broadcaster operation but utilized from 1-15 calendar days will be apportioned one-half of a monthly fee whereas barges utilized more than 15 days will be apportioned the entire monthly fee.

20A.3 Mobilization/Demobilization of Barges (Item 22): CONTRACTOR shall provide all equipment, materials and labor to mobilize and demobilize all the barges from Bid Item 21. Payment for this item shall be a lump sum cost.

20A.4 Load to Unloader/Hopper from Barges (Bid Item 23): CONTRACTOR shall mobilize, demobilize and operate minimal two (2) excavators, one (1) support barge with crew or equivalent equipment capable of unloading 1,000 tons of sand daily from a supply barge to an unloader/hopper positioned on a barge and connected to a conveyor system. The equipment provided by the CONTRACTOR shall be sufficient to keep pace with the arrival of barges and to avoid the stacking

of barges and/or double handling of materials. The volume to weight conversion form measurement and payment is 1cyd=1.2 Ton. Payment for this item shall be per ton.

## 21. SURVEYS

The CONTRACTOR shall provide a professional survey as necessary to establish and maintain quality control for all work performed at each job site under this section to assure compliance with permit and contract requirements. The CONTRACTOR shall maintain records of his quality control tests, inspections and corrective actions. Quality control measures shall cover all construction operations including, but not limited to, the placement of all materials to the grade lines shown and in accordance with this section.

- 21.1 Layout of Work: From the monuments, control data and elevations established by the COUNTY, the CONTRACTOR shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contact drawings.
- 21.2 Survey Markers: The CONTRACTOR shall furnish, at their own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the monuments, control data and elevations established by the COUNTY. It shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes and other marks established by the COUNTY until authorized to remove them, and if such marks are destroyed by the CONTRACTOR or through his negligence, prior to their authorized removal, they may be replaced by the COUNTY, at their discretion, and the expense of replacement will be deducted from any amounts due or to become due the CONTRACTOR. The COUNTY may require that work be suspended at any time when location and limit marks established by the CONTRACTOR are not reasonably adequate to permit checking of the work.
- 21.3 Survey Checks: Surveys made by the CONTRACTOR are required on each material placed for determining that the materials are acceptably placed on the work. The CONTRACTOR shall make checks as the work progresses to verify lines, grades, and thicknesses established for the completed work. At least one



**SCHEDULE 1 FOR AMENDMENT NO. 3 (3<sup>rd</sup> YEAR OF CONTRACT TERM)  
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: Palm Beach County Annual Artificial Reef & Breakwater Project  
 NAME OF PRIME BIDDER: The Vance Construction Co.  
 CONTACT PERSON: James E. Vance, Jr.  
 BID OPENING DATE: February 28, 2012

PROJECT NO. OR BID NO: 2012ERM01  
 ADDRESS: PO Box 36, Cuttyhunk Ma 02713  
 PHONE NO.: 561/719-4696 or 561/650-0016 FAX NO.: 561/354-5978  
 USER DEPARTMENT: Environmental Resources Management

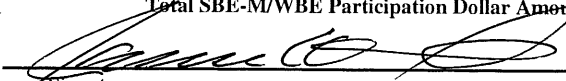
**THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.**

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. The Vance Construction Company, 955 25 <sup>th</sup> Ct, West Palm Beach FL 33407 561-650-0016	<input type="checkbox"/>	<input checked="" type="checkbox"/>				<u>588,952.26</u>	
	<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>588,952.26</u>	

TOTAL NOT-TO-EXCEED PRICE FOR YEAR 3: \$2,882,778.51

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 588,952.26

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

  
 Signature \_\_\_\_\_ President \_\_\_\_\_  
 Title \_\_\_\_\_

- Note: 1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.  
 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.  
 3. M/WBE information is being collected for tracking purposes only.

**OSBA SCHEDULE 2 FOR AMENDMENT NO. 3 (THIRD YEAR OF CONTRACT TERM)  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 2012ERM01 PROJECT NAME: Palm Beach County Annual Artificial Reef & Breakwater Project

TO: The Vance Construction Co  
(Name of Prime Bidder)

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

Small Business Enterprise x Minority Business Enterprise \_\_\_\_\_

Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian x Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: 12/10/2013

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>21</u>	<u>Barges :Conveyors, Mat'l Broadcast</u>	<u>38,154 sqft</u>	<u>\$7.19/Sq.Ft.</u>	<u>\$274,327.26</u>
<u>22</u>	<u>Mob &amp; Demob 12,718sqft. Of barges</u>	<u>1/W.O.</u>	<u>\$144,000.00</u>	<u>\$144,000.00</u>
<u>23</u>	<u>Load to Unloader/Hopper from Barges</u>	<u>52,500 tons</u>	<u>\$3.25/Ton</u>	<u>\$170,625.00</u>

at the following price or percentage \$588,952.26  
(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 subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.**

Price and/or Percentage \_\_\_\_\_  
(Name of Subcontractor)

The undersigned affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

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

The Vance Construction Co  
(Print name of SBE-M/WBE Subcontractor)  
By: [Signature]  
(Signature)  
President  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Revised 9/7/2011

Date: 8/21/14

**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 initial 1 year Term for \$1,037,878.75.  
 Amendment No. 1 (R2013-0167) dated February 5, 2013 extends the Contract 1 year, expiring April 30, 2014.  
 Amendment No. 1 additional Contract amount for 2nd year of \$1,037,879 (allowed by Tech. Specs.) plus \$105,876 increase to 1st year.  
 Amendment No. 2 (R2014-0532) to extend the Contract 1 year, expiring April 30, 2015.  
 Amendment No. 2 additional Contract amount for 3rd year of \$1,037,879 (allowed by Tech. Specs.) plus \$1,255,947.25 increase.  
 Contract Not To Exceed: \$4,475,460.00  
 SBE Goal: 15.86%

**Work Order Summary:**

WORK ORDER NUMBER	TOTAL/ SBE AMOUNT	ACTUAL* TOTAL/SBE AMOUNT	WORK ORDER DESCRIPTION	DATE / APPROVED BY	COMMENCEMENT DATE
0640-1	\$82,170.50	\$80,537.96	Phil Foster Park Snorkel Reef	6/28/2012 ERM	7/30/2012
0640-1, Work Supplement 1	\$0.00 \$20,298.60	\$0.00 \$7,848.52	Work Supplement to Phil Foster Park Snorkel Reef Work Order clarifying SBE participation	8/1/2012 ERM	n/a
0640-2	\$121,550.00	\$123,065.80	Jupiter Inlet Artificial Reef (FWC)	8/1/2012 CRC	8/2/2012
0640-3	\$17,850.00 \$107,982.00	\$14,007.84 \$107,982.00	Peanut Island	8/22/2012 CRC	8/27/2012
Change Order No. 1			Revise Contract's Guarantee and Bonding Requirements	9/11/2012 BCC	n/a
0640-3, Work Supplement 1	\$66,994.00 \$0.00	\$62,260.00 \$0.00	Peanut Island	12/5/2012 CRC	12/10/2012
Amendment No. 1			Increase Contract by \$105,876, Extend Contract 1 Year, and Revise Contract General Conditions	2/5/2013 BCC	n/a
0640-4	\$764,993.00 \$158,437.50	\$755,993.00 \$280,871.01	John's Island Oyster Reef (Phase 2); BCC Delegation 2/5/13	4/30/2013 ERM	7/15/2013
0640-5	\$129,928.00 44,036.00	\$135,590.00 \$26,754.00	Boynton Inlet Artificial Reef (FWC)	7/24/2013 CRC	7/25/2013
Amendment No. 2			Revise Contract General Conditions and Technical Specifications, Increase Contract by \$1,255,947.25 and Extend Contract 1 Year	4/15/2014 BCC	n/a
0640-6	839,815.00 839,815.00		Grassy Flats Restoration Project; BCC Delegation 4/15/14	4/30/2014 ERM	5/27/2014
0640-6A	0.00 0.00		Grassy Flats Restoration Project - Supplement Updating Construction Plan Sheets	6/27/2014 ERM	5/27/2014
0640-7	153,075.00 153,075.00	159,944.00 159,944.00	Juno Pier FWC Reef; BCC Delegation 5/6/14	7/14/2014 ERM	7/15/2014
0640-6B	-15,668.13 -15,668.13		Grassy Flats Restoration Project - Load / Install SLWI rocky material; Reduce other line item quantities; BCC Delegation 8/19/2014	ERM	
Amendment No. 3			Revise Contract Technical Specifications and Increase Contract by \$588,952.26	BCC	

Total: \$2,249,519.63  
 SBE: \$1,313,572.24  
 SBE Participation: 58.39%

Contract Balance: \$2,225,940.37  
 Report Date: 8/20/2014

\* Actual amount expended for completed Work Orders and approved for closeout by Contract Review Committee.

ATTACHMENT 2

R2012 06 40  
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.

PROJECT NO. 2012ERM01

CONTRACT - 1

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  
*Sharon R. Bock*  
Deputy Clerk  
FLORIDA COMMISSIONERS

R 2012 06 40 MAY 01 2012  
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:

*James C. [Signature]*  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

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

CONTRACTOR:

The Vance Construction Co.  
(Corporate Name)

a Florida corporation  
(insert state of corporation)

By: *[Signature]*  
(signatory)

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

Its: President  
(print title)

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

*Elizabeth Scott*  
(witness signature)

ELIZABETH SCOTT  
(witness name printed)

(Corporate Seal)



2014 -

1060

BGEX - 0820140000000001747

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER  
Fund 1226 Natural Areas Fund

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENC/EXP 8/19/2014	REMAINING BALANCE
<b>Appropriations</b>							
380-3252 Manatee Protection	3401 - Other Contractual Services	753,175	593,175	0	210,000	383,175	105,305
380-3080 Grassy Flats	3401 - Other Contractual Services	550,000	700,000	210,000	0	692,927	217,073
				210,000	210,000		

Environmental Resources  
Management

INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates

*[Signature]*  
*[Signature]* 8/22/14

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

September 9, 2014

Deputy Clerk to the  
Board of County Commissioners