SECOND AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT

Clerk Tracking No. 20/7 - 00062 (15-00012)

THIS SECOND AMENDMENT (the "Second Amendment") to the Contract for Services is made and entered into this <u>17th day of May 2017</u> by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and MCCULLEY MARINE SERVICES, INC., a Florida Corporation authorized to do business in Florida (the "Contractor").

WHEREAS, the City and the Contractor entered into that certain Agreement on October 1, 2014; Collier County Bid No. ITB 13-6131 and Clerk Tracking No. 14-00126 (the "Original Agreement") to furnish services for an Artificial Reef Program (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this Second Amendment so that the Contractor will provide additional services and an extension of the project end date pursuant to the terms and conditions contained herein.

WHEREAS, the parties are required by 119.0701 F.S. to amend the Original Agreement so that the CITY and CONTRACTOR will abide by the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

- The above recitals are true and correct and are incorporated herein by this Reference.
- "Article Three, Time" shall be amended for the provision of an extension of the Project end date of June 19, 2018 with a 60-day Project Close-out time frame. Project: Artificial Reef Program.
- 3. "Article Four, Compensation" shall be amended for the provision of additional reefs being placed by the Contractor per the Agreement's Exhibit B Basis of Compensation which is attached and made part of this Second Amendment as Exhibit A-1. The amount of reef materials to be placed is determined by private donations. Said amount of donations is estimated at \$100,000.00 dollars over the course of this Second Amendment. This Second Amendment does not guarantee Contractor any additional funding, but does allow the City to process change orders for increased work at the unit prices listed in Exhibit A-1 which is attached and made a part of this Second Amendment.
- "Article Five, Maintenance of Records" shall be amended to add Articles
 and 5.3 as indicated below and made a part of this Amendment.

Rev. 07/01/2016 CA SA Amendment gls/rdp

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the City Clerk, City of Naples Custodian of Public Records, at Telephone: 239-213-1015, Email: PublicRecordsRequests@naplesgov.com; Address: 735 8th Street South; Naples, Florida 34102. Mailing address: same as street address.

5.3 The CONTRACTOR shall:

- Keep and maintain public records required by the CITY to perform the service.
- Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
- 4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 5. The terms of this Second Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement, any exhibits or attachments which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof.

- All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this Second Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
- 7. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Contractor have caused this Second Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST: By: atuca Company Patricia L. Rambosk, City Clerk Approved as to form and legal sufficience	CITY: CITY OF NAPLES, FLORIDA By: Reinter Acting City Ma By: A. William Moss, City Manager Ey:
By: Ames D. From Robert D. Pritt, City Attorney	
	CONTRACTOR:
CONTRACTOR: Susan J. Miller Witness (Signature) Printed Name: Susan G. Miller	MCCULLEY MARINE SERVICES, INC. 2309 North Old Dixie Highway Fort Pierce, Florida 34946 Att: John W. McCulley, Vice President By: McCulley, Vice President Printed Name: John W. McCulley Title: Vice President FEI/EIN Number: On File A Florida Profit Corporation (FL)

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FIRST AMENDMENT TO AGREEMENT (CONSTRUCTION SERVICES)

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Construction Services is made and entered into this 21st day of January, 2015 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "City"), and MCCULLEY MARINE SERVICES, INCORPORATED a Florida Profit Corporation (the Contractor").

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Construction Services, dated October 1, 2014 (the "Original Agreement") (Reference Original Collier County Bid No. ITB 13-6131 and Original Clerk Tracking No. 14-00126 for services associated with an Artificial Reef Program - BP Claim No. 185-873: First Amendment: Additional Time and Services. ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will be provided additional time and Contractor will provide additional services pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

- The above recitals are true and correct and are incorporated herein by this 1. Reference.
- "Article Three, Time" shall be amended to March 31, 2017. Note, Grant time 2. frame of March 31, 2015 related to BP Claim No. 185-873 will remain the same unless extended in writing. Addition of time will allow the provision the Contractor will have for the completion of additional reefs being placed as funding is created by private donations over and above the BP Grant and close out of the Project: Artificial Reef Program - BP Claim No. 185-873.
- "Article Four, Compensation" shall be amended for the provision of additional 3. reefs being placed by the Contractor per the Agreement's Exhibit B Basis of Compensation which is attached and made part of this First Amendment as Exhibit A-1. The amount of reefs to be placed is determined by private donations over and above the original BP Grant of \$313,650.00. Said amount of donations is estimated to be an additional \$300,000.00 dollars over the course of this Agreement. This First Amendment does not quarantee Contractor any additional funding, but does allow the City to process change orders for increased work at the unit prices listed in Exhibit A-1.

- The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
- This First Amendment may be executed in any number of counterparts, each 5. of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

Amendment to be duly executed by their duly a	nd the Contractor have caused this First authorized officers, all as of the day and year
first above written.	CITY:
	CITT.
ATTEST:	CITY OF NAPLES, FLORIDA
By: Wild Sond Deput City Clark for Patricia L. Rambosk, City Clerk	By: Challes Manager A. William Moss, City Manager
Approved as to form and legal sufficiency:	
By: Robert D. Pritt, City Attorney	
	MCCULLEY MARINE SERVICES, INC. 2309 North Old Dixie Highway Fort Myers, Florida 34946 Att: John W. McCulley, Vice President FEI/EIN Number: 65-0467519 (FL)
Witness (Signature)	By: My Culled (Signature)
Printed JoAnne Ketter	Printed John W. MS Culley
	Title: Vice President
Amendment to Services Agreement	

McCulley Marine Services Ref: Collier County Bid: ITB 13-6131 Exhibit A-1 :: Basis of Compensation Ref: Clerk Tracking No. 14-00126

1 of 1

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Exhibit B.

Retainage: (N/A) Not applicable to this Agreement.

				McCulle Ser Ft. Pie	es	
	Description	QTY	Unit	Unit Price		Total
Phas	se One - Artificial Reef Material Deployment (1)	+				
-	Artificial Reef Material Deployed between 0 to 14 Miles	2500	Ton	\$64.75	\$	161,875.00
	Artificial Reef Material Deployed between 14 to 35 Miles	2000	Ton	\$74.75	\$	149,500.00
	se Two - Artificial Reef Fabricated Structures (2)					
3	8ft Modules	0	Ea.	\$2,630.00	\$	
4	12ft Modules	0	Ea.	\$5,030.00	\$	
Add	itional Fabricated Structures (2)					
5	Installation and Creation of Plaques	0	Ea.	\$250.00	\$	
6	8ft Modules	0	Ea.	\$2,022.00	\$	+
7	8ft Modules	0	Ea.	\$2,016.00	\$	
8	8ft Modules	0	Ea.	\$1,954.00	\$	-
9	12ft Modules	0	Ea.	\$3,441.00	\$	
10	12ft Modules	0	Ea	\$3,430.00	\$	-
11	12ft Modules	0	Ea	\$3,322.00	\$	
Coll	ection of C&D Material Beyond the 17 mile Range (3)					
12	Zone A - 17 to 30 miles away from the Barge Staging Area	0	Ton	\$3.65	\$	
13	Zone B - 30 to 40 miles away from the Barge Staging Area	0	Ton	\$9.43	\$	
14	Zone C - 40 to 50 miles away from the Barge Staging Area	0	Ton	\$11.85	\$	+
	Estimated Phase One Deployed Tonnage - Subject to Chan	ge			\$	311,375.00
	Stated Phase One amount will allow the creation of 9 reefs, deploying a total of approximately 4,500 tons, pursuant to the awarded BP Grant funds.	ie				
	Current BP Grant Dollar Amount as indicated in Article 4.1				\$	313,650.00
-	The state of the s				$\overline{}$	

END OF EXHIBIT B



March 3, 2017

Mr. John W. McCulley, Vice President McCulley Marine Services, Inc. FAX: 772-460-9701 Email: boo@mcculleymarine.com

RE: Contract Renewal for # 13-6131 "Artificial Reef Program"

Dear Mr. McCulley:

Collier County would like to renew the above contract under the same terms and conditions for one (1) additional year in accordance with the renewal clause in the contract. This renewal is contingent upon Project Manager approval.

If you are agreeable please indicate your intentions by providing the information requested below and executing the acceptance section:

x	I am agreeable to renewing the above referenced contract under the same terms, conditions, and pricing as the existing contract. The following attached documentation must be provided with your response.
	An updated and current insurance certificate
44	I am not agreeable to the renewal of this contract.

By executing the section below,

this contract will be in effect from June 20, 2017 until June 19, 2018.

20	Acceptance of Contract Renewal	
Company Name	McCulley Marine Services, Inc.	
Company Signature	IN Mehly	
Print Name (John W. McCulley, Vice-President	
Signature Date	3/27/16	

Page 2 of 2

RE: Contract Renewal for # 13-6131 "Artificial Reef Program"

	Updated Contact Information
(On	ly if addressee information on the first page is incorrect)
Contact Name	
Telephone Number	
FAX Number	
Email Address	

Please take a moment to review the Collier County Online Bidding System and refresh your business profile information. Log into the County's site at: http://bid.colliergov.net/bid/, select My Profile and My Commodities, and review information and commodities to ensure they accurately reflect your business.

Please return this letter to the Procurement Services Division with your response and insurance certificate at your earliest convenience. If you have any questions you may contact Lissett De La Rosa at 239-252-6020, email lissettdelarosa@colliergov.net or FAX 239-252-2860.

Respectfully,

Edward F. Coyman Jr.

Director - Procurement Services Division

C: Dan Rodriguez, Solid Waste

AGREEMENT 13-6131

for

Artificial Reef Program

THIS AGREEMENT is made and entered into this 10th day of 2014, by and between the Board of County Commissioners for Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County" or "Owner") and McCulley Marine Services, Inc., authorized to do business in the State of Florida, whose business address is 2309 N. Old Dixie Highway, Ft. Pierce, Florida 34946 (hereinafter referred to as the "Contractor").

WITNESSETH:

- 1. COMMENCEMENT. The Contractor shall commence the work upon issuance of a Notice to Proceed or as specified in a Purchase Order. The contract shall be for a three (3) year period, commencing on Date of Board award and terminating three (3) years from that date, or until such time as all outstanding Purchase Orders issued prior to the expiration of the Agreement period have been completed. This contract shall have three (3) additional, one (1) year renewals, renewable annually. The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.
- STATEMENT OF WORK: The Contractor shall provide reef material and/or deployment services for Public Utilities Department in accordance with the terms and conditions of ITB #13-6131 and the Contractor's proposal referred to herein and made an integral part of this agreement.

This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Contractor and the County project manager or his designee, in compliance with the County Purchasing Ordinance and Procedures in effect at the time such services are authorized.

- 3. <u>COMPENSATION</u>: The County shall pay the Contractor for the performance of this Work pursuant to the prices offered by the Contractor in his response to ITB #13-6131 per Exhibit A, attached herein and incorporated by reference or subsequent quotes. Any County Agency may utilize the services offered under this contract, provided sufficient funds are included in the budget(s). This contract will be purchase order driven.
- 4. <u>NOTICES</u>: All notices required or made pursuant to this Agreement to be given by the County to the Contractor shall be made in writing and shall be delivered by hand, by fax, e-mail, or by the United States Postal Service Department, first class mail service, postage prepaid, addressed to the following Contractor's address of record:

John W. McCulley, Vice President McCulley Marine Services, Inc. 2309 N. Old Dixie Highway Ft. Pierce, Florida 34946 Phone: (772) 489-6069 Fax: (772) 460-9701 Fax

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All notices required or made pursuant to this Agreement to be given by the Contractor to the County shall be in writing and shall be delivered by hand, by fax, e-mail, or by United States Postal Service Department, first class mail service, postage prepaid, addressed to the following County's address of record:

Collier County Government Complex
Purchasing Department
3327 East Tamiami Trail
Naples, Florida 34112
Purchasing/General Services Director
Phone: 239-252-8407
Fax: 239-252-6584

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Service Agreement must be in writing.

- NO PARTNERSHIP: Nothing herein contained shall create or be construed as creating a
 partnership between the County and the Contractor or to constitute the Contractor as an agent
 of the County.
- 6. PERMITS: LICENSES: TAXES: In compliance with Section 218.80, Florida Statutes, all permits necessary for the prosecution of the Work shall be obtained by the Contractor. Payment for all such permits issued by the County shall be processed internally by the County. Contractor is not responsible for paying for permits issued by Collier County, but is responsible for acquiring all permits. Owner may require the Contractor to deliver internal budget transfer documents to applicable Collier county agencies when the Contractor is acquiring permits.

All permits, fees and licenses necessary for the prosecution of the Work which are not issued by Collier County shall be acquired and paid for by the Contractor. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

- 7. NO IMPROPER USE: The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, county facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Contract of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.
- 8. <u>TERMINATION</u>: Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County and requirements of this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.
- NO DISCRIMINATION: The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

- 10. INSURANCE, PAYMENT & PERFORMANCE BONDS: The Contractor shall provide insurance as follows:
 - A. <u>Commercial General Liability</u>: Coverage shall have minimum limits of \$2,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent contractors; Products and Completed Operations and Contractual Liability.
 - B. <u>Business Auto Liability</u>: Coverage shall have minimum limits of \$2,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
 - C. <u>Workers' Compensation</u>: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum limit of \$1,000,000 for each accident.

<u>Special Requirements</u>: Collier County Board of County Commissioners shall be listed as the Certificate Holder and included as an <u>Additional Insured</u> on the Comprehensive General Liability.

- D. <u>United States Longshoreman's and Harborworker's Act</u> coverage shall be maintained where applicable to the completion of the work with a limit of \$2,000,000 Per Occurrence
- E. <u>Maritime Coverage</u> (Jones Act) shall be maintained where applicable to the completion of the work with a limit of \$2,000,000 Per Occurrence

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. Renewal certificates shall be sent to the County ten (10) days prior to any expiration date. There shall be a thirty (30) day notification to the County in the event of cancellation or modification of any stipulated insurance coverage.

Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide County with certificates of insurance meeting the required insurance provisions.

F. BONDS.

- A. When a construction project is in excess of \$200,000, the Contractor shall be required to provide Payment and Performance Bonds.
- B. When required by Owner, the Contractor shall furnish a Performance and/or Payment Bond prior to commencing performance, for the full amount of the Work, which shall act as a security guaranteeing the performance of the Contractor's work and the payment by the Contractor to any other party (ies) providing labor and/or materials in connection with each construction or renovation project performed by the Contractor. The bonds shall be furnished using the forms prescribed in Exhibit "P"
- C. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five

- (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.
- 11. <u>INDEMNIFICATION</u>: To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Collier County.
- 11.1 The duty to defend under this Article 11 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 11 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 12. PAYMENTS WITHHELD. Owner may decline to approve any invoice, or portions thereof, because of defective or incomplete work, subsequently discovered evidence or subsequent inspections. The Owner may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Contractor under this Agreement or any other agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (c) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (d) reasonable indication that the Work will not be completed within the Contract Time; (e) unsatisfactory prosecution of the Work by the Contractor; or (f) any other material breach of the Contract Documents. If any conditions described above are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense.
- 13. <u>SUBMITTALS AND SUBSTITUTIONS</u>. Any substitution of products/materials from specifications shall be approved in writing by Owner in advance.
- 14. CHANGES IN THE WORK. Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon modification of the Purchase Order by Owner, and Owner shall not be liable to the Contractor for any increased compensation without such modification. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any modifications to this Contract shall be in compliance with the County Purchasing Ordinance and Procedures in effect at the time such modifications are authorized.
- 15. <u>ADDITIONAL ITEMS/SERVICES.</u> Additional items and/or services may be added to this contract in accordance with the Purchasing Procedures.



- 16. <u>COMPLIANCE WITH LAWS</u>. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(d) and (3)), ordinances). If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Owner in writing.
- 17. <u>CLEAN UP</u>. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.
- 18. <u>ASSIGNMENT</u>. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward Owner.
- 19. WARRANTY. Contractor expressly warrants that the goods, materials and/or equipment covered by this Agreement will conform to the requirements as specified, and will be of satisfactory material and quality production, free from defects, and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. Any services provided under this Agreement shall be provided in accordance with generally accepted professional standards for the particular service. These warranties shall survive inspection, acceptance, passage of title and payment by the County.
- 20. STANDARDS OF CONDUCT: PROJECT MANAGER, SUPERVISOR, EMPLOYEES. The Contractor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Contractor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.
- 21. TESTS AND INSPECTIONS. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the Owner the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Owner.

22. PROTECTION OF WORK.

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

- B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- C. Contractor shall not disturb any benchmark established by the Owner with respect to the Project. If Contractor, or its subcontractors, agents or anyone, for whom Contractor is legally liable, disturbs the Owner's benchmarks, Contractor shall immediately notify Owner. The Owner shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by Owner associated therewith.
- 23. <u>EMERGENCIES</u>. In the event of any emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from Owner is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a written Order shall be issued to document the consequences of the changes or variations.

If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

- 24. <u>CONTRACT ADMINISTRATION</u>. This Agreement shall be administered on behalf of the County by the Public Utilities Division.
- 25. <u>COMPONENT PARTS OF THIS CONTRACT</u>. This Contract consists of the attached or referenced component parts, all of which are as fully a part of the Agreement as if herein set out verbatim, including: Exhibits A and B, Contractor's Proposal, Insurance Certificate, ITB #13-6131 any addenda, etc, made or issued pursuant to this Agreement.
- 26. PROHIBITION OF GIFTS TO COUNTY EMPLOYEES. No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.
- 27. <u>SUBJECT TO APPROPRIATION</u>. It is further understood and agreed, by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.
- 28. <u>SALES TAX.</u> Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. No markup shall be applied to sales tax.
- 29. <u>IMMIGRATION LAW COMPLIANCE.</u> By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located

- at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.
- 30. <u>VENUE</u>. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
- 31. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES. Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.
- 32. <u>AGREEMENT TERMS.</u> If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
- 33. <u>SECURITY</u>. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Department for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years
- 34. <u>DISPUTE RESOLUTION</u>. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Statute.
- 35. <u>SAFETY.</u> All contractors and subcontractors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Collier County Government has authorized the Occupational Safety and Health Administration (OSHA) to enter any Collier County Facility, property and/or right-of-way for the purpose of inspection of any Contractor's work operations. This provision is non-negotiable by any department and/or Contractor.

All applicable OSHA inspection criteria apply as well as all Contractor rights, with one exception. Contractors do not have the right to refuse to allow OSHA onto a project that is being performed on Collier County Property. Collier County, as the owner of the property where the project is taking place shall be the only entity allowed to refuse access to the project. However, this decision shall only be made by Collier County's Risk Management Department Safety Manager and/or Safety Engineer.

******	Remainder	of	page	intentionally	left	blank	******

IN WITNESS WHEREOF, the Contractor and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

Dwight E. Brock, Clerk of Courts

Dated:

Attest as to Chairman's signature only.

Second Witness

Joshua McCuller Type/Print Witness Name BOARD OF COUNTY COMMISSIONERS COLLIER COUNTY, FLORIDA

Tom Henning, Chairman

McCulley Marine Services, Inc.

Contractor

Signature

Typed Signature

Title

Approved as to form and legality

Assistant County Attorney

Exhibit A - Price Schedule (pages immediately following)

PM: Angel Rodriguez PS: Brenda Brilhart

EXHIBIT A ITB 13-6131 Artificial Reef Program

Artificial Reef ITB 13-6					
Description	QTY	Unit	Onit Price	Τ	Total
Phase One - Artificial Reef Material Deployment (1)		6 10	7		
1 Artificial Reef Material Deployed between 0 to 14 Miles	at. ii	Jon *	64.75	\$	64.75
2 Artificial Reef Material Deployed between 14 to 35 Miles	1111	Ton	74.75	S	74.75
Phase Two - Artificial Reef Fabricated Structures (2)	the Bra				
3 8ft Modules	75	Ea	2630	S	197,250.00
4 12ft Modules	75	Ea.	5030	\$	377,250.00
Additional Fabricated Structures (2)					
5 Installation and Creation of Plage	1	Ea.	250	\$	250.00
6 Bft Modules	250	Ea	2022	\$	505,500.00
7 8ft Modules	500	Ea.	2016	\$	1,008,000.00
8 8ft Modules	750	Ea.	1954	\$	1,465,500.00
9 27t Modules	250	Ea.	3441	\$	860,250.00
10 12ft Modules	500	Ea.	3430	\$	1,715,000.00
11 12# Modules	750	Ea	3322	\$	2,491,500.00
Collection of C&D Material Beyond the 17 mile Range (3)					
12 Zone A - 17 to 30 miles away from the Barge Staging Area	1	Ton	3.65	\$	3.65
13 Zone B - 30 to 40 miles away from the Barge Staging Area	1	Ton	9.43	\$	9.43
14 Zone C - 40 to 50 miles away from the Barge Staging Area	1	Ton	11.85	\$	11.85
Disclaimer				\$	8,620,664.43

(1) Unit Price to include all work described in the Phase I Artificial Reef Deployment scope of work.

(2) This unit price consists of the Contractor providing and delivering the Reef Modules to the County Barge Staging Area, see Phase II scope of work. Once on site they will be weighed and charged by tonnage accordingly to their respective reef destination, 0 to 14 miles or 14 to 35 miles.

(3) This Unit Price consists of collecting and delivering suitable material to the Barge Staging area, from various sites ranging from 17 to 50 miles away, see Phase One scope of work. There will be no additional charge for any suitable material collected within the 17 mile range. Once on site, all material will be weighed and charged by tonnage accordingly to their respective reef destination, 0 to 14 miles or 14 to 35 miles.

Procurement of individual line items will be dependent upon funding availability, award of bid is based on all the total of all line items.

Qualifications: Submit with Bid Package:

1 Must be on file with the Department of State in accordance with provision of Chapter 607, Florida Statutes (www.sunbiz.org) by time of contract award

2 Must not be on the Federal or State debarment lists

3 Material and deployment must be in compliance with Coast Guard, US Army Corp of Engineers and State of Florida standards and requirements

4 Must demonstrate that the bidder is competent (provide five references and include agency name, contact person, phone number)

5 Bidder must have necessary resources to complete project (ABS Rated Barges, crane, etc.)

6 Must have completed an artificial reef project within the past seven (7) years – provide list of previous projects of similar scope and size. Must have deployed over 5 reefs with one at least 10 miles from shore.

7 Must self perform at least 51% of the work

8 Provide list of equipment and resources needed to complete this project and notate whether "owned" or "leased", age and location

9 Provide brief bios of personnel that may be assigned to this project.

YES/NO
YES

PM: Angel Rodriguez PS: Brenda Brilhart

Disclaimer

EXHIBIT A ITB 13-6131 Artificial Reef Program

Artificial Ree					
Description	QTY	Unit &	Unit Price	T	Total
Phase One - Artificial Reef Material Deployment (1)		pro form			
1 Artificial Reef Material Deployed between 0 to 14 Miles	_1 %	Ton	62.81	\$	62.81
2 Artificial Reef Material Deployed between 14 to 35 Miles	1 1	= "Ton	72.51	\$	72.51
Phase Two - Artificial Reef Fabricated Structures (2)	1, 10			T	
3 8ft Modules	75	Ea.	2551 1	\$	191,332.50
4 12ft Modules	75	Ea.	4879.1	\$	365,932.50
Additional Fabricated Structures (2)	4 252				
5 Installation and Creation of Placues	2 Pag 14	Ea.	242.5	\$	242.50
6 8ft Modules	250	Ea.	1961.34	\$	490.335.00
7 8ft Modules	500	Ea.	1955.52	5	977.760.00
8 8ft Modifies	750	Ea	1895.38	\$	1,421,535.00
9 12ft Modules	250	Ea.	3337.77	\$	834,442.50
10 12ft Modules	500	Ea.	3327.1	\$	1,663,550.00
11 12ft Modules	750	Ea.	3222 34	\$:	2,416,755.00
Collection of C&D Material Beyond the 17 mile Range (3)					
12 Zone A - 17 to 30 miles away from the Barge Staging Area	1	Ton	3.54	\$	3.54
13 Zone B - 30 to 40 miles away from the Barge Staging Area	1	Ton	9.15	\$	9,15
14 Zone C - 40 to 50 miles away from the Barge Staging Area	1	Ton	11.49	\$	11.49
				-	

- (1) Unit Price to include all work described in the Phase I Artificial Reef Deployment scope of work.
- (2) This unit price consists of the Contractor providing and delivering the Reef Modules to the County Barge Staging Area, see Phase II scope of work. Once on site they will be weighed and charged by tonnage accordingly to their respective reef destination, 0 to 14 miles or 14 to 35 miles.
- (3) This Unit Price consists of collecting and delivering suitable material to the Barge Staging area, from various sites ranging from 17 to 50 miles away, see Phase One scope of work. There will be no additional charge for any suitable material collected within the 17 mile range. Once on site, all material will be weighed and charged by tonnage accordingly to their respective reef destination, 0 to 14 miles or 14 to 35 miles.

Procurement of individual line items will be dependent upon funding availability, award of bid is based on all the total of all line items.

- Qualifications: Submit with Bid Package:
- 1 Must be on file with the Department of State in accordance with provision of Chapter 607, Florida Statutes (www.sunbiz.org) by time of contract award
- 2 Must not be on the Federal or State debarment lists
- 3 Material and deployment must be in compliance with Coast Guard, US Army Corp of Engineers and State of Florida standards and requirements
- 4 Must demonstrate that the bidder is competent (provide five references and include agency name, contact person, phone number)
- 5 Bidder must have necessary resources to complete project (ABS Rated Barges, crane, etc.)
- 6 Must have completed an artificial reef project within the past seven (7) years provide list of previous projects of similar scope and size. Must have deployed over 5 reefs with one at least 10 miles from shore.
- 7 Must self perform at least 51% of the work
- 8 Provide list of equipment and resources needed to complete this project and notate whether "owned" or "leased", age and location
- 9 Provide brief bios of personnel that may be assigned to this project.

F	YES/NO	
	YES	
F	YES	
L	YES	
	YES	
-	YES	
	YES	
F	YES	
	YES	
	YES	

\$ 8.362,044.50



Exhibit B - Performance and Payment Bonds

PUBLIC PAYMENT BOND Artificial Reef Program

Bond No. Contract No. <u>13-6131</u>

KNC	W	ALL	MEN	BY	THESE	PRESENTS	: That					
								,	as	Principa		and
										Surety,		
								(Business			d and fi	and the second
bour	nd	to	-				as (\$	Obligee			sum ent whe	of ereof
	bind o	ourselv	es, our	heirs, e	executors,	personal rep						
WHE	EREA	S, Prin	cipal has	entere	d into a co	ontract dated	as of the _	day of	·		20	,
with	Oblig	ee for				ntract is incorp	in _				accorda	ince
			d specifi as the 0			tract is incorp	orated by r	reference a	nd mad	e a part he	ereof, ar	nd is
THE	CON	OITIO	OF TH	IS BON	D is that if	Principal:						
Princ	cipal v	with lab	or, mate	erials or	supplies,	s as defined used directly bond is void; o	or indirect	ly by Princ	ipal in t	the prosec	s, suppl cution of	ying the
						compliance or ureties obligat			any forn	nalities cor	nnected	with
Sure	ety be	liable i	n the ag	gregate	subject to to claimar e filed by o	the time limits for more the claimants.	tations of an the pen	Section 25 al sum of t	5.05(2) his Payr	In no e	vent will I, regard	the less
			20	, the	name of e	parties have each party be	ing affixed	and these	rument e prese	this	day	of y its
unde	er-sigr	ned rep	resentat	ive, pur	suant to au	thority of its g	overning b	ody.				

Signed, sealed and delivered in the presence of:		PRINCIPAL	
Witnesses as to Principal	_ BY: NAME	i:	
STATE OF			
The foregoing instrument was acknow He/she is personally known to me OR			
He/she is personally known to me OR take an oath.	has produced_	as identification	and did (did not)
My Commission Expires:		(Signature of Notary)	
	NAME:	(Legibly Printed)	
(AFFIX OFFICIAL SEAL)		Public, State of	
ATTEST:		SURETY:	
		(Printed Name)	
	-	(Business Address	
	-	(Authorized Signature)	
Witnesses to Surety	-	(Printed Name)	

	OR
	As Attorney in Fact (Attach Power of Attorney)
Witnesses	(Printed Name)
	(Business Address)
	(Telephone Number)
STATE OF	
The foregoing instrument was acknowledged 20 , by	before me this day of o , as o , as o , as o , as o
me OR has producednot) take an oath.	as identification and who did (did
My Commission Expires:	(Signature)
Name	: (Legibly Printed)
(AFFIX OFFICIAL SEAL)	Notary Public, State of:

PUBLIC PERFORMANCE BOND Artificial Reef Program

Dand Ma

						Contract N	o. <u>13-6131</u>	
KNOW ALL	MEN B	Y THESE as	PRESEI Princ		That and	Gurety,	located	at (Business
Address) are	held and fi	rmly bound to	D					(Business , as
Obligee		en e	in		the		sum	of
(\$representative						selves, o	ur heirs, executo	ors, personal
WHEREAS,	Principal h	as entered	into a	contract 20	dated	as of with	the Obligee in	day of for accordance
with drawings is referred to			contract i	s incorpo	ated b	y referenc	e and made a pa	

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the Contract at the times and in the manner prescribed in the Contract; and
- 2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
- 3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties , 20 , the name of each	party being affixed and the			
undersigned representative, pursuant to authority	of its governing body.			
Signed, sealed and delivered in the presence of:	PRINCIPAL			
Witnesses as to Principal	BY:		_	
	:			
STATE OF				
The foregoing instrument was acknowledged be	fore me this day of _		_, 20	, by _ of
corporation. He/she is personally known to a sidentification and	me OR nas produced	corporation, on	behalf	of the
My Commission Expires:	(Signature)			
Name:	(Legibly Printed)			
(AFFIX OFFICIAL SEAL)	Notary Public, State of: Commission No.:			

ATTEST:	SURETY:	
	(Printed Name)	5
	ss Address)	
(Busiles	so Address)	
	(Authorized Signature)	
Witnesses as to Surety	(Printed Name)	
	OR	
	As Attorney in Fact (Attach Power of Attorney)	
Witnesses	(Printed Name)	
(Busines	ss Address)	
	(Telephone Number)	
STATE OF		
The foregoing instrument was ackr	nowledged before me this day of as of urety, on behalf of Surety. He/She is personally kno	, 20 , by
produced S	urety, on behalf of Surety. He/She is personally kno as identification and who did (did no	own to me OR has t) take an oath.
My Commission Expires:	(Signature)	,
	Name:	
	(Legibly Printed)	
(AFFIX OFFICIAL SEAL)	Notary Public, State of:	

Certificate of Insurance INTEGRO INSURANCE BROKERS

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

Issued to:

Collier County Board of County Commissioners

Purchasing Department 3327 Tamiami Trail East Naples, Florida 34112-4901

This is to Certify that insurance has been issued as follows.

Assured.

Pine Island Towing Company, Inc. and McCulley Marine Service, Inc.

Collier County Board of County Commissioners is listed as an Additional Assured as their rights

and interest may appear as per written contract on or about June 11, 2014 or H/C.

Coverage:

1) Hull & Machinery including Collision & Towers Liability and P&I Package Policy

2) Comprehensive Marine General Liability including Stevedores and Salvors Legal Liability

3) Property / Contractors / Rental Package Policy

4) Pollution Liability

5) Excess Liability

6) Workers Compensation Including Employers Liability & USL&H

Limits

1) To Scheduled Hull Values as per the attached 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 as may be declared

4) \$5,000,000 any one accident

5) To \$4,000,000 aoa excess of Underlying Liability Policies

6) Statutory / \$1,000,000

Security:

1) Allianz / The Insurance Company of North America

2) Allianz

3) Allianz

4) Lloyds through (EPG)

5) XL Insurance Company

6) Maryland Casualty Company (Zurich)

Policy Numbers:

1) OHL92006476/ HUN05711137

2) OML9208191

3) MX193008862

4) EPG-06266-06

5) 24760MA13A

6) WC9595816

Term.

1) 11/18/13 - 11/18/2014

2) 5/20/14 - 5/20/15

3) 4/24/14 - 4/24/15

4) 3/14/14 - 3/14/15

5) 7/2/13 - 7/2/14

6) 10/6/13 - 10/6/14

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 notwithstanding anything indicated above, additional assureds can not be named on any Workers Compensation policy. Granting of an additional named insured status hereon does not provide first party coverage to the additional named insured. If the Certificate Holder is an Additional Assured and / or if subrogation is waived, the policy or policies must be endorsed and a statement on this Certificate does not confer rights to the Certificate Holder in lieu of such endorsement. 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 named 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 11th day of June 2014

Integre Insurance Brokers

Cacici

	_	ALC: UNKNOWN
		1 .
A	COL	RD
77		

CERTIFICATE OF LIABILITY INSURANCE

06/11/2014

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

t	he terms :	and conditions of the police	y, certa	in policies may require ar							
	DUCER			1/	CONTA	CTSHARON	SKINNER				
		LARRY LEE JR-STAT	E FAI	RM	PHONE	772-46	1-6622	FAX	No. 77	2-461-0	1443
St	ste Farm	4075 VIRGINIA AVE			E-MAIL	Ext): 772-46	II SKINNER	LH89@STATEFARM	COM		
Ju	(A)	FORT PIERCE, FL 34	1981		ADDRE	SE CHETTON	L.C.Ortinatar				NA46 =
		. OIT I ILITOL, I L OT	301					RDING COVERAGE	onor-	-	NAIC # 25178
	TO THE REAL PROPERTY OF THE PERSON NAMED IN COLUMN TO THE PERSON N	MOOHIEVAMADINE	CEO	MOCC INC	INSURE	RA; State Far	III MUIUAI AUN	omobile Insurance Con	iparry		40176
INS	URED	MCCULLEY MARINE		ICES INC	INSURE						
		2309 N OLD DIXIE H	1868	****	INSURE	RC:					
		FORT PIERCE FL 3	4946-	1410	INSURE	RD:					
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	(Mandatory è If yes, descrit							E.L. DISEASE - EA EMPLO			
	DESCRIPTIO	n OF OPERATIONS below	-					E.L. DISEASE - POLICY LI	M17 \$		
esc	RIPTION OF	OPERATIONS / LOCATIONS / VEHIC	ES (ACO	RD 101, Additional Remarks Schede	ulie, may be	attached if more	space is require	red)			
CO	LLIER C	HOLDER COUNTY BOCC	ENE	NT DEPARTMENT	SHOL	ELLATION	THE ABOVE D	ESCRIBED POLICIES E	BE CAN	CELLED	BEFORE
33	1 TAML	COUNTY RISK MANAG AMI TRAIL EAST EL 34112	EME	I DEPARIMENT	ACCO	ROANCE WIT	TATIVE (y provisions.	Sh	St	HI
-						() © 19	88-2914 AC	ORD CORPORATIO	N. All	rights r	estred

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

1001486 132849.9 02-04-2014 5 AU44608

BestLinda

From:

BestLinda

Sent:

Wednesday, June 11, 2014 2:52 PM

To:

BestLinda: 'sue@mcculleymarine.com'

Subject:

RE: Insurance Requirements

Tracking:

Recipient

BestLinda

'sue@mcculleymarine.com'

Good afternoon, Sue;

I researched the insurance coverages provided against the requested coverages, the only coverage that is not identified on the Integro COI is automobile. I looked at the coverage in the original agreement,

Auto was on a separate policy from State Farm at that time (2006). My thought is that perhaps auto remains on a separate policy for McCulley.

I was able to work through the other line items on the Integro COI, and while they are not exactly worded as set forth in the contract, however, the coverages do correlate with the requirements. The Excess Liability picks up the variances between the requested coverages and the coverages McCulley has in place.

I apologize for any confusion, the insurance certificate is not in a format that the County typically receives, and the coverages for marine work are not as easily recognized due to the descriptions of the coverages.

I will sign off on the insurance certificate as received, the only last piece missing is the auto insurance.

Regards,

Linda

Linda Best, MBA Manager, Risk Finance Collier County Risk Management Department 3311 Tamiami Trail East Naples, FL 34112

Direct: 239-252-8839 Mobile: 239-784-4650

From: BestLinda

Sent: Tuesday, June 10, 2014 4:08 PM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MANDD/YYYY) 08/03/2016

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

State	LARRY LEE JR-STATE 4075 VIRGINIA AVE	FARM	1841	PHONE 772-46	N SKINNER 11-6622 N.L.SKINNER	FAX (A/C, No): .LH89@STATEFARM.CO	772-46 M	1-0443
400	FORT PIERCE, FL 349	81		INS	URER(S) AFFOR	ROING COVERAGE		NAIC #
			-	INSURER A : State Fa	arm Mutual A	utomobile Insurance Comp	any	25178
INSURE	50			INSURER B:				
	MCCULLEY MARINE SERVI	CES INC		INSURER C :				
	2309 N OLD DIXIE HWY			INSURER D:				
	FORT PIERCE, FL 34946-14	10		MSURER E :			1	
				INSURER F:				
COVE	ERAGES CER	TIFICATE	NUMBER:			REVISION NUMBER:		
CEF	S IS TO CERTIFY THAT THE POLICIES ICATED. NOTWITHSTANDING ANY RE RIFICATE MAY BE ISSUED OR MAY ILLISIONS AND CONDITIONS OF SUCH	PERTAIN,	NT. TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIE	OR OTHER	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	CT TO Y	MHICH THIS
NSR	TYPE OF INSURANCE	ADOL SUBR	POUCY NUMBER	POLICY EFF	POLICY EXP	LIMIT	s	
-	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR	SSD THE	10007			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Es occurrence)	\$	
	and the appropriate section of the contract of					MED EXP (Any one person)	\$	
Ĺ,						PERSONAL & ADV INJURY	\$	
1	ENL AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE		
	POLICY JECT LOC					PRODUCTS - COMPIOP AGG	\$	
	OTHER					CA COLUMN AND DE LONG	5	
4	AUTOMOBILE LIABILITY	Y	D90 0544-A13-59	07/13/2016	01/13/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000	0,000
	ANY AUTO					BOOKLY INJURY (Fer person)	3	
A	AUTOS ONLY SCHEDULED					BOCILY INJURY (Per accident)	5	
	AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	5	
	HOTOGORE.						3	
	UMBRELLA LIAB OCCUR		(-1/W)			EACH OCCURRENCE	3	
	EXCESS LIAB GAINS-MADE					AGGREGATE	5	
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					7.50.125.52	5	
v	DED RETENTION S PORKERS COMPENSATION					PER STATUTE ER	-	
	NO EMPLOYERS' LIABILITY NY PROPRIETOR/PARTNER/EXECUTIVE					EL EACH ACCIDENT	s	
10	FFICERMEMBER EXCLUDED?	NIA		i	4	EL DISEASE - EA EMPLOYEE		
17	Randatory in NH) yes, describe under					EL DISEASE - POLICY LIMIT	-	
-10	ESCRIPTION OF OPERATIONS below	-			-	EL DISEMSE - POLICY LIMIT	\$	
						100		
DESCR	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORD	101, Additional Remarks Schodu	Ne, may be attached if mo	l re spacé is requi	/3 - 6	/3/	
CER	TIFICATE HOLDER			CANCELLATION				
	COLLIER COUNTY BOCC COLLIER COUNTY RISK M. NAPLES, FL 34112	ANAGEME	NT DEPARTMENT		N DATE TH	DESCRIBED POLICIES BE OF DESCRIBED POLICIES BE OF DESCRIPTION OF D	BE DE	LIVERED IN

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ACORD 25 (2016/03)

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State Farm Mutual Automobile Insurance Company State Farm Fire and Casualty Company

Florida Uninsured Motor Vehicle Coverage - Selection/Rejection

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORIST LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motor Vehicle coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. For the purpose of this coverage an uninsured motor vehicle may include a motor vehicle as to which the bodily injury liability limits, if any, are less than your damages.

This coverage can be purchased in either a "stacking" form or, for a reduction in premium, a "non-stacking" form. "Stacking" is not available for policies with a named insured that is not a natural person.

If you select the **Stacking** option, and you or a resident family member are injured by an uninsured motorist, and the injured person's damages exceed the limits of the policy on the motor vehicle which the injured person is occupying, the injured person can add the coverage under two or more household policies to determine the limit of coverage that may be available to him/her.

If you select the Non-Stacking option and you or a resident family member are injured by an uninsured motorist, except as provided in 1. below, the injured person may not add together coverage under two or more household policies to determine the total limits of coverage that may be available to him/her. Except as provided in 1. below, the coverage available to the injured person is only the coverage available as to that motor vehicle he/she was occupying. The non-stacking form is also subject to the following:

- If the injured person is occupying a motor vehicle not owned by him/her or a family member who resides with him/her, he/she may add to
 the coverage on the car occupied the highest limits of coverage afforded for any one vehicle insured by him/her or any family member who
 resides with him/her.
- If the injured person is occupying a motor vehicle owned by him/her or a family member who resides with him/her, there is no coverage if uninsured motorist coverage was not purchased on that vehicle.
- If the injured person is not occupying a motor vehicle at the time of the accident, he/she may select the coverage afforded for any one vehicle insured by him/her or any family member who resides with him/her. No other policy will apply.

Florida law requires that motor vahicle liability noticies include "stacking" Uninsured Motor Vehicle myerage unless you select "non-stacking"

Selection/Rejection of Coverage

Year o	of Vehicle X14516FA59 e Identification		D90 0544-A13-59 Application/Policy Number	59-2372 Agent Code
Year o	X14516FA69	9022	D90 0544-A13-59	
	of Vehicle	Make and Model of Vel	INCIC	
2000			hicle	
insura	ance and futu ge my selecti	ire renewals or replacem	or rejection of Uninsured Motor Vehicle co ents of such policy which are issued at the red Motor Vehicle coverage, I must let the	e same Bodily Injury Liability coverage limits. If I decide to
\boxtimes			icle coverage with limits equal to my Bod or Vehicle coverage with lower limits of \$	ily Injury Liability coverage limits and, instead, select the 25,000 / \$ 50,000
			icle coverage with limits equal to my Bod chicle coverage with lower limits of \$	ily Injury Liability coverage limits and, instead, select the
			Uninsured Motor Vehicle coverage and, in with limits equal to my Bodily Injury Liabilit	
	I hereby rej	ect all forms of Uninsured	d Motor Vehicle coverage.	

1001254 FL.13

2002 140553 202 05-14-2014

Certificate of Insurance

Issued By

INTEGRO INSURANCE BROKERS

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

Issued to:

Collier County Board of County Commissioners

Purchasing Department 3327 Tamiami Trail East Naples, Florida 34112-4901

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

Assured:

Pine Island Towing Company, Inc. and McCulley Marine Service, Inc.

Collier County Board of County Commissioners is listed as an Additional Assured as their rights

and interest may appear as per written contract on or about June 11, 2014 or H/C.

Coverage:

1) Hull & Machinery including Collision & Tower's Liability and P&I Package Policy

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 as per the attached 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 as may be declared

4) \$5,000,000 any one accident

5) To \$4,000,000 any one accident excess of Underlying Liability Policies

6) Statutory / \$1,000,000

Security:

1) Allianz / XL Catlin USA

2) Allianz

3) Allianz

4) Lloyds through (EPG)

5) New York Marine & General (ProSight) 6) Maryland Casualty Company (Zurich)

Policy Numbers:

1) OHL92008736 / HLOQ50651114

2) OML9208191

3) MXI93058185

4) EPG-06266-07 5) ML2015000015

6) WC9595816

Term:

1) 11/18/2015 - 11/18/2016

2) 5/20/2016 - 5/20/2017

3) 4/24/2016 - 4/24/2017

4) 3/14/2016 - 3/14/2017

5) 7/2/2016 - 7/2/2017

6) 10/6/2015 - 10/6/2016

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. Granting of an additional named insured status hereon does not provide first party coverage to the additional named insured. If the Certificate Holder is an Additional Assured and / or if subrogation is waived, the policy or policies must be endorsed and a statement on this Certificate does not confer rights to the Certificate Holder in lieu of such endorsement. 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 3rd day of August 2016

INTEGRO INSURANCE BROKERS 1915

Robert Stearns Principal