

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

Meeting Date: September 1, 2015 Consent Regular
 Public Hearing

Department

Submitted By: COUNTY ATTORNEY

Submitted For:

I. EXECUTIVE BRIEF

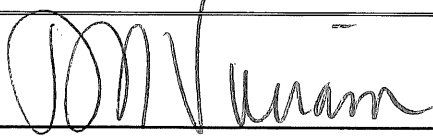
Motion and Title: **Staff recommends motion to approve:** the Project Closeout and Settlement Agreement with Center Marine Contracting, LLC.

Summary: This Agreement involves payment of \$146,164.20, as full and final settlement for \$697,064.97 of claims asserted by Center Marine Contracting, LLC, (hereinafter “CMC”), arising from the contract entered into on February 5, 2013, for maintenance dredging in the vicinity of the South Lake Worth Inlet, Project No. 2012ERM04 (hereinafter the “Project”). The approved revised contract amount is \$1,610,015.91. The Department of Environmental Resources Management Staff has carefully reviewed the quality and quantity of these alleged claims and offset a portion of the liquidated damages owed by CMC and determined that the appropriate value of these claims is \$146,164.20.
District 4 (PM)

Background and Justification: The Palm Beach County Department of Environmental Resources Management and CMC entered into the original contract in the amount of \$1,455,134.46 on February 5, 2013, for maintenance dredging in the vicinity of South Lake Worth Inlet. Through approved change orders for additional work and quantity adjustments, the revised contract amount for the Project is \$1,610,015.91. There were some unforeseen difficulties that caused an increase in the original contract amount that resulted in a delay of completion of the Project. After carefully analyzing the claims asserted by CMC, off-setting a portion of the liquidated damages caused by these delays against those claims, and assessing the cost benefit of potential litigation, staff has been able to substantially reduce the value of the asserted claims down to \$146,164.20. Any remaining or outstanding payments on the Project beyond this amount will be made by the surety, thus allowing the County to cap further financial exposure for this project as set forth in the Project Closeout and Settlement Agreement. For these reasons, staff recommends approval of the Project Closeout and Settlement Agreement and payment of \$146,164.20 to CMC as full and final settlement of any asserted claims that exist now, or may arise in the future against the County. Due to the delay in receipt of the executed Project Closeout and Settlement Agreement, this Item is being brought retroactively as to the effective date.

Attachments:

1. Budget Availability Statement.
2. Project Closeout and Settlement Agreement.

Recommended by:  8/25/15
Date

Approved by: _____
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>146,165</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>146,165</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 3653/1225 Department 381/380 Unit M703/3080 Object 4630/3401



Reporting Category _____

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

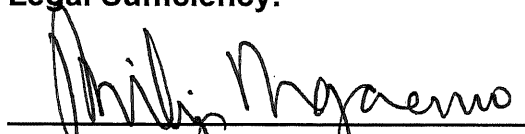
C. Departmental Fiscal Review: *S. Henry*

III. REVIEW COMMENTS

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

 <hr/> Steve Brown 5/20 7/18 8/20 OFMB 8/21/21	 <hr/> Janice J. Jacobson Contract Development and Control
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B. Legal Sufficiency:



 Phillip Magarino
 Assistant County Attorney

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.



BUDGET AVAILABILITY STATEMENT
Palm Beach County
Environmental Resources Management

REQUEST DATE: 07/06/2015

REQUESTED BY: Julie Aden

PHONE: 233-2427

PROJECT TITLE: Maintenance Dredging vicinity SLWI

PROJECT NO: R2012-ERM04

SITE: South Lake Worth Inlet & Grassy Flats

ACTIVITY: Construction

CONTRACTOR/CONSULTANT NAME: Center Marine Contracting LLC

SCOPE OF SERVICES: Final payment for Dredging at SLWI & Grassy Flats

BCC RESOLUTION #: R2013-0164

ORIGINAL CONTRACT AMOUNT: 1,455,134.46

CHANGE ORDER 719,635.00

QUANTITY ADJUSTMENT: (564,753.55)

PREVIOUS PAYMENTS: (1,348,001.71)

LIQUIDATED DAMAGES (115,850.00)

BALANCE OF CONTRACT: FINAL PAYMENT 146,164.20 (70,947.45) Retainage)

BUDGET ACCOUNT NUMBER(S):

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Obj</u>	<u>SObj</u>	<u>Program</u>	<u>PPC</u>	<u>(Proj) Task</u>	<u>(Site) Sub Task</u>	<u>(Activity) Task Ord</u>	<u>Amount</u>
3653	381	M703	4630		E703	CIP	S029	CSLW	012	\$75,216.75
3653	381	M703	4630		E703	CIP	S029	CSLW	012	\$58,630.90 (RET)
1225	380	3080	3401		3080EX	3080	E103	ILWL	011	\$12,316.55 (RET)

BAS APPROVED BY: *S. Henry* DATE: 7/7/15

ENCUMBRANCE NUMBER: KPO-022113*295

T:\fss\FinancialManagement\Fiscal\BAS\BAS15\15bas.Maintenance Dredging vicinity of SLWI - Center Marine_final.JA.doc

CONSTRUCTION APPLICATION AND CERTIFICATE FOR PAYMENT (INVOICE)

TO: Palm Beach County Board of County Commissioners
 Department of Environmental Resources Management
 2300 North Jog Road, 4th Floor
 West Palm Beach, Florida 33411-2743
 ATTN: FSS Divison

FROM: Center Marine Contracting LLC
 3810 St. John's Parkway
 Sanford, FL 32771
 FedEx Number 1063-2511-1

2nd Revised Final

CONTRACT R#: R2013-0164
 INVOICE/APPLICATION DATE:
 INVOICE/APPLICATION #: 8 Revised
 MONTHLY OR FINAL INVOICE: Final
 PERIOD FROM: 04/03/14
 TO: 01/22/15

PROJECT NO.: 2012ERM04
 PROJECT NAME: Maintenance Dredging in the Vicinity of the South Lake Worth Inlet

The Contractor certifies he has checked and verified this Application for Payment for this Period, and that it is a true and correct statement of all work performed, and/or any and all material and equipment supplied by the Contractor; that all work, materials, and equipment included in this Application for Payment have been performed and/or supplied in full accordance with the terms and conditions of the Contract Documents and/or duly authorized deviations, substitutions, alterations and/or additions; that all terms of this Application for Payment have been authenticated and approved by the authorized undersigned representative of the Contractor and the Current Payment shown herein is now due.

ORIGINAL CONTRACT SUM: \$ 1,455,134.46
 NET CHANGE(S):
 CHANGE ORDER # 1 \$ -
 CHANGE ORDER # 2 \$ -
 CHANGE ORDER # 3 \$ 719,635.00
 QUANTITY ADJUSTMENT \$ (564,753.55)

CONTRACT SUM TO DATE: \$ 1,610,015.91

 REPRESENTATIVE SIGNATURE

 DATE

EDWARD A. EVANS
 PRINT REPRESENTATIVE NAME

 MANAGING PARTNER
 TITLE

ACCOUNT # / KPO #	ERM USE ONLY		LESS RETAINAGE	PAYMENT DUE
	TOTAL COMPLETED			
TOTALS				
BY:	APPROVED BY:			
REVIEWER	DIRECTOR, ENVIRONMENTAL RESOURCES MANAGEMENT			

TOTAL COMPLETED TO DATE \$ 1,610,015.91
 (= COLUMN 6 TOTAL)
LESS PREVIOUS PAYMENTS \$ 1,348,001.71
 (= COLUMN 8 TOTAL)
 RETAINAGE:
 LESS PREVIOUS HELD \$ 70,947.45
 (= COLUMN 10 TOTAL)
 LESS CURRENT HELD \$ -
 (= COLUMN 11 TOTAL)
PLUS AMOUNT RETURNED \$ 70,947.45
 (= COLUMN 12 TOTAL)

CUMULATIVE RETAINAGE HELD \$ -
 (= COLUMN 13 TOTAL)
CURRENT PAYMENT DUE \$ 262,014.20
 (= COLUMN 14 TOTAL)
TOTAL PAYMENTS, LESS RETAINAGE \$ 1,610,015.91
 (= COLUMN 15 TOTAL)
CONTRACT BALANCE, INCLUDING RETAINAGE \$ -
 (= COLUMN 16 TOTAL)

GROSS CURRENT PAYMENT DUE \$ 262,014.20
 LIQUIDATED DAMAGES (165.5 days X \$700/day) \$ (115,850.00)
 NET CURRENT PAYMENT DUE CENTER MARINE \$ 146,164.20

PAY SUMMARY

CONTRACT R#: R2013-0164

INVOICE/APPLICATION DATE:

INVOICE/APPLICATION #: 8 Revised

ITEM #	DESCRIPTION OF WORK	DATE AUTH.	UNIT	QUANTITY	RATE	4 (= 2 * 3)	5 (Insert)	6 (= 3 * 5)	7 (= 6 / 4)	8 (= 15 from prior app)	9 (per contract)	10 (= 13 from prior app)	11 (= 6 - 6 from prior app) * 9)	12 (= 10 - 6 from prior app) * 9)	13 (= 10 + 11 - 12)	14 (= 6 - 8 - 13)	15 (= 8 + 14)	16 (= 4 - 15)	
						AUTHORIZED AMOUNT	QUANTITY COMPLETE	TOTAL \$ COMPLETE	% COMP.	PREVIOUS PAYMENTS	RETAIN. %	RETAINAGE HELD PREVIOUS PAYMENTS	RETAINAGE HELD THIS PAYMENT	RETAINAGE RETURNED THIS PAYMENT	CUMULATIVE RETAINAGE HELD	TOTAL DUE THIS PAYMENT	TOTAL PAYMENTS (LESS RETAINAGE)	CONTRACT BALANCE INCLUDING RETAINAGE	
Phase I																			
1	Mobilization / Demobilization	02/05/13	LS	1.00	526,500.00	526,500.00	1.00	526,500.00	100.00%	500,175.00	0.0%	26,325.00	-	26,325.00	-	26,325.00	526,500.00	-	
2	Maintenance of Traffic	02/05/13	LS	1.00	17,550.00	17,550.00	1.00	17,550.00	100.00%	16,672.50	0.0%	877.50	-	877.50	-	877.50	17,550.00	-	
3	Construction Surveys & As-Built Drawings	02/05/13	LS	1.00	58,500.00	58,500.00	1.00	58,500.00	100.00%	50,017.50	0.0%	2,632.50	-	2,632.50	-	2,632.50	58,500.00	-	
4	Hydraulic Dredging Sand Trap - Sand Placed on Beach	02/05/13	CY	23,314.00	12.00	279,768.00	23,314.00	279,768.00	100.00%	265,779.60	0.0%	13,988.40	-	13,988.40	-	13,988.40	279,768.00	-	
5	Hydraulic Dredging ICW - Sand Placed on Beach	02/05/13	CY	10,745.00	12.00	128,940.00	10,745.00	128,940.00	100.00%	122,493.00	0.0%	6,447.00	-	6,447.00	-	6,447.00	128,940.00	-	
6	Hydraulic Dredging Boat Channel - Sand Placed on Beach	02/05/13	CY	4,894.00	12.00	58,728.00	4,894.00	58,728.00	100.00%	55,791.60	0.0%	2,936.40	-	2,936.40	-	2,936.40	58,728.00	-	
7	Remove/Re-install Channel Markers in Sand Trap	02/05/13	EA	2.00	1,178.19	2,356.38	2.00	2,356.38	100.00%	-	0.0%	-	-	-	-	2,356.38	2,356.38	-	
Phase II																			
8	Mechanical Dredging Sand Trap - Spoil (sand, sand and rock, and rock) placed in Half Moon Bay Hole or in Artificial Reef	02/05/13	CY	17,785.00	5.34	94,971.90	17,785.00	94,971.90	100.00%	56,680.63	0.0%	2,983.19	-	2,983.19	-	38,291.27	94,971.90	-	
9	Mechanical Dredge ICW and Boat Channel - Spoil (sand and fines) placed in Half Moon Bay Hole	02/05/13	CY	11,182.00	5.34	59,711.88	11,182.00	59,711.88	100.00%	46,377.37	0.0%	2,440.91	-	2,440.91	-	13,334.51	59,711.88	-	
10	Change Order No. 3	01/14/14	LS	0.5322	719,635.00	382,989.75	0.5322	382,989.75	100.00%	234,014.51	0.0%	12,316.55	-	12,316.55	-	148,973.24	382,989.75	-	
TOTALS:						\$ 1,610,015.91		\$ 1,610,015.91	100.00%	\$ 1,348,001.71		\$ 70,947.45	\$ -	\$ 70,947.45	\$ -	\$ 262,014.20	\$ 1,610,015.91	\$ -	

PROJECT CLOSEOUT AND SETTLEMENT AGREEMENT

THIS PROJECT CLOSEOUT AND SETTLEMENT AGREEMENT made and entered into this 18th day of August, 2015, by and between the **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter the "COUNTY"), a political subdivision of the State of Florida, and **CENTER MARINE CONTRACTING, LLC**, (hereinafter "CMC").

WHEREAS, the County and CMC wish to amicably resolve any past, present or future claims that relate in any way, or arise from any work on Project 2012ERM04, Contract No. R2013-0164 dated February 5, 2013 (hereinafter collectively the "Project"), that exist now or may arise in the future; and

WHEREAS, the County acknowledges that the intent of this Project Closeout and Settlement Agreement is to fully and finally compensate CMC for any and all work performed on the Project, and to relieve CMC of any future responsibility for further work or liability related thereto; and

WHEREAS, CMC acknowledges that the intent of this Project Closeout and Settlement Agreement is to relieve the County of any future responsibility or liability of any type whatsoever to CMC or its sub-contractors, independent contractors, consultants, agents, employees, persons or entities, however denominated, for goods or services performed on, or related to, the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which the consideration is hereby acknowledged, the parties agree as follows:

1. Pursuant to Final Invoice #8, the County shall pay CMC the amount of \$146,164.20, which sum represents full and final payment to CMC for all work on, and related to the Project.

2. Upon receipt of the sum of money specified in paragraph 1 above, the parties shall forever forgive, release and relinquish any and all claims against the other that now exists, or may arise in the future, that relate in any way to the Project. This includes all claims in law, equity or derivative in nature on behalf of themselves and their successors, heirs or assigns.

3. CMC shall provide to the County the following documents prior to this Project Closeout and Settlement Agreement being presented to the Palm Beach County Board of County Commissioners for acceptance on August 18, 2015:

A) A completed/executed Revised Final Invoice #8 is attached hereto as Composite Exhibit "A"; and

- B) A completed/executed Consent of Surety For Final Payment and accompanying Power of Attorney are attached hereto as Composite Exhibit " B " ; and
- C) A completed/executed Final Warranty of Title and Release and Statement of Unresolved Claims are attached hereto as Composite Exhibit " C " ; and
- D) Vance SBE Schedule(s) 4 and revised SBE Schedule 3 are attached hereto as Composite Exhibit " D " .


4. This Project Closeout and Settlement Agreement does not constitute an admission of liability by or on behalf of either party hereto.


5. This Agreement shall become binding on the parties hereto, their successors, heirs or assigns, upon the approval of the Palm Beach County Board of County Commissioners at its August 18, 2015, regularly scheduled meeting.

IN WITNESS WHEREOF, the parties have caused this Project Closeout and Settlement Agreement to be executed as of the date first set forth above.

WITNESS:

CENTER MARINE CONTRACTING, LLC:


 Signature
JOAN M. GREENE
 Print Name

By: 
 Edward A. Evans, as Managing Partner and duly authorized representative

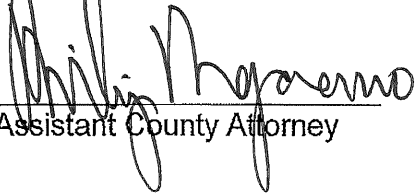
ATTEST:
 Sharon R. Bock, Clerk & Comptroller

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

By: _____

By: _____
 Shelley Vana, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
 Assistant County Attorney



CONSTRUCTION APPLICATION AND CERTIFICATE FOR PAYMENT (INVOICE)


TO: Palm Beach County Board of County Commissioners
 Department of Environmental Resources Management
 2300 North Jog Road, 4th Floor
 West Palm Beach, Florida 33411-2743
 ATTN: FSS Division

FROM: Center Marine Contracting LLC
 3810 St. John's Parkway
 Sanford, FL 32771
 FedEx Number 1063-2511-1

CONTRACT R#: R2013-0164
 INVOICE/APPLICATION DATE: 7/9/2015
 INVOICE/APPLICATION #: 8 Revised
 MONTHLY OR FINAL INVOICE: Final
 PERIOD FROM: 04/03/14
 TO: 01/22/15

PROJECT NO.: 2012ERM04
 PROJECT NAME: Maintenance Dredging in the Vicinity of the South Lake Worth Inlet

The Contractor certifies he has checked and verified this Application for Payment for this Period, and that it is a true and correct statement of all work performed, and/or any and all material and equipment supplied by the Contractor; that all work, materials, and equipment included in this Application for Payment have been performed and/or supplied in full accordance with the terms and conditions of the Contract Documents and/or duly authorized deviations, substitutions, alterations and/or additions; that all terms of this Application for Payment have been authenticated and approved by the authorized undersigned representative of the Contractor and the Current Payment shown herein is now due.


 REPRESENTATIVE SIGNATURE

7-20-15
 DATE

EDUARDO A. EVANS
 PRINT REPRESENTATIVE NAME

MANAGING PARTNER
 TITLE

ORIGINAL CONTRACT SUM: \$ 1,455,134.46
 NET CHANGE(S):
 CHANGE ORDER # 1 \$ -
 CHANGE ORDER # 2 \$ -
 CHANGE ORDER # 3 \$ 719,635.00
 Quantity Adjustment \$ (564,753.55)
 CONTRACT SUM TO DATE: \$ 1,610,015.91

TOTAL COMPLETED TO DATE (= COLUMN 6 TOTAL) \$ 1,610,015.91
 LESS PREVIOUS PAYMENTS (= COLUMN 8 TOTAL) \$ 1,348,001.71
 RETAINAGE:
 LESS PREVIOUS HELD \$ 70,947.45 (= COLUMN 10 TOTAL)
 LESS CURRENT HELD \$ - (= COLUMN 11 TOTAL)
 PLUS AMOUNT RETURNED \$ 70,947.45 (= COLUMN 12 TOTAL)

CUMULATIVE RETAINAGE HELD (= COLUMN 13 TOTAL) \$ -
 CURRENT PAYMENT DUE (= COLUMN 14 TOTAL) \$ 262,014.20
 TOTAL PAYMENTS, LESS RETAINAGE (= COLUMN 15 TOTAL) \$ 1,610,015.91
 CONTRACT BALANCE, INCLUDING RETAINAGE (= COLUMN 16 TOTAL) \$ -

Gross Current Payment Due \$ 262,014.20
 Liquidated Damages (165.5x\$700/day) \$ (115,850.00)
 Net Current Payment Due Center Marine \$ 146,164.20

ACCOUNT # / KPO #	ERM USE ONLY		PAYMENT DUE
	TOTAL COMPLETED	LESS RETAINAGE	
TOTALS			

BY: _____ REVIEWER
 APPROVED BY: _____ DEPUTY DIRECTOR, ENVIRONMENTAL RESOURCES MANAGEMENT

RECEIVED
 JUL 21 2015
 ENVIRONMENTAL RESOURCES MANAGEMENT

PAY SUMMARY

CONTRACT R#: R2013-0164

INVOICE/APPLICATION DATE: 7/9/2015

INVOICE/APPLICATION #: 8 Revised

ITEM #	DESCRIPTION OF WORK	DATE AUTH.	UNIT	QUANTITY	RATE	4 (= 2 * 3) AUTHORIZED AMOUNT	5 (Insert) QUANTITY COMPLETE	6 (= 3 * 5) TOTAL \$ COMPLETE	7 (= 6 / 4) % COMP.	8 (= 15 from prior app) PREVIOUS PAYMENTS	9 (per contract) RETAIN. %	10 (= 13 from prior app) RETAINAGE HELD PREVIOUS PAYMENTS	11 (= 6 - 6 from prior app) * 9 RETAINAGE HELD THIS PAYMENT	12 (= 10 - (5 from prior app) * 9) RETAINAGE RETURNED THIS PAYMENT	13 (= 10 + 11 - 12) CUMULATIVE RETAINAGE HELD	14 (= 6 - 8 - 13) TOTAL DUE THIS PAYMENT	15 (= 8 + 14) TOTAL PAYMENTS (LESS RETAINAGE)	16 (= 4 - 15) CONTRACT BALANCE INCLUDING RETAINAGE
Phase I																		
1	Mobilization/Demobilization	02/04/13	LS	1.00	\$26,500.00	\$26,500.00	1.00	\$26,500.00	100.00%	500,175.00	0.0%	26,325.00	-	26,325.00	-	26,325.00	\$26,500.00	-
2	Maintenance of Traffic	02/05/13	LS	1.00	17,550.00	17,550.00	1.00	17,550.00	100.00%	16,672.50	0.0%	877.50	-	877.50	-	877.50	17,550.00	-
3	Construction Surveys & As-Built Drawings	02/05/13	LS	1.00	58,500.00	58,500.00	1.00	58,500.00	100.00%	50,017.50	0.0%	2,632.50	-	2,632.50	-	2,632.50	58,500.00	-
4	Hydraulic Dredging Sand Trap - Sand Placed on Beach	02/05/13	CY	23,314.00	12.00	279,768.00	23,314.00	279,768.00	100.00%	265,779.60	0.0%	13,988.40	-	13,988.40	-	13,988.40	279,768.00	-
5	Hydraulic Dredging ICW - Sand Placed on Beach	02/05/13	CY	10,745.00	12.00	128,940.00	10,745.00	128,940.00	100.00%	122,493.00	0.0%	6,447.00	-	6,447.00	-	6,447.00	128,940.00	-
6	Hydraulic Dredging Boat Channel - Sand Placed on Beach	02/05/13	CY	4,894.00	12.00	58,728.00	4,894.00	58,728.00	100.00%	55,791.60	0.0%	2,936.40	-	2,936.40	-	2,936.40	58,728.00	-
7	Remove/Rz-Install Channel Markers in Sand Trap	02/05/13	EA	2.00	1,178.19	2,356.38	2.00	2,356.38	100.00%	-	0.0%	-	-	-	-	2,356.38	2,356.38	-
Phase II																		
8	Mechanical Dredging Sand Trap - Spoil (sand, sand and rock, and rock) placed in Half Moon Bay Hole or in Artificial Reef	02/05/13	CY	17,785.00	5.34	94,971.90	17,785.00	94,971.90	100.00%	55,680.63	0.0%	2,983.19	-	2,983.19	-	38,291.27	94,971.90	-
9	Mechanical Dredge ICW and Boat Channel - Spoil (sand and fines) placed in Half Moon Bay Hole	02/05/13	CY	11,182.00	5.34	59,711.88	11,182.00	59,711.88	100.00%	46,377.37	0.0%	2,440.91	-	2,440.91	-	13,334.51	59,711.88	-
10	Change Order Three	01/14/14	LS	0.5322	719,635.00	382,989.73	0.5322	382,989.73	100.00%	234,014.31	0.0%	12,316.35	-	12,316.35	-	148,975.24	382,989.73	-
TOTALS:						\$ 1,610,015.91		\$ 1,610,015.91	100.00%	\$ 1,348,061.71		\$ 70,947.45	\$ -	\$ 70,947.45	\$ -	\$ 262,014.20	\$ 1,610,015.91	\$ -

RECEIVED
 JUL 21 2015
 ENVIRONMENTAL RESOURCES MANAGEMENT

CONSENT OF SURETY FOR FINAL PAYMENT

PROJECT NAME: Maintenance Dredging in the Vicinity of South Lake Worth Inlet
PROJECT NO.: 2012ERM04
PROJECT LOCATION: ICW near South Lake Worth Inlet
CONTRACT R NO.: R2013-0164 CONTRACT DATE: 02/05/13
FINAL CONTRACT AMOUNT: \$1,610,015.91

In accordance with the provisions of the above-named Contract between the County and the Contractor, the following named Surety:

GREAT AMERICAN INSURANCE COMPANY

on the PUBLIC CONSTRUCTION BOND of the following named Contractor:

CENTER MARINE CONTRACTING, LLC

hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named County, as set forth in said Surety Company's Payment bond:

No. 1395344

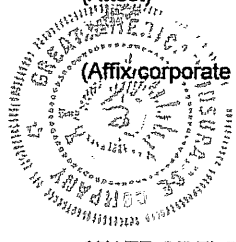
Surety specifically acknowledges that it is aware of existing claims for payment against Contractor related to work under the above named Contract and the potential for additional claims in the future.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this 20th day of July, 2015.

[Signature]
(Attest)

Great American Insurance Company
(Name of Surety Company)

(Affix corporate seal here)



[Signature]
(Signature of Authorized Representative)

TITLE: James H Breen Attorney-In-Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

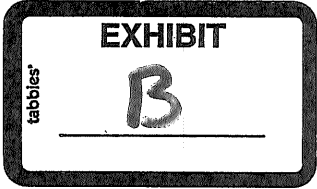
STATE OF FLORIDA
COUNTY OF Seminole

Subscribed and sworn to (or affirmed) before me on this 20 day of July, 2015, by James H Breen, (name).

He/She is personally know to me or has presented _____ (type of identification) as identification.

[Signature]
Notary Public Signature and Seal
Perry A Reynolds
Print Notary Name and Commission Number
Perry A. Reynolds
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF200906
Expires 3/11/2019

PROJECT NO. 2012ERM04



RECEIVED
JUL 23 2015

GREAT AMERICAN INSURANCE COMPANY®
Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

ENVIRONMENTAL RESOURCES MANAGEMENT

No. 0 20393

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES H. BREEN	ALL OF	ALL
M. GARY FRANCIS	LAKE MARY, FLORIDA	\$75,000,000.
AUDREY J. GALLAGHER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.
IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of SEPTEMBER, 2013
Attest
GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (677-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of SEPTEMBER, 2013, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

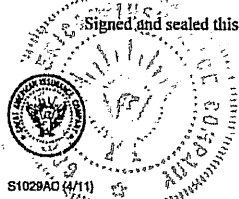
This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.



Signed and sealed this 20th day of July 2015

Atty L C B
Assistant Secretary

S1029AD (4/11)

FINAL WARRANTY OF TITLE AND RELEASE

STATE OF FLORIDA

COUNTY OF Seminole

Before me, the undersigned authority, personally appeared EDWARD EVANS, who was duly sworn and says:

1. Affiant is the MANAGING PARTNER of CENTER MARINE CONTRACTING^a LLC, a Florida Limited Liability corporation (hereinafter called the "Contractor").
[Enter State of incorporation]

2. Contractor entered into a Contract, being Resolution No. R2013-0164 dated the 5th day of FEBRUARY, 2013 (which, along with subsequent alterations, including, but not limited to change orders approved in writing by the County, are hereinafter collectively called the "Contract") with the PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter called the "County"), for Project No. 2012ERM04, Maintenance Dredging in the Vicinity of South Lake Worth Inlet for the construction of certain improvements and the performance of certain Work more particularly described in the Contract Documents (such construction and performance being hereinafter collectively referred to as the "Work"), on property owned and or controlled by the County, located in Palm Beach County.

3. Contractor has fully completed the Work and all individuals, firms, and corporations furnishing materials, labor, equipment, tools, supplies, manufactured articles and services incident to the completion of the Work, and all payrolls, bills for materials, equipment, tools, supplies, manufactured articles, and all other indebtedness connected with the Work, have been paid in full, and, there are no claims or suits pending against the Contractor, Palm Beach County, or anyone in connection to the Work, except for the following:

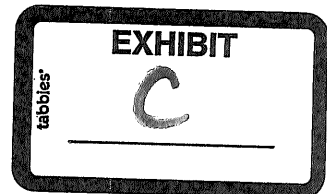
None, unless set forth below:

Name	Address	Amount Due or to Become Due and Unpaid
<u>VANCE CONSTRUCTION</u>		<u>\$125,000.00</u>
<u>ESCIENCE</u>		<u>\$00,000.00</u>

(Attach additional sheets, if more space is needed)

4. Receipt by Contractor of the Final Payment from County in the amount of \$146,164.20 shall constitute a full release and discharge by Contractor to said County of all claims and liens of the Contractor against said County arising out of, connected with, or resulting from performance of the Contract or the Work.

5. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.



6. This Affidavit is made by Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to the County under said applicable laws, Contractor agrees to forever indemnify, defend, and hold said County harmless from and against all costs and expenses, including reasonable attorney's fees, including fees on appeal, resulting from individuals, firms, or corporations who claim to have not been paid for material, labor, equipment, tools, supplies, manufactured articles or services furnished incident to the Work.

7. Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the County in connection with obtaining or performing said Contract.

8. This Affidavit is made for the purpose of inducing Final Payment from the County to the Contractor under the Contract in compliance with the Contract Documents.

9. Affiant has full authority to execute this Affidavit and to execute a full and final release of all claims and liens on behalf of the Contractor.

This statement is given under oath.

CONTEX MARINE CONTRACTING LLC
(Contractor)

(CORPORATE SEAL)

[Signature]
(Signature)

EDWARD A. EVANS, MANAGING PARTNER
(Name/Title)

STATE OF FLORIDA

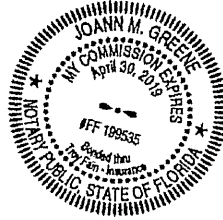
COUNTY OF SEMINOLE

Subscribed and sworn to (or affirmed) before me on this 20th day of July, 2015, by EDWARD EVANS, (name).

He/She is personally know to me or has presented N/A (type of identification) as identification.

[Signature]
Notary Public Signature and Seal

JOANN M GREENE FF99535
Print Notary Name and Commission Number



STATEMENT OF UNRESOLVED CLAIMS

FOR THE PROJECT NAME: Maintenance Dredging In the Vicinity of South Lake Worth Inlet

PROJECT NO.: 2012ERM04

CONTRACT NO.: R2013-0164

CONTRACTOR NAME: CENTER MARINE CONTRACTING LLC

INVOICE #: 8 Revised

INVOICE PERIOD: 4/03/2014 - 01/22/2015

Contractor shall list, in detail, on this page and any required additional pages all outstanding, unresolved claims which Contract has on this project. (If none, state "None.")

NAME	ADDRESS	AMOUNT DUE OR TO BECOME DUE AND UNPAID
NONE - PENDING FINAL		PAYMENT
		OF \$146,164.20

(Attach additional sheets, if more space is required)

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that The Vance Construction Co. (SBE or M/WBE Subcontractor Name) received

(Monthly) or (Final) payment of \$ 94846.00

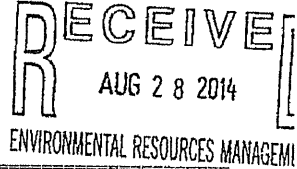
On 05 - 14 - 2014 from Center Marine Contracting LLC (Prime Contractor Name)

For labor and/or materials used on Maintenance Dredging/South Lake Worth Inlet / (Project Name) (Work Order)

DEPT.: 380 PROJECT NO.: 2012ERM04

PRIME CONTRACTOR VENDOR CODE: VC00000138905

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: VC00000013087



If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor provided on this project, please provide the following information:

*Subcontractor Name: None Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By: [Signature] (Signature of Subcontractor) James E. Vance, Jr., President (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA COUNTY OF PALM BEACH

Sworn to and subscribed before me this 29th day of AUGUST, 2014

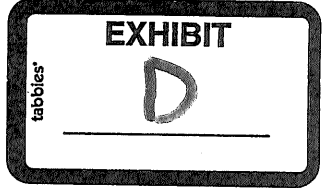
By: JAMES E. VANCE, JR.



Elizabeth Scott Notary Public, State of Florida

ELIZABETH SCOTT Print, Type or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification Type of Identification _____



RECEIVED
JUL 23 2015

**OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM**

ENVIRONMENTAL RESOURCES MANAGEMENT

SBE-M/WBE ACTIVITY FOR MONTH ENDING 01/22/15 PROJECT#: 2012ERM04

PROJECT NAME Maintenance Dredging in the Vicinity of South Lake Worth Inlet

PRIME CONTRACTOR NAME Center Marine Contracting LLC

PROJECT SUPERVISOR Edward A. Evans

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Vance Construction	709,000	-354,444	354,556	125,000	354,556	229,556	11/15/2013		XX					
Palm Beach Marine	326,667	0	326,677	0	326,677	326,677	02/16/2013		XX		XX			

I hereby certify that the above information is true to the best of my knowledge.  Managing Partner (Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2012