

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	(\$102,624)	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 (\$102,624)	 _____	 _____	 _____	 _____
 # ADDITIONAL FTE POSITIONS (Cumulative)	 _____	 _____	 _____	 _____	 _____

Is Item Included in Current Budget? (Match) Yes X No _____
Budget Account No.: Fund 1225 Department 380 Unit 3080 Object 3401

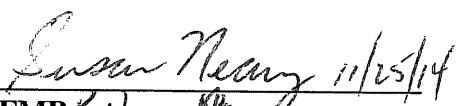

B. Recommended Sources of Funds/Summary of Fiscal Impact

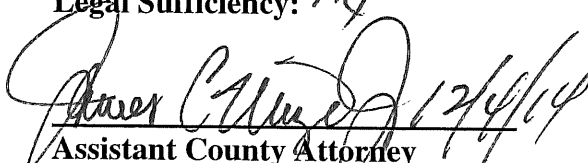
Vessel Registration Fees subject to project close out

C. Department Fiscal Review: 

III. REVIEW COMMENTS

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

 OFMB <u>11/25/14</u>	 Contract Dev. and Control <u>12/2/14</u>
<u>11/24</u>	<u>12/2/14</u>

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

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.

R 2012 06 40 MAY 01 2012

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

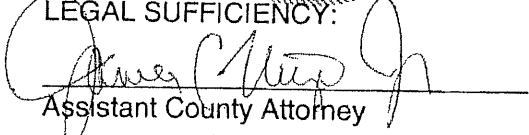
ATTEST:

SHARON R. BOCKLEY
CLERK & COMPTROLLER


Deputy Clerk
PALM BEACH COUNTY
FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: 
Shelley Vana, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Assistant County Attorney

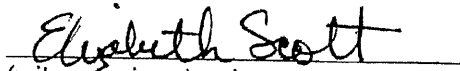
APPROVED AS TO TERMS AND
CONDITIONS:

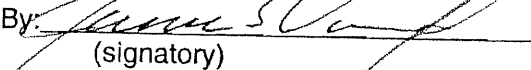

Daniel Bates, Deputy Director
Department of Environmental Resources Management

CONTRACTOR:

The Vance Construction Co.
(Corporate Name)

a Florida corporation
(insert state of corporation)


(witness signature)

By: 
(signatory)

ELIZABETH SCOTT
(witness name printed)

James F. Vanic, Jr.
(print signatory's name)

Its: President
(print title)

(Corporate Seal)

March 28th, 2012
(date of execution)

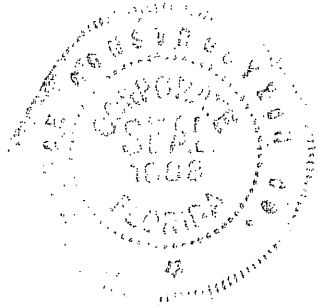
955 25th Court
(Contractor's Official Address)

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



**CERTIFICATE
(Corporation)**

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

1. That he/she is the **Secretary** of The Vance Construction Co., a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 22nd day of April, ~~20~~ 1988, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

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

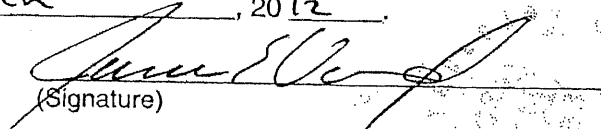
FURTHER RESOLVED, that James E. Vance Jr (name), the President (title) of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

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

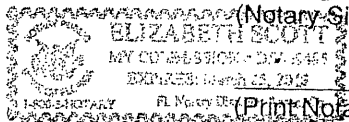
3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 28th day of March, 2012.

(CORPORATE SEAL)


(Signature)
James E. Vance Jr
(Print Signatory's name
It's Secretary)

SWORN TO AND SUBSCRIBED before me this 28th day of March, 2012, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

Elizabeth Scott
(Notary Signature)

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

END OF SECTION

**Palm Beach County
Annual Artificial Reef & Breakwater Project
Project No. 2012ERM01**

Grassy Flats
Restoration Project

Bid Item	Description	Units	Unit Price	Total Quantity	Total Price
General					
1	Turbidity Monitoring/Reporting	Day	\$ 90.00	-	\$ -
2	Mobilization & Demobilization ¹	Work Order	\$ 24,000.00	1.00	\$ 24,000.00
Materials Supply					
3	Supply Limestone Rock (3' to 4' diameter)	Ton	\$ 65.00	-	\$ -
4	Supply Limestone Rock (2' to 3' diameter)	Ton	\$ 45.00	2,758.80	\$ 124,146.00
5	Supply Limestone Rock (.5' to 1.5' diameter)	Ton	\$ 45.00	-	\$ -
6	Supply Bedding Stone	Ton	\$ 45.00	-	\$ -
7	Supply Filter Fabric	SY	\$ 4.50	-	\$ -
Oyster Reef Construction					
8	Load/Install Rock	Ton	\$ 32.00	-	\$ -
9	Transport Rock ²	Ton-Mile	\$ 2.00	-	\$ -
Offshore Limestone Reef Construction					
10	Load/Install Rock	Ton	\$ 60.00	-	\$ -
11	Transport Rock ²	Ton-Mile	\$ 1.50	-	\$ -
Donated Reef Materials					
12	Load/Install Reef Materials	Ton	\$ 60.00	-	\$ -
13	Transport Reef Materials ²	Ton-Mile	\$ 1.50	-	\$ -
Peanut Island Breakwaters					
14	Load/Install Reef Materials	Ton	\$ 58.00	-	\$ -
Inshore Breakwater Construction					
15	Load/Install Filter Fabric	SY	\$ 4.50	-	\$ -
16	Load/Install Bedding Stone	Ton	\$ 35.00	-	\$ -
16*	Load/Install Bedding Stone - Supplement #06B	Ton	\$ 17.65	5,580.00	\$ 98,487.00
17	Load/Install Rock	Ton	\$ 35.00	2,758.80	\$ 96,558.00
18	Transport All Materials ²	Ton-Mile	\$ 0.75	-	\$ -
Miscellaneous Inshore Construction					
19	Stage Sand	Ton	\$ 1.00	46,313.00	\$ 46,313.00
20	Transport Sand ³	Ton-Mile	\$ 3.00	46,313.00	\$ 138,939.00
21	Monthly Deployment of Barges to Float Conveyors & Material Broadcaster	Sq.Ft.	\$ 7.19	66,000.00	\$ 474,540.00
22	Mobilization & Demobilization of 12,718 Sq.Ft. of Barges	Work Order	\$ 144,000.00	1.00	\$ 144,000.00
23	Load to Unloader/Hopper from Barges	Ton	\$ 3.25	46,313.00	\$ 150,517.25
Davis-Bacon Compliance					
ALT 1	Premium for Davis-Bacon Act (Wage Rate) Compliance ⁴	Work Order	\$ 1.00%	1,297,500.25	\$ 12,975.00
REVISED WORK ORDER TOTAL:					\$ 1,310,475.25
25	Premium for Davis-Bacon Act (Wage Rate) Compliance			No	

Work Authorized to-date = \$1,413,099.13. Net decrease for Supplement 0640-6D = -\$102,623.88

Ton-mile distance: 10 miles

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

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

³Applies to first Ton-Mile only. Sand transported beyond one mile to be calculated using Line Item #18.

⁴Premium applied to Work Order total.

* Agreed upon negotiated rate for SLWI rocky material.

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.

Amendment No. 3 (R2014-1328) revises Tech Specs and increases Contract by \$588,952.26.

Contract Not To Exceed: \$5,064,412.26

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 \$0.00	\$80,537.96 \$0.00	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 \$17,850.00	\$123,065.80 \$14,007.84	Jupiter Inlet Artificial Reef (FWC)	8/1/2012 CRC	8/2/2012
0640-3	\$107,982.00 \$0.00	\$107,982.00 \$0.00	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	8/29/2014 ERM	5/27/2014
Amendment No. 3			Revise Contract Technical Specifications and Increase Contract by \$588,952.26	9/9/2014 BCC	
0640-06C	588,952.26 588,952.26		Grassy Flats Restoration Project - Barges for Conveying and Broadcasting Sand; BCC Delegation 9/9/2014	10/2/2014 ERM	5/27/2014

Total: \$2,838,471.89
SBE: \$1,902,524.50
SBE Participation: 67.02%

Contract Balance: \$2,225,940.37
Report Date: 11/19/2014

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

ATTACHMENT 3