



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? (Match) Yes \_\_\_\_\_ No \_\_\_\_\_  
Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

B. Recommended Sources of Funds/Summary of Fiscal Impact  
Fiscal impact cannot be determined at this time. Work under each Contract is authorized and funded on a work order basis. Budget is available in various capital project accounts or a budget transfer will be requested prior to or concurrent with work orders being authorized.


C. Department Fiscal Review:  


III. REVIEW COMMENTS

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

  
OFMB *4/28 JP 4/28*

  
Contract Development and Control *5/5/16*

B. Legal Sufficiency:  
  
Assistant County Attorney

C. Other Department Review:  
\_\_\_\_\_  
Department Director

**Continued from page 1**

Amendment No. 1 for the Coston Contract will increase work by a not-to-exceed amount of \$1,415,196.38 for year two (2), resulting in a cumulative not-to-exceed Contract Price of \$2,830,392.76, and extend the Contract for one (1) year. Coston committed to an overall 100% Small Business Enterprise (SBE) participation in the Contract and has achieved 83.79% SBE participation to-date. Amendment No. 1 for the ATL Contract will increase work by a not-to-exceed amount of \$1,566,048.20 for year two (2), resulting in a cumulative not-to-exceed Contract Price of \$3,132,096.40, and extend the Contract for one (1) year. ATL committed to an overall 15.81% Small Business Enterprise (SBE) participation in the Contract. Countywide (DC)

**Background and Justification:** The Contract period may be extended for a defined period of time, not to exceed thirty-six months total Contract Time, upon approval by the Contractor and the Board. Vance’s Contract was designated Primary, Coston’s was Secondary, and ATL’s was Tertiary based on the bid ranking at Contract award.

ATTACHMENT 1

**AMENDMENT NO. 1 TO THE PALM BEACH COUNTY ARTIFICIAL REEF  
AND BREAKWATER ANNUAL CONTRACT, PROJECT NO. 2015ERM01  
DATED MAY 19, 2015 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 19, 2015 (R2015-0649) (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 19, 2015, 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 \$1,178,684.50 (hereinafter "CONTRACT PRICE"), for construction of artificial reefs and breakwater projects throughout Palm Beach County; and

WHEREAS, page 2 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, 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 extend the CONTRACT one (1) year and increase the CONTRACT PRICE by a not-to-exceed amount of \$1,178,684.50 for the second year, with all original terms, conditions and unit prices adhered to, except as modified herein.

**AMENDMENT NO. 1 TO PALM BEACH COUNTY ARTIFICIAL REEF AND BREAKWATER  
ANNUAL CONTRACT, PROJECT NO. 2015ERM01**  
**Page 2**

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 19, 2015 between the CONTRACTOR and the COUNTY is hereby amended to extend the expiration date of the CONTRACT to May 18, 2017.
3. The CONTRACT is hereby amended to increase the not-to-exceed CONTRACT PRICE from \$1,178,684.50 to 2,357,369.00.
4. The CONTRACT is hereby amended by adding the attached Revised Bid Schedule, Page BID FORM-7B (2<sup>ND</sup> YEAR), which is incorporated herein, replacing the CONTRACT Bid Schedule, page BID FORM-7A (1<sup>ST</sup> YEAR).
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 PALM BEACH COUNTY ARTIFICIAL REEF AND BREAKWATER  
ANNUAL CONTRACT, PROJECT NO. 2015ERM01**  
**Page 3**

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

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


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

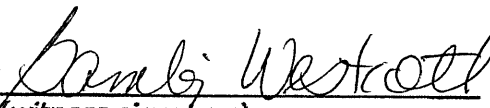
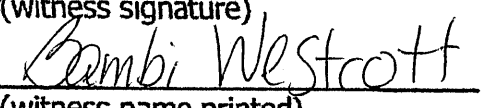
By: \_\_\_\_\_  
Mary Lou Berger, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

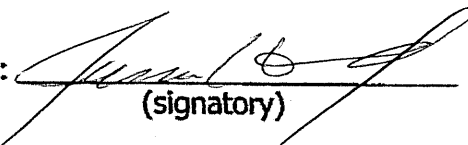
\_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS:

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

  
(witness signature)  
  
(witness name printed)

\_\_\_\_\_  
The Vance Construction Co.  
Contractor

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

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

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



**EXECUTED CONTRACT BID SCHEDULE (2nd YEAR)**

PROJECT NUMBER: 2015ERM01  
PROJECT NAME: Palm Beach County Annual Artificial Reef & Breakwater Annual Contract  
CONTRACTOR NAME: The Vance Construction Co. (Primary Contractor)  
BCC AWARD DATE: 5/17/2016

	BASE BID ITEMS	QTY	UNIT	UNIT COST	TOTAL COST
	<b>General</b>				
1	Turbidity Monitoring/Reporting	40	Day	90.00	3,600.00
2	Turbidity Curtain	200	Foot	6.50	1,300.00
3	Mobilization & Demobilization <sup>1</sup>	3	Work Order	9,000.00	27,000.00
	<b>Materials Supply</b>				
4	Supply Limestone Rock (3' to 4' diameter)	4,560	Ton	45.00	205,200.00
5	Supply Limestone Rock (2' to 3' diameter)	4,850	Ton	50.00	242,500.00
6	Supply Bedding Stone	650	Ton	40.00	26,000.00
7	Supply Sand	0	Ton	9.90	-
8	Supply Filter Fabric	5,100	SY	4.50	22,950.00
	<b>Offshore Limestone Reef Construction</b>				
9	Load/Install Rock	2,300	Ton	22.00	50,600.00
10	Transport Rock <sup>2</sup>	29,700	Ton-Mile	0.31	9,207.00
	<b>Donated Reef Materials</b>				
11	Load/Install Reef Materials	400	Ton	45.00	18,000.00
12	Load/Install Reef Materials with Crane and Diver	150	Ton	45.00	6,750.00
13	Transport Reef Materials <sup>2</sup>	4,950	Ton-Mile	0.75	3,712.50
	<b>Inshore Breakwater/Reef Construction</b>				
14	Load/Install Filter Fabric	3,850	SY	4.50	17,325.00
15	Load/Install Bedding Stone	650	Ton	35.00	22,750.00
16	Load/Install Armor Stone	8,360	Ton	50.00	418,000.00
17	Transport All Materials <sup>2</sup>	117,000	Ton-Mile	0.75	87,750.00
	<b>Miscellaneous Inshore Construction</b>				
18	Load/Install Sand	0	Ton	9.00	-
19	Transport Sand <sup>2</sup>	0	Ton-Mile	1.50	-
	<b>Pilings</b>				
20	Supply Prestressed 14" Square Concrete Piling	120	Linear Foot	17.00	2,040.00
21	Load/Install Concrete Piling in Sand Substrate including 1 sign provided by County	0	Each	2,500.00	-
22	Load/Install Concrete Piling in Rock Substrate including 1 sign provided by County	4	Each	3,500.00	14,000.00
BASE BID (2nd YEAR)					\$ 1,178,684.50

<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 as outlined in Article 22 of the Technical Specifications.

**CONTRACT HISTORY**  
**Palm Beach County Artificial Reef & Breakwater Annual Contract (Primary Contractor)**  
**Project Number 2015ERM01**  
**The Vance Construction Co.**

Contract R2015-0649 dated May 19, 2015 for initial 1 year Term expires on May 18, 2016 for \$1,178,684.50  
Amendment No. 1 (R2016-xxxx) increases Contract for 2nd Year by \$1,178,684.50.  
Amendment No. 1 (R2016-xxxx) extends the Contract for 1 year, expiring on May 18, 2017.  
Contract Not To Exceed: \$2,357,369.00  
SBE Goal: 54.94%

**Work Order Summary:**

WORK ORDER NUMBER	TOTAL/ SBE AMOUNT	ACTUAL* TOTAL/SBE AMOUNT	WORK ORDER DESCRIPTION	DATE / APPROVED BY	COMMENCE- MENT DATE
Amendment No. 1			Increase Contract by \$1,178,684.50 and Extend Contract by 1 Year	BCC	

Total: \$0.00  
SBE: \$0.00  
SBE Participation: #DIV/0!  
  
Contract Balance: \$2,357,369.00  
Report Date: 3/14/2016

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



ATTACHMENT 2

R20150649  
CONTRACTS 49

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of MAY 19 2015, 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 Artificial Reef & Breakwater Annual Contract  
(Primary Contractor)  
**PROJECT NO.:** 2015ERM01

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 15
- 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 Seventy-Eight Thousand Six Hundred Eighty-Four Dollars and Fifty Cents (\$1,178,684.50), 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.

R20150649 MAY 19 2015

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

*Sharon R. Bock*  
Deputy Clerk

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

By: *Shelley Vana*  
Shelley Vana, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

*James E. Vance III*  
Assistant County Attorney

(Corporate Seal)

APPROVED AS TO TERMS AND  
CONDITIONS:

*Daniel Bates*  
Daniel Bates, Deputy Director  
Environmental Resources Management Department

CONTRACTOR:

The Vance Construction Co.  
(Corporate Name)

a Florida corporation  
(insert state of corporation)

By: *James E. Vance Jr.*  
(signatory)

James E. Vance Jr. President  
(print signatory's name & title)

04/16, 2015  
(Contractor's signature date)

225 Southern Boulevard, Suite 201  
(Contractor's Official Address)

West Palm Beach, FL 33405-2768  
(Contractor's City, State, Zip Code)

65-0040853  
(Federal Tax No.)

VC\*13087  
Palm Beach County Vendor #

Same as above  
Payment Remittance Address

ATTACHMENT 3

**AMENDMENT NO. 1 TO THE PALM BEACH COUNTY ARTIFICIAL REEF  
AND BREAKWATER ANNUAL CONTRACT, PROJECT NO. 2015ERM01  
DATED MAY 19, 2015 BY AND BETWEEN  
COSTON MARINE SERVICES, INC. AND PALM BEACH COUNTY  
District #: Countywide**

THIS AMENDMENT to the Palm Beach County Artificial Reef and Breakwater Annual Contract dated May 19, 2015 (R2015-0650) (hereinafter "CONTRACT") by and between Coston Marine Services, Inc., a Florida corporation (hereinafter "CONTRACTOR") and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida (hereinafter "COUNTY").

W I T N E S E T H

WHEREAS, on May 19, 2015, 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 \$1,415,196.38 (hereinafter "CONTRACT PRICE"), for construction of artificial reefs and breakwater projects throughout Palm Beach County; and

WHEREAS, page 2 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, 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 extend the CONTRACT one (1) year and increase the CONTRACT PRICE by a not-to-exceed amount of \$1,415,196.38 for the second year, with all original terms, conditions and unit prices adhered to, except as modified herein.

**AMENDMENT NO. 1 TO PALM BEACH COUNTY ARTIFICIAL REEF AND BREAKWATER  
ANNUAL CONTRACT, PROJECT NO. 2015ERM01**

**Page 2**

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 19, 2015 between the CONTRACTOR and the COUNTY is hereby amended to extend the expiration date of the CONTRACT to May 18, 2017.
3. The CONTRACT is hereby amended to increase the not-to-exceed CONTRACT PRICE from \$1,415,196.38 to 2,830,392.76.
4. The CONTRACT is hereby amended by adding the attached Revised Bid Schedule, Page BID FORM-7B (2<sup>ND</sup> YEAR), which is incorporated herein, replacing the CONTRACT Bid Schedule, page BID FORM-7A (1<sup>ST</sup> YEAR).
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 PALM BEACH COUNTY ARTIFICIAL REEF AND BREAKWATER  
ANNUAL CONTRACT, PROJECT NO. 2015ERM01**  
**Page 3**

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

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


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


By: \_\_\_\_\_  
Mary Lou Berger, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS:

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

  
\_\_\_\_\_  
(witness signature)  
  
Michael Bryson  
\_\_\_\_\_  
(witness name printed)

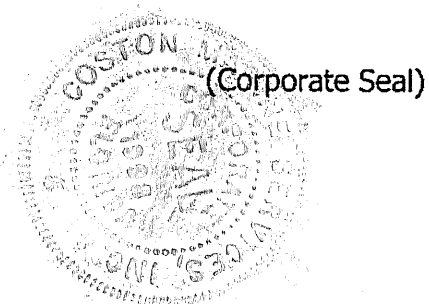
\_\_\_\_\_  
Coston Marine Services, Inc.  
Contractor

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

\_\_\_\_\_  
Daniel L. Coston  
(print signatory's name)

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

\_\_\_\_\_  
65-0850783  
Federal Tax No.



**EXECUTED CONTRACT BID SCHEDULE (2nd YEAR)**

PROJECT NUMBER: 2015ERM01  
PROJECT NAME: Palm Beach County Annual Artificial Reef & Breakwater Annual Contract  
CONTRACTOR NAME: Coston Marine Services, Inc. (Secondary Contractor)  
BCC AWARD DATE: 5/17/2016

	BASE BID ITEMS	QTY	UNIT	UNIT COST	TOTAL COST
	<b>General</b>				
1	Turbidity Monitoring/Reporting	40	Day	275.26	11,010.40
2	Turbidity Curtain	200	Foot	18.53	3,706.00
3	Mobilization & Demobilization <sup>1</sup>	3	Work Order	28,000.00	84,000.00
	<b>Materials Supply</b>				
4	Supply Limestone Rock (3' to 4' diameter)	4,560	Ton	64.88	295,852.80
5	Supply Limestone Rock (2' to 3' diameter)	4,850	Ton	44.30	214,855.00
6	Supply Bedding Stone	650	Ton	30.63	19,909.50
7	Supply Sand	0	Ton	18.69	-
8	Supply Filter Fabric	5,100	SY	2.25	11,475.00
	<b>Offshore Limestone Reef Construction</b>				
9	Load/Install Rock	2,300	Ton	66.00	151,800.00
10	Transport Rock <sup>2</sup>	29,700	Ton-Mile	1.42	42,174.00
	<b>Donated Reef Materials</b>				
11	Load/Install Reef Materials	400	Ton	74.16	29,664.00
12	Load/Install Reef Materials with Crane and Diver	150	Ton	163.23	24,484.50
13	Transport Reef Materials <sup>2</sup>	4,950	Ton-Mile	3.31	16,384.50
	<b>Inshore Breakwater/Reef Construction</b>				
14	Load/Install Filter Fabric	3,850	SY	4.50	17,325.00
15	Load/Install Bedding Stone	650	Ton	33.70	21,905.00
16	Load/Install Armor Stone	8,360	Ton	40.16	335,737.60
17	Transport All Materials <sup>2</sup>	117,000	Ton-Mile	1.00	117,000.00
	<b>Miscellaneous Inshore Construction</b>				
18	Load/Install Sand	0	Ton	17.39	-
19	Transport Sand <sup>2</sup>	0	Ton-Mile	0.94	-
	<b>Pilings</b>				
20	Supply Prestressed 14" Square Concrete Piling	120	Linear Foot	32.89	3,946.80
21	Load/Install Concrete Piling in Sand Substrate including 1 sign provided by County	0	Each	2,848.75	-
22	Load/Install Concrete Piling in Rock Substrate including 1 sign provided by County	4	Each	3,491.57	13,966.28
BASE BID (2nd YEAR)					\$ 1,415,196.38

<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 as outlined in Article 22 of the Technical Specifications.

**CONTRACT HISTORY**  
**Palm Beach County Artificial Reef & Breakwater Annual Contract (Secondary Contractor)**  
**Project Number 2015ERM01**  
**Coston Marine Services, Inc.**

Contract R2015-0650 dated May 19, 2015 for initial 1 year Term expires on May 18, 2016 for \$1,415,196.38  
Amendment No. 1 (R2016-xxxx) increases Contract for 2nd Year by \$1,415,196.38.  
Amendment No. 1 (R2016-xxxx) extends the Contract for 1 year, expiring on May 18, 2017.  
Contract Not To Exceed: \$2,830,392.76  
SBE Goal: 100%

**Work Order Summary:**

WORK ORDER NUMBER	TOTAL/ SBE AMOUNT	ACTUAL* TOTAL/SBE AMOUNT	WORK ORDER DESCRIPTION	DATE / APPROVED BY	COMMENCE- MENT DATE
0650-1	\$159,719.87 \$119,219.87	\$159,719.87 \$119,219.87	Juno Pier Step Reef & Red Harris Foundation Reef	8/5/2015 CRC	8/5/2015
0650-2	\$326,027.33 \$287,823.83		Jewell Cove Shoreline Restoration Project	3/1/2016 BCC	3/14/2016
Amendment No. 1			Increase Contract by \$1,415,196.38 and Extend Contract by 1 Year	BCC	

Total: \$485,747.20  
SBE: \$407,043.70  
SBE Participation: 83.79%  
  
Contract Balance: \$2,344,645.56  
Report Date: 3/14/2016

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

ATTACHMENT 4

R2015-0650  
**CONTRACT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of MAY 19 2015, 20\_\_\_\_, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and COSTON MARINE SERVICES, INC., hereinafter referred to as the "Contractor".

WITNESSETH:

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

**PROJECT NAME:** Palm Beach County Artificial Reef & Breakwater Annual Contract  
(Secondary Contractor)  
**PROJECT NO.:** 2015ERM01

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 15
- 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 Four Hundred Fifteen Thousand One Hundred Ninety-Six Dollars and Thirty-Eight Cents (\$1,415,196.38), 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.

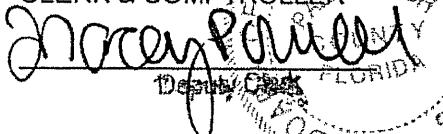


This Contract is for a term not-to-exceed twelve (12) months from the date set forth above, with an optional extension not to exceed thirty-six (36) months total contract time.

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.

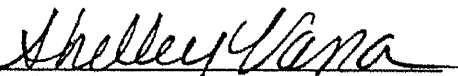
R201540650 MAY 19 2015

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

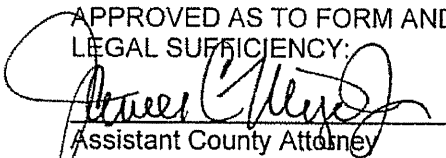
  
Palm Beach County  
Florida

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

By:

  
Shelley Vana, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Assistant County Attorney

(Corporate Seal)

APPROVED AS TO TERMS AND  
CONDITIONS:


  
Daniel Bates, Deputy Director  
Environmental Resources Management Department

CONTRACTOR:

Coston Marine Services, Inc.  
(Corporate Name)

a Florida corporation  
(insert state of corporation)

By:

  
(signatory)  
Daniel L. Coston President  
(print signatory's name & title)

April 13, 2015  
(Contractor's signature date)

228 Hibiscus Street, Suite 4  
(Contractor's Official Address)

Jupiter, FL 33458  
(Contractor's City, State, Zip Code)

65-0850783  
(Federal Tax No.)

COST0014

Palm Beach County Vendor #  
Same as above  
Payment Remittance Address

ATTACHMENT 5

**AMENDMENT NO. 1 TO THE PALM BEACH COUNTY ARTIFICIAL REEF  
AND BREAKWATER ANNUAL CONTRACT, PROJECT NO. 2015ERM01  
DATED MAY 19, 2015 BY AND BETWEEN  
ARBOR TREE AND LAND, INC. AND PALM BEACH COUNTY  
District #: Countywide**

THIS AMENDMENT to the Palm Beach County Artificial Reef and Breakwater Annual Contract dated May 19, 2015 (R2015-0651) (hereinafter "CONTRACT") by and between Arbor Tree and Land, Inc., a Florida corporation (hereinafter "CONTRACTOR") and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida (hereinafter "COUNTY").

W I T N E S E T H

WHEREAS, on May 19, 2015, 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 \$1,566,048.20 (hereinafter "CONTRACT PRICE"), for construction of artificial reefs and breakwater projects throughout Palm Beach County; and

WHEREAS, page 2 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, 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 extend the CONTRACT one (1) year and increase the CONTRACT PRICE by a not-to-exceed amount of \$1,566,048.20 for the second year, with all original terms, conditions and unit prices adhered to, except as modified herein.

**AMENDMENT NO. 1 TO PALM BEACH COUNTY ARTIFICIAL REEF AND BREAKWATER  
ANNUAL CONTRACT, PROJECT NO. 2015ERM01**  
**Page 2**

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 19, 2015 between the CONTRACTOR and the COUNTY is hereby amended to extend the expiration date of the CONTRACT to May 18, 2017.
3. The CONTRACT is hereby amended to increase the not-to-exceed CONTRACT PRICE from \$1,566,048.20 to 3,132,096.40.
4. The CONTRACT is hereby amended by adding the attached Revised Bid Schedule, Page BID FORM-7B (2<sup>ND</sup> YEAR), which is incorporated herein, replacing the CONTRACT Bid Schedule, page BID FORM-7A (1<sup>ST</sup> YEAR).
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 PALM BEACH COUNTY ARTIFICIAL REEF AND BREAKWATER  
ANNUAL CONTRACT, PROJECT NO. 2015ERM01**  
**Page 3**

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

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

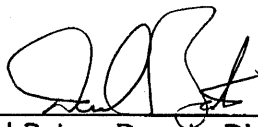
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS:

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

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

Mia Quintero  
\_\_\_\_\_  
(witness name printed)

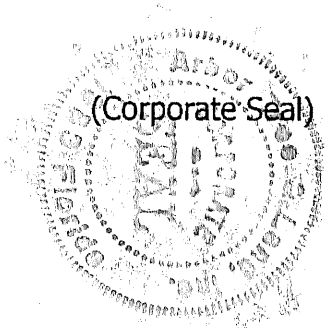
Arbor Tree and Land, Inc.  
\_\_\_\_\_  
Contractor

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

William D. Hodges  
\_\_\_\_\_  
(print signatory's name)

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

59-2384451  
\_\_\_\_\_  
Federal Tax No.



EXECUTED CONTRACT BID SCHEDULE (2nd YEAR)

PROJECT NUMBER: 2015ERM01  
PROJECT NAME: Palm Beach County Annual Artificial Reef & Breakwater Annual Contract  
CONTRACTOR NAME: Arbor Tree and Land, Inc. (Tertiary Contractor)  
BCC AWARD DATE: 5/17/2016

	BASE BID ITEMS	QTY	UNIT	UNIT COST	TOTAL COST
	General				
1	Turbidity Monitoring/Reporting	40	Day	240.00	9,600.00
2	Turbidity Curtain	200	Foot	25.00	5,000.00
3	Mobilization & Demobilization <sup>1</sup>	3	Work Order	25,000.00	75,000.00
	Materials Supply				
4	Supply Limestone Rock (3' to 4' diameter)	4,560	Ton	88.27	402,511.20
5	Supply Limestone Rock (2' to 3' diameter)	4,850	Ton	67.00	324,950.00
6	Supply Bedding Stone	650	Ton	51.36	33,384.00
7	Supply Sand	0	Ton	34.26	-
8	Supply Filter Fabric	5,100	SY	2.16	11,016.00
	Offshore Limestone Reef Construction				
9	Load/Install Rock	2,300	Ton	60.00	138,000.00
10	Transport Rock <sup>2</sup>	29,700	Ton-Mile	1.50	44,550.00
	Donated Reef Materials				
11	Load/Install Reef Materials	400	Ton	66.00	26,400.00
12	Load/Install Reef Materials with Crane and Diver	150	Ton	172.00	25,800.00
13	Transport Reef Materials <sup>2</sup>	4,950	Ton-Mile	0.80	3,960.00
	Inshore Breakwater/Reef Construction				
14	Load/Install Filter Fabric	3,850	SY	4.50	17,325.00
15	Load/Install Bedding Stone	650	Ton	40.00	26,000.00
16	Load/Install Armor Stone	8,360	Ton	37.00	309,320.00
17	Transport All Materials <sup>2</sup>	117,000	Ton-Mile	0.80	93,600.00
	Miscellaneous Inshore Construction				
18	Load/Install Sand	0	Ton	2.25	-
19	Transport Sand <sup>2</sup>	0	Ton-Mile	0.90	-
	Pilings				
20	Supply Prestressed 14" Square Concrete Piling	120	Linear Foot	31.20	3,744.00
21	Load/Install Concrete Piling in Sand Substrate including 1 sign provided by County	0	Each	2,976.00	-
22	Load/Install Concrete Piling in Rock Substrate including 1 sign provided by County	4	Each	3,972.00	15,888.00
BASE BID (2nd YEAR)					\$ 1,566,048.20

<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 as outlined in Article 22 of the Technical Specifications.

**CONTRACT HISTORY**  
**Palm Beach County Artificial Reef & Breakwater Annual Contract (Tertiary Contractor)**  
**Project Number 2015ERM01**  
**Arbor Tree and Land, Inc.**

Contract R2015-0651 dated May 19, 2015 for initial 1 year Term expires on May 18, 2016 for \$1,566,048.20  
Amendment No. 1 (R2016-xxxx) increases Contract for 2nd Year by \$1,566,048.20.  
Amendment No. 1 (R2016-xxxx) extends the Contract for 1 year, expiring on May 18, 2017.  
Contract Not To Exceed: \$3,132,096.40  
SBE Goal: 15.81%

**Work Order Summary:**

WORK ORDER NUMBER	TOTAL/ SBE AMOUNT	ACTUAL* TOTAL/SBE AMOUNT	WORK ORDER DESCRIPTION	DATE / APPROVED BY	COMMENCE MENT DATE
Amendment No. 1			Increase Contract by \$1,566,048.20 and Extend Contract by 1 Year	BCC	

Total: \$0.00  
SBE: \$0.00  
SBE Participation: #DIV/0!  
  
Contract Balance: \$3,132,096.40  
Report Date: 3/14/2016

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

Attachment 6

**CONTRACT**

**R2015-0651**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of MAY 19 2015, 20\_\_\_\_, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and ARBOR TREE AND LAND, INC., hereinafter referred to as the "Contractor".

WITNESSETH:

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

**PROJECT NAME:** Palm Beach County Artificial Reef & Breakwater Annual Contract  
(Tertiary Contractor)

**PROJECT NO.:** 2015ERM01

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 15
- 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

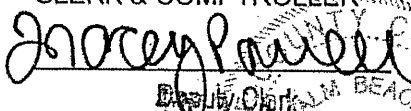
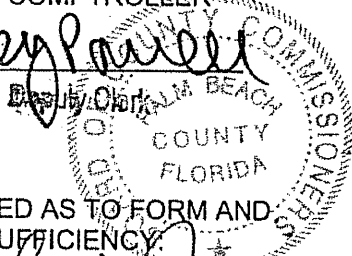
The Contractor acknowledges that the Work described by this Agreement shall be authorized by Work Order(s) and no minimum number or dollar value of Work Order(s) is promised under this Contract. The Contractor agrees to perform each Work Order issued by the County hereunder for the fixed prices to be 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 Five Hundred Sixty-Six Thousand Forty-Eight Dollars and Twenty Cents (\$1,566,048.20), 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.

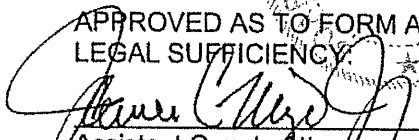
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set its hand and seal the day and year written. The Contractor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

R2015-0651 MAY 19 2015


ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Assistant County Attorney

(Corporate Seal)

  
(witness signature)  
Larry Nadeau  
(witness name printed)

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

By:   
Shelley Vana, Mayor

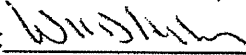
APPROVED AS TO TERMS AND  
CONDITIONS:

  
Daniel Bates, Deputy Director  
Environmental Resources Management Department

CONTRACTOR:

Arbor Tree and Land, Inc.  
(Corporate Name)

a Florida corporation  
(insert state of corporation)

By:   
(signatory)

William D. Hodges, President  
(print signatory's name & title)

April 13<sup>th</sup>, 2015  
(Contractor's signature date)

5796 Western Way  
(Contractor's Official Address)

Lake Worth, FL 33458  
(Contractor's City, State, Zip Code)

59-2384451  
(Federal Tax No.)

ARBO0003

Palm Beach County Vendor #  
P.O. Box 1387, Boynton Beach, FL 33425  
Payment Remittance Address