

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 12, 2021 Consent Regular
 Workshop Public Hearing

Department: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Amendment No. 1 to the Palm Beach County Artificial Reef and Breakwater Annual Contract, Project No. 2018ERM03 (R2019-0225) with Coston Marine Services, Inc. (Coston) to extend the Construction Contract for one (1) year to February 4, 2022; and

B) Amendment No. 1 to the Palm Beach County Artificial Reef and Breakwater Annual Contract, Project No. 2018ERM03 (R2019-0226) with McCulley Marine Services, Inc. (McCulley) to extend the Construction Contract for one (1) year to February 4, 2022.

Summary: On February 5, 2019, the Board of County Commissioners (BCC) approved two annual construction contracts for Palm Beach County Artificial Reef and Breakwater Annual Contract, Project No. 2018ERM03 with Coston (Contractor A) (R2019-0225), a Palm Beach County (County) Small Business Enterprise (SBE) Company, and McCulley (Contractor B) (R2019-0226), a St. Lucie County Company. Coston has been issued one work order totaling \$169,200. McCulley has been issued three work orders totaling \$684,155.72. Amendment No. 1 for the Coston Contract will extend the expiration date of the Contract for one year, from February 4, 2021 to February 4, 2022. Amendment No. 1 for the McCulley Contract will extend the expiration date of the Contract for one year, from February 4, 2021 to February 4, 2022. 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 BCC. Coston’s Contract was designated Primary and McCulley’s was Secondary based on the bid ranking at Contract award.


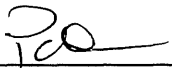
At the time the contracts were solicited, the SBE Ordinance (R2002-0064) was in effect, with award recommendation taking place on October 17, 2018. The SBE participation goal established by the SBE Ordinance is 15% overall.

Coston committed to an overall 20.0% SBE participation in the Contract and has achieved 100% SBE participation to-date. McCulley committed to an overall 15.5% SBE participation in the Contract and has achieved 2.67% SBE participation to-date. McCulley has only been contracted to transport by marine barge and deploy artificial reef material, therefore they have had limited opportunities for SBE participation due to less trucking services needed by the County. McCulley may not meet their overall SBE goal of 15.5% as stated in their three-year Contract. Countywide (YBH)

Background and Justification: The County artificial reef program partners with numerous not-for-profit organizations that donate high quality artificial reef material for offshore deployment by the County. These construction contracts allow for the County to construct multiple projects at once during the calm summer months. This results in a cost savings for the County by being able to group the work into fewer work orders, thereby reducing the mobilization charges.

Attachments:

- 1. Coston Amendment No. 1
- 2. Coston Contract (Contract-1, 2, 3)
- 3. McCulley Amendment No. 1
- 4. McCulley Contract (Contract-1, 2, 3)

| | | |
|------------------------|--|-----------------|
| Recommended by: | ybh  | |
| | Department Director | 12/3/20 |
| | | Date |
| Approved by: |  | 12/20/20 |
| | Deputy County Administrator | Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> | <u>2025</u> |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|
| 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? Yes _____ No _____

Does this item include the use of federal funds? Yes _____ No X

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:

S. Murray

III. REVIEW COMMENTS

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

Lisa M. ... 12/10/2020

 OFMB *12/10* *12/10*

Mr. J. Jaworski 12/17/2020

 Contract Development and Control
12-17-20 TW

B. Legal Sufficiency:

JH 12/18/2020

 for ybh
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AMENDMENT NO. 1 TO THE PALM BEACH COUNTY ARTIFICIAL REEF
AND BREAKWATER ANNUAL CONTRACT, PROJECT NO. 2018ERM03
DATED FEBRUARY 5, 2019 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 February 5, 2019 (R2019-0225) (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 February 5, 2019, 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 \$1,500,795 (hereinafter "CONTRACT PRICE"), for the construction of reef and breakwater projects throughout Palm Beach County; and

WHEREAS, page one (1) of the CONTRACT provides that the CONTRACT may be extended, at the COUNTY'S option for a defined period of time, not to exceed a total of thirty-six (36) months, if the CONTRACTOR and the COUNTY agree; and

WHEREAS, by this AMENDMENT, the CONTRACTOR and the COUNTY mutually agree to extend the CONTRACT one (1) 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.

AMENDMENT NO. 1 TO ARTIFICIAL REEF AND BREAKWATER ANNUAL CONTRACT
PALM BEACH COUNTY PROJECT NO. 2018ERM03

Page 2

2. The CONTRACT dated February 5, 2019 between the CONTRACTOR and the COUNTY is hereby amended to extend the expiration date of the CONTRACT to February 4, 2022.
3. It is the intent of the parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
4. All other provisions of the CONTRACT shall remain in full force and effect.

(Remainder of page intentionally left blank)

AMENDMENT NO. 1 TO ARTIFICIAL REEF AND BREAKWATER ANNUAL CONTRACT
PALM BEACH COUNTY PROJECT NO. 2018ERM03
Page 3

ATTEST:

, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

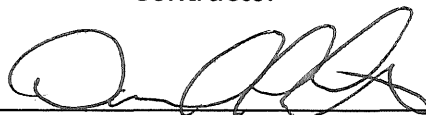
APPROVED AS TO TERMS
AND CONDITIONS:

/s/ Yelizaveta B. Herman
Yelizaveta B. Herman,
Assistant County Attorney

Deborah Drum, Director
Environmental Resources Management
Department

Coston Marine Services, Inc.
Contractor

Michael Bryan
(witness signature)

By: 
(signatory)

MICHAEL BRYAN
(witness name printed)

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

65-0850783
Federal Tax No.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

Client#: 1025566

Original to FSS 10/23/20

CUSTOMAR1

DATE (MM/DD/YYYY) 9/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER (USI Insurance Services, LLC) and INSURED (Coston Marine Services, Inc. & Marine Construction Inc.) information, along with CONTACT NAME (Brian Cronin) and INSURER(S) AFFORDING COVERAGE (XL Specialty Insurance Company, Everest National Insurance Company, Federal Insurance Company).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table listing insurance coverages including Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Equipment Floater, with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As respects to the named insureds operations. Additional Insured and Waiver of Subrogation are included on the General Liability as per written contract.

RE: Palm Beach County Project #2018ERM03 - Artificial Reef & Breakwater Annual Contract. (See Attached Descriptions)

Table with CERTIFICATE HOLDER (Palm Beach County) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.)

DESCRIPTIONS (Continued from Page 1)

Additional Insured Includes: Palm Beach County; c/o Dept. of Environmental Resources Management. The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida), its officers, directors, agents, and employees are named as additional insured under the terms of this policy. Workers Compensation includes USL&H coverage.



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

| | | | | |
|--|--|--|--|--|
| NAMED INSURED: Coston Marine Services Inc | | | | |
| ADDRESS OF NAMED INSURED: 228 Hibiscus St. Ste 4 Jupiter, Fl 33458 | | | | |
| POLICY NUMBER | 695-0258-E10-59I | 688-2778-D06-59 | 687-5329-D02-59 | 927-6476-C16-59A |
| EFFECTIVE DATE OF POLICY | 11/10/20-05/10/21 | 06/10/20-12/10/20 | 10/02/20-04/02/21 | 09/16/20-03/16/21 |
| DESCRIPTION OF VEHICLE (Including VIN) | 2011 Chev C1500 1GCRCREC1HZ183566 | 2018 Chevrolet Silverado 1GB3CYCG3JZ334651 | 2019 GMC K3500 1GT42TCY0KF128446 | 2018 Chevy 1500 3GCPCNEC7JG540853 |
| LIABILITY COVERAGE | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| LIMITS OF LIABILITY | | | | |
| a. Bodily Injury | | | | |
| Each Person | | | | |
| Each Accident | | | | |
| b. Property Damage | | | | |
| Each Accident | | | | |
| c. Bodily Injury & Property Damage | | | | |
| Single Limit | | | | |
| Each Accident | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 |
| PHYSICAL DAMAGE COVERAGES | | | | |
| a. Comprehensive | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible |
| b. Collision | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible |
| EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| HIRED CAR LIABILITY COVERAGE | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |

| | | | |
|---|---|-----------------------------|--------------------|
| Signature of Authorized Representative | CSR Title | 6569 Agent's Code Number | 11/17/2020 Date |
| Name and Address of Certificate Holder Palm Beach County Dept. of Environmental Resources Management (ERM) Engineering Services Section 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743 | Name and Address of Agent JIM JARAMILLO INSURANCE AGENCY 7100 FAIRWAY DR. SUITE 40 PALM BEACH GARDENS, FL 33418 | | |

INTERNAL STATE FARM USE ONLY: Request permanent Certificate of Insurance for liability coverage.
 Request Certificate Holder to be added as an Additional Insured.



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
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has coverage in force for the following Named Insured as shown below:

| | | | | |
|--|--|--|--|---|
| NAMED INSURED: Coston Marine Services Inc | | | | |
| ADDRESS OF NAMED INSURED: 228 Hibiscus St. Ste 4 Jupiter, FL 33458 | | | | |
| POLICY NUMBER | 975-2298-B15-59E | E87 8335-C07-59 | E48 7330-C29-59A | |
| EFFECTIVE DATE OF POLICY | 08/15/20-02/15/21 | 09/07/20-03/07/21 | 09/29/20-03/29/21 | |
| DESCRIPTION OF VEHICLE (Including VIN) | 2017 Subaru Forester JF2SJAEC6HH491493 | 2016 Chevrolet C1500 1GCRCNEH6GZ320939 | 2016 Ford F450 1FD0X4GT9GEC75457 | |
| LIABILITY COVERAGE | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| LIMITS OF LIABILITY | | | | |
| a. Bodily Injury | | | | |
| Each Person | | | | |
| Each Accident | | | | |
| b. Property Damage | | | | |
| Each Accident | | | | |
| c. Bodily Injury & Property Damage | | | | |
| Single Limit | | | | |
| Each Accident | 1,000,000 | 1,000,000 | 1,000,000 | |
| PHYSICAL DAMAGE COVERAGES | | | | |
| a. Comprehensive | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible | <input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible |
| b. Collision | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible | <input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible |
| EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| HIRED CAR LIABILITY COVERAGE | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES <input type="checkbox"/> NO |

| | | | |
|---|---|-----------------------------|--------------------|
| Signature of Authorized Representative | CSR Title | 6569 Agent's Code Number | 11/17/2020 Date |
| Name and Address of Certificate Holder Palm Beach County Dept. of Environmental Resources Management (ERM) Engineering Services Section 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743 | Name and Address of Agent JIM JARAMILLO INSURANCE AGENCY 7100 FAIRWAY DR. SUITE 40 PALM BEACH GARDENS, FL 33418 | | |

INTERNAL STATE FARM USE ONLY: Request permanent Certificate of Insurance for liability coverage.
 Request Certificate Holder to be added as an Additional Insured.

R2019 0225
CONTRACT

THIS CONTRACT, made and entered into this _____ day of FEB 05 2019, 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 and Breakwater Annual Contract
PROJECT NO.: 2018ERM03
Contractor A

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 and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form. The Contract consist of the following documents which are incorporated herein by reference.

- A - Bidding Documents - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments, including Bid Bond
- B - Contract Forms - Guarantee, Insurance certificates, Public Construction Bond Forms
- C - Contract Conditions - General Conditions and Supplemental Conditions, if included
- D - Appendices
- E - Technical Specifications and attached Figures, Tables, Attachments, Appendices
- F - Addenda
- G - Sealed Bid
- H - Permits, Submittals, Drawings, Plans, Shop Drawings, Change Orders, Field Orders, Work Order Directives, Written Amendments, Work Orders and Work Order Supplements when approved.

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 thousand, seven hundred ninety-five dollars (\$1,500,795.00) ("Contract Price"), 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 an initial term not-to-exceed two (2) years from the date set forth above, with an optional extension for an additional, not-to-exceed one (1) year.

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.

R2019 0225 FEB 05 2019

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Assistant County Attorney

(Corporate Seal)

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

By:

Mayor Mack Bernard

APPROVED AS TO TERMS AND
CONDITIONS:

Deborah Drum, Director
Environmental Resources Management Department

CONTRACTOR:

COSTON MARINE SERVICES, INC.
(Corporate Name)

a Florida corporation
(insert state of corporation)

By:

(signatory)

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

October 22, 2018
(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

(witness signature)

Michael Bernard
(witness name printed)

**CERTIFICATE
(Corporation)**

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

1. That he/she is the Secretary of COSTON MARINE SERVICES, INC., 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 14 day of JULY, 201998, 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 DANIEL COSTON (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 22 day of OCTOBER, 2018.

(CORPORATE SEAL)

[Signature]
(Signature)

DANIEL COSTON - PRESIDENT
(Print Signatory's name)
Its Secretary

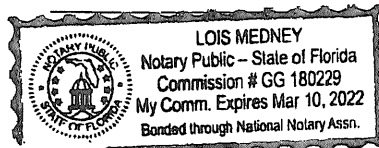
SWORN TO AND SUBSCRIBED before me this 22ND day of OCTOBER, 2018, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

[Signature]
(Notary Signature)

LOIS MEDNEY
(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large
My Commission Expires:

END OF SECTION



**AMENDMENT NO. 1 TO THE PALM BEACH COUNTY ARTIFICIAL REEF
AND BREAKWATER ANNUAL CONTRACT, PROJECT NO. 2018ERM03
DATED FEBRUARY 5, 2019 BY AND BETWEEN
McCULLEY MARINE SERVICES, INC. AND PALM BEACH COUNTY
District #: Countywide**

THIS AMENDMENT to the Palm Beach County Artificial Reef and Breakwater Annual Contract dated February 5, 2019 (R2019-0226) (hereinafter "CONTRACT") by and between McCulley Marine Services, Inc., a Florida corporation (hereinafter "CONTRACTOR") and Palm Beach County, a political subdivision of the State of Florida, by and through its the Board of County Commissioners (hereinafter "COUNTY").

W I T N E S E T H

WHEREAS, on February 5, 2019, the CONTRACTOR and COUNTY entered into the 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 \$1,478,743 (hereinafter "CONTRACT PRICE"), for the construction of reef and breakwater projects throughout Palm Beach County; and

WHEREAS, the CONTRACT provides that the Contract term may be extended, at the COUNTY's option for a defined period of time, not to exceed a total of thirty-six (36) months, if the CONTRACTOR and the COUNTY agree; and

WHEREAS, by this AMENDMENT, the CONTRACTOR and the COUNTY mutually agree to extend the CONTRACT one (1) 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.

AMENDMENT NO. 1 TO ARTIFICIAL REEF AND BREAKWATER ANNUAL CONTRACT
PALM BEACH COUNTY PROJECT NO. 2018ERM03

Page 2

2. The CONTRACT dated February 5, 2019 between the CONTRACTOR and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from February 4, 2021 to February 4, 2022.
3. It is the intent of the parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
4. All other provisions of the CONTRACT, as amended, shall remain in full force and effect.

(Remainder of page intentionally left blank)

AMENDMENT NO. 1 TO ARTIFICIAL REEF AND BREAKWATER ANNUAL CONTRACT
PALM BEACH COUNTY PROJECT NO. 2018ERM03
Page 3

ATTEST:

PALM BEACH COUNTY, FLORIDA, A
Political Subdivision of the State of
Florida, by and through its
Board of County Commissioners

, Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS
AND CONDITIONS:

/s/ Yelizaveta B. Herman
Yelizaveta B. Herman,
Assistant County Attorney

Deborah Drum, Director
Environmental Resources Management
Department

McCulley Marine Services, Inc.
Contractor

JoAnne Ketter
(witness signature)

By: John W. McCulley
(signatory)

JoAnne Ketter
(witness name printed)

John W. McCulley, Vice President
(print signatory's name & title)

65-0467519
Federal Tax No.

Certificate of Insurance

Issued By

Edgewood Partners Insurance Center

ONE STATE STREET PLAZA, 9TH FLOOR
NEW YORK, NY 10004

RECEIVED
NOV 30 2020

Issued to: Palm Beach County c/o ERM
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

ENVIRONMENTAL RESOURCES MANAGEMENT

This is to Certify that *insurance has been issued as follows:*

Assured: Pine Island Towing Company, Inc. and McCulley Marine Services, Inc.

The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida), their officers, directors, agents and employees are named as an Additional Insured as their rights and interests may appear.

Re: PBC Artificial Reef and Breakwater Annual Contract (Contractor B) and the project # 2018ERM03.

Coverage: 1) Hull & Machinery including Collision & Tower's Liability and P&I including Crew
2) Comprehensive Marine General Liability including Stevedore's and Salvor's Legal Liability
3) Property / Contractor's / Rental Package Policy
4) Pollution Liability
5) Excess Liability
6) Worker's Compensation including Employer's Liability & USL&H

Limits: 1) To Scheduled Hull Values plus \$1,000,000 C.S.L P&I Limit of \$1,000,000
2) \$1,000,000 any one accident
3) \$500,000 scheduled property any one occurrence or Rented / Leased as may be declared
4) \$5,000,000 any one accident
5) To \$4,000,000 any one accident excess of Underlying Liability Policies including P&I, Pollution, MGL, Employers Liability, & Auto
6) Statutory / \$1,000,000

Security: 1&2) OneBeacon Insurance Group (IMU)
3) Allianz
4) Lloyds through (EPG)
5) New York Marine & General (ProSight) & Starstone
6) StarNet Insurance Company

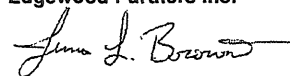
Policy Numbers: 1) B5JH56190
2) 2486346-1
3) MXI93058185
4) EPG-06266-09
5) ML2020000015
6) KEY0135511

Term: 1) 11/18/2020 – 11/18/2021
2) 5/20/2020 – 5/20/2021
3) 4/24/2020 – 4/24/2021
4) 3/14/2020 – 3/14/2021
5) 7/2/2020 – 7/2/2021
6) 10/6/2020 – 10/6/2021

This Certificate of Insurance is listed as a matter of information only and confers no rights upon the Certificate Holder. This Certificate neither affirmatively nor negatively amends, extends or alters the coverage afforded by those policy(ies) indicated above. This Certificate of Insurance does not constitute a contract between the insurers, representatives, the producer and / or the Certificate Holder.. This Certificate shall replace and supersede any previous certificate issued. Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days prior written notice to the above name certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon that company or this agency.

Dated, this 23rd day of November 2020

Edgewood Partners Ins.



Jenna L. Brown
Vice President

R2019 0226
CONTRACT

THIS CONTRACT, made and entered into this _____ day of FEB 05 2019, 20____, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and McCULLEY 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 and Breakwater Annual Contract
PROJECT NO.: 2018ERM03
Contractor B

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 and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form. The Contract consist of the following documents which are incorporated herein by reference.


- A - Bidding Documents - Invitation for Bid, Instructions to Bidders, Bid Form and Attachments, including Bid Bond
- B - Contract Forms - Guarantee, Insurance certificates, Public Construction Bond Forms
- C - Contract Conditions - General Conditions and Supplemental Conditions, if included
- D - Appendices
- E - Technical Specifications and attached Figures, Tables, Attachments, Appendices
- F - Addenda
- G - Sealed Bid
- H - Permits, Submittals, Drawings, Plans, Shop Drawings, Change Orders, Field Orders, Work Order Directives, Written Amendments, Work Orders and Work Order Supplements when approved.

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 seventy-eight thousand, seven hundred forty-three dollars (\$1,478,743.00) ("Contract Price"), 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 an initial term not-to-exceed two (2) years from the date set forth above, with an optional extension for an additional, not-to-exceed one (1) year.

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.

R2019 0226 FEB 05 2019

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: *Mack Bernard*
Mayor Mack Bernard

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

Deborah Drum
Deborah Drum, Director
Environmental Resources Management Department

(Corporate Seal)

CONTRACTOR:

McCULLEY MARINE SERVICES, INC.
(Corporate Name)

a Florida corporation
(insert state of corporation)

By: *John W. McCulley*
(signatory)

John W. McCulley, V. President
(print signatory's name & title)

November 7, 2018
(Contractor's signature date)

2309 North Old Dixie Highway
(Contractor's Official Address)

Ft. Pierce, FL 34946
(Contractor's City, State, Zip Code)

65-0467519
(Federal Tax No.)

Palm Beach County Vendor #
Same as above

Payment Remittance Address

Joanne Ketter
(witness signature)

Joanne Ketter
(witness name printed)

**CERTIFICATE
(Corporation)**

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

1. That he/she is the **Secretary** of McCulley Marine Services, Inc., 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 7 day of November, 20 18, 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 John W. McCulley (name), the V. 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 7 day of November, 20 18.

(CORPORATE SEAL)

John W. McCulley
(Signature)
John W. McCulley
(Print Signatory's name)
Its Secretary

SWORN TO AND SUBSCRIBED before me this 7 day of November, 20 18, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did Not take an oath.

Susan Grace Miller
(Notary Signature)

Susan Grace Miller
(Print Notary's Name) **NOTARY PUBLIC**



NOTARY PUBLIC
State of Florida at Large
My Commission Expires:
09/09/2019

END OF SECTION