



AGENDA REPORT
May 21, 2019

Grand Canal Muck Removal Construction Contract Award

SUBJECT:

Grand Canal Muck Removal Project Construction Contract Award

FISCAL IMPACT:

\$26,442,444 (in three years)

Florida Department of Environmental Protection (FDEP) Agreement/Grant No. NS005
- \$10,000,000

Save Our Indian River Lagoon (SOIRL) Trust Fund 1260, Cost Center 30331, G/L
5468100 – up to \$16,442,444 (This is less than the approved budget for this project.)

FY 18-19 – SOIRL - \$500,000, FDEP Grant - \$1,500,000

FY 19-20 – SOIRL - \$8,000,000, FDEP Grant - \$8,000,000

FY 20-21 – SOIRL - \$7,942,444, FDEP Grant - \$500,000

DEPT/OFFICE:

Natural Resources Management

REQUESTED ACTION:

It is requested that the Board of County Commissioners: 1) authorize the Chairperson to execute a construction contract substantially in the form of the attached draft contract with Gator Dredging for up to \$26,442,444, pending County Attorney and Risk Management review and approval; 2) authorize the Chairperson to execute all associated change orders; and 3) authorize associated budget change requests.

SUMMARY EXPLANATION and BACKGROUND:

On October 9, 2018, the Board authorized advertisement of an invitation to bid for the Grand Canal Muck Removal Project. On March 27, 2019, the Bid Opening for the Grand Canal Muck Removal Project took place.

One bid was received from Gator Dredging for a total of \$26,442,444 (Exhibit B). Gator Dredging's bid includes costs associated with effluent nutrient removal from the water returning to the Banana River Lagoon. The original engineer's cost estimate was \$29,198,500. County staff is currently in negotiations with Gator Dredging to determine if any line item costs in the bid may be reduced.

As part of the contractor pre-qualification documentation required for the Grand Canal Muck Removal Project, the lowest, responsive bidder was required to provide: (a) a

preliminary dredged material management area (DMMA) design, signed and sealed by a licensed professional engineer and (b) supporting documentation of their capability to meet the effluent nutrient removal targets required for the Grand Canal Muck Removal Project. Gator Dredging provided these documents for County staff and the Engineer of Record (EOR) to review. Subsequent comments/questions provided to Gator Dredging have been adequately addressed and the EOR has provided a recommendation of award (Exhibit C).

On May 9, 2019 the selection committee, as approved by the Board on October 9, 2018, met and reviewed the pre-qualification submittals and the associated correspondence as well as the EOR's recommendation of award. The selection committee has recommended the execution of a construction contract with Gator Dredging substantially in the form of the attached draft contract (Exhibit D) pending cost reduction negotiations and review and approval of the final construction contract by the County Attorney and Risk Management. Approval to execute the Contract prior to the Board's June break, will allow the project to move toward construction without delay.

The County is seeking to maximize the environmental benefits of this project by removing muck from as close to seawalls and structures as safely possible. This requires liability waivers from waterfront owners. These are being obtained now. Once a significant number of waivers are received, the dredge template will be adjusted, causing a slight increase in total volume to be dredged. This may result in a future additive change order to account for additional muck being removed.

It is requested that the Board: 1) authorize the Chairperson to execute a construction contract substantially in the form of the attached draft contract with Gator Dredging for up to \$26,442,444, pending County Attorney and Risk Management review and approval; 2) authorize the Chairperson to execute all associated change orders; and 3) authorize associated budget change requests.

CLERK TO THE BOARD INSTRUCTIONS:

Wait for signature by the Contractor. The agreement will be executed first by the Contractor, then sent to the County for signature. Please sign and return two originals to NRMD.

ATTACHMENTS:

Description

- **Exhibit A - Grand Canal Muck Removal Project Map**
- **Exhibit B - Gator Dredging Bid Pricing Form**
- **Exhibit C - Engineer's Recommendation of Award**
- **Exhibit D - Draft Construction Contract**



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

May 22, 2019

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item I.1., Grand Canal Muck Removal Construction Contract Award

The Board of County Commissioners, in regular session on May 21, 2019, approved and executed the Construction Contract, substantially in the form of a draft Contract with Gator Dredging, for up to \$26,442,444, and pending the County Attorney and Risk Management review and approval; authorized the Chair to execute all associated change orders; and authorized for any associate budget change requests. Enclosed are two fully-executed Contracts.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

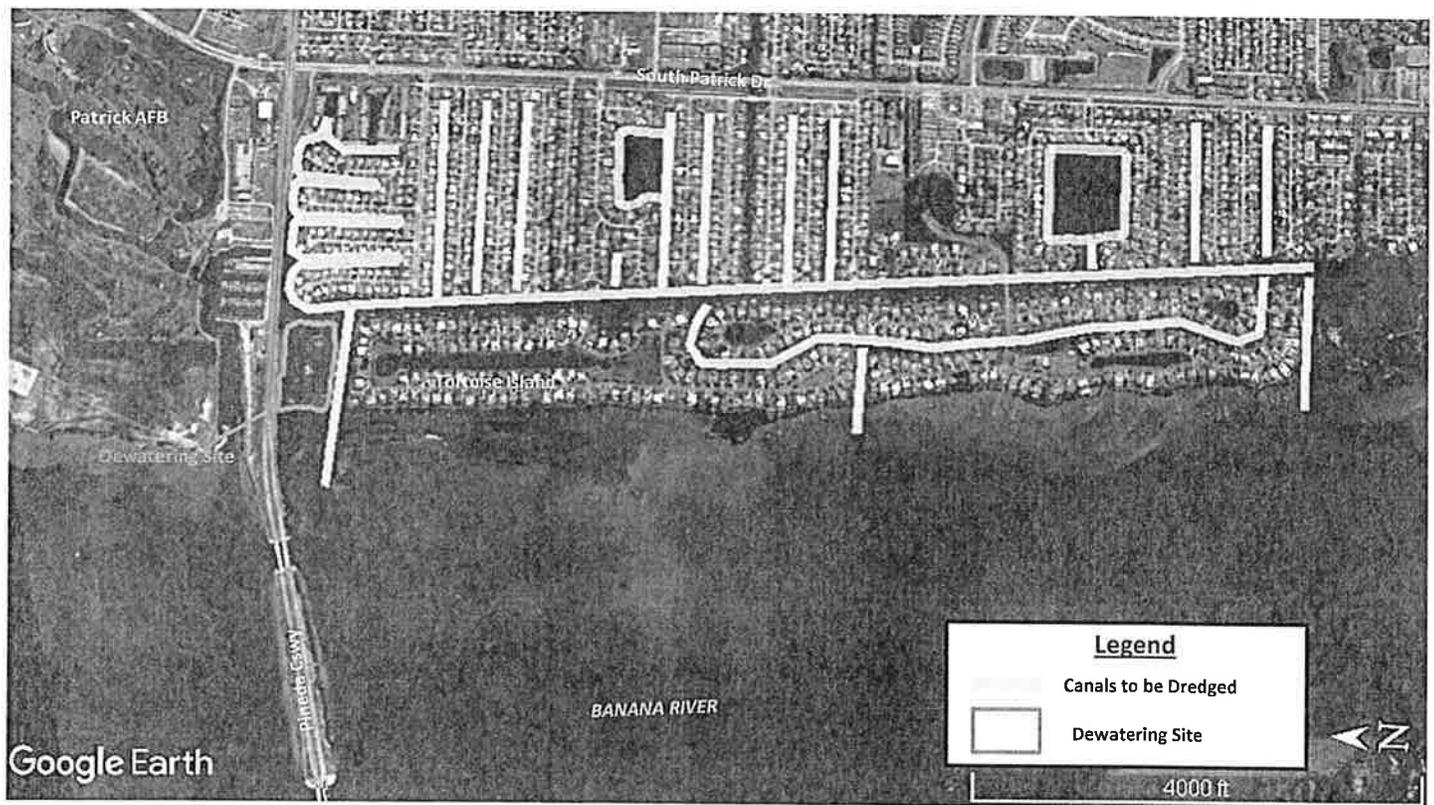
Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration
Finance
Budget



Grand Canal Overview

B-1-19-40 Grand Canal Muck Removal Price Sheet (Addendum 5 Revision)**Lump Sum Fixed Costs - Base Bid**

Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Lump Sum Total
	<u>General Conditions</u>				
00.01.01	Mobilization/Demobilization - Uplands	1	LS	\$ 1,600,000.00	\$ 1,600,000.00
00.01.02	Mobilization/Demobilization - Dredging	1	LS	\$ 900,000.00	\$ 900,000.00
00.01.03	Start/Stop – Seasonal Manatee Closures	3	EA	\$ 60,000.00	\$ 180,000.00
00.01.04	Interim Mobilization	11	EA	\$ 8,000.00	\$ 88,000.00
00.01.05	Pre and Post Construction Video	1	LS	\$ 40,000.00	\$ 40,000.00
	<u>Dewatering Facility / Site</u>				
00.02.01	Survey (Staking and As-Built)	1	LS	\$ 20,000.00	\$ 20,000.00
00.02.02	Erosion and Sediment Control	1	LS	\$ 20,000.00	\$ 20,000.00
00.02.03	Material Testing	1	LS	\$ 2,000.00	\$ 2,000.00
00.02.04	Clearing, Grubbing, Cut/Fill, and Grading	1	LS	\$ 375,000.00	\$ 375,000.00
00.02.05	Polishing Pond	1	LS	\$ 20,000.00	\$ 20,000.00
00.02.06	Internal Access Roads	1	LS	\$ 100,000.00	\$ 100,000.00
00.02.07	Drainage Facilities	1	LS	\$ 50,000.00	\$ 50,000.00
00.02.08	Fencing (including gates and screening)	1	LS	\$ 250,000.00	\$ 250,000.00
00.02.09	Sound Dampening (over fencing)	1	LS	\$ 300,000.00	\$ 300,000.00
00.02.10	Hydroseeding	1	LS	\$ 50,000.00	\$ 50,000.00
00.02.11	Complete Dewatering Site Restoration	1	LS	\$ 100,000.00	\$ 100,000.00

Lump Sum Fixed Costs - Base Bid - Continued

Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Lump Sum Total
	SR 404 Turn Lane and Driveway - Construction				
00.03.01	Survey (Pre-Const, Staking, and As-built)	1	LS	\$ 14,950.00	\$ 14,950.00
00.03.02	Maintenance of Traffic (SR 404)	1	LS	\$ 27,600.00	\$ 27,600.00
00.03.03	Erosion and Sediment Control	1	LS	\$ 4,600.00	\$ 4,600.00
00.03.04	Existing Shoulder and Curb Removal	1	LS	\$ 17,250.00	\$ 17,250.00
00.03.05	Existing Curb Inlet Modification	1	LS	\$ 23,000.00	\$ 23,000.00
00.03.06	Clearing, Grubbing, and Grading	0.5	AC	\$ 46,000.00	\$ 23,000.00
00.03.07	Asphalt Pavement - 1.5" FC12.5	1,115	SY	\$ 29.90	\$ 33,338.50
00.03.08	Asphalt Pavement - 2.5" SP	1,115	SY	\$ 41.40	\$ 46,161.00
00.03.09	Base - Optional Base Group 9 (10")	1,115	SY	\$ 103.50	\$ 115,402.50
00.03.10	Sub-Base - Type B Stabilization	1,115	SY	\$ 16.10	\$ 17,951.50
00.03.11	Type F Curb & Valley Gutter	485	LF	\$ 115.00	\$ 55,775.00
00.03.12	18" Drainage Culvert	6	LF	\$ 690.00	\$ 4,140.00
00.03.13	New Drainage Structure (P/J with G Top)	1	EA	\$ 19,550.00	\$ 19,550.00
00.03.14	Signage and Striping	1	LS	\$ 23,000.00	\$ 23,000.00
00.03.15	Sodding	2,000	SY	\$ 6.90	\$ 13,800.00
00.03.16	Material Testing	1	LS	\$ 11,500.00	\$ 11,500.00
	SR 404 Turn Lane and Driveway - Restoration				
00.04.01	Survey (Staking and Final As-Built)	1	LS	\$ 11,500.00	\$ 11,500.00
00.04.02	Maintenance of Traffic (SR 404)	1	LS	\$ 18,400.00	\$ 18,400.00
00.04.03	Erosion and Sediment Control	1	LS	\$ 7,360.00	\$ 7,360.00
00.04.04	Removal of Temporary Improvements	1	LS	\$ 62,100.00	\$ 62,100.00
00.04.05	Replacement Type F Curb and Shoulder	485	LF	\$ 149.50	\$ 72,507.50
00.04.06	Curb Inlet Restoration	1	LS	\$ 17,250.00	\$ 17,250.00
00.04.07	Roadside Grading Restoration	0.5	AC	\$ 18,400.00	\$ 9,200.00
00.04.08	Restriping	1	LS	\$ 10,350.00	\$ 10,350.00
00.04.09	Sodding	2,500	SY	\$ 6.90	\$ 17,250.00
	Offsite Disposal				
00.05.01	Fixed Costs Associated with Disposal Site	1	LS	\$ 2,000.00	\$2,000.00
SUB TOTAL LUMP SUM FIXED COSTS - BASE BID:					\$ 4,773,936.00

Estimated Measured Quantity Costs - Base Bid					
Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	Dredge Material Handling				
00.06.01	Muck Active Dewatering	478,700	CY	\$ 13.45	\$ 6,438,515.00
00.06.02	Muck Transportation and Disposal	478,700	CY	\$ 6.60	\$ 3,159,420.00
00.06.03	Effluent Treatment - Phosphorus (75 ppb)	478,700	CY	\$ 3.35	\$ 1,603,645.00
00.06.04	Effluent Treatment - Nitrogen (3,000 ppb)	478,700	CY	\$ 3.44	\$ 1,646,728.00
SUB TOTAL ESTIMATED MEASURED QUANTITY COSTS - BASE BID:					\$ 12,848,308.00

Estimated Measured Quantity Costs - Pay Section 01 Grand Canal North (of Tortoise Dr. Bridge)					
Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	Dredging				
01.01.01	Survey (BD, Progress, AD, As-Built)	1	LS	\$ 15,000.00	\$ 15,000.00
01.01.02	Environmental Protection	1	LS	\$ 30,000.00	\$ 30,000.00
01.01.03	Muck Dredging	147,400	CY	\$ 16.49	\$ 2,430,626.00
SUB TOTAL ESTIMATED COSTS - PAY SECTION 01:					\$ 2,475,626.00

Estimated Measured Quantity Costs - Pay Section 02 Grand Canal South (of Tortoise Dr. Bridge)					
Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	Dredging				
01.02.01	Survey (BD, Progress, AD, As-Built)	1	LS	\$ 10,000.00	\$ 10,000.00
01.02.02	Environmental Protection	1	LS	\$ 15,000.00	\$ 15,000.00
01.02.03	Muck Dredging	60,000	CY	\$ 16.38	\$ 982,800.00
SUB TOTAL ESTIMATED COSTS - PAY SECTION 02:					\$ 1,007,800.00

**Estimated Measured Quantity Costs - Pay Section 03
Canals A, B, C, D, and E**

Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	<u>Dredging</u>				
01.03.01	Survey (BD, Progress, AD, As-Built)	1	LS	\$ 8,000.00	\$ 8,000.00
01.03.02	Environmental Protection	1	LS	\$ 5,000.00	\$ 5,000.00
01.03.03	Muck Dredging	12,600	CY	\$ 20.15	\$ 253,890.00
SUB TOTAL ESTIMATED COSTS - PAY SECTION 03:					\$ 266,890.00

**Estimated Measured Quantity Costs - Pay Section 04
Canal F**

Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	<u>Dredging</u>				
01.04.01	Survey (BD, Progress, AD, As-Built)	1	LS	\$ 15,000.00	\$ 15,000.00
01.04.02	Environmental Protection	1	LS	\$ 20,000.00	\$ 20,000.00
01.04.03	Muck Dredging	93,300	CY	\$ 16.42	\$ 1,531,986.00
SUB TOTAL ESTIMATED COSTS - PAY SECTION 04:					\$ 1,566,986.00

**Estimated Measured Quantity Costs - Pay Section 05
Canals G,H, and I**

Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	<u>Dredging</u>				
01.05.01	Survey (BD, Progress, AD, As-Built)	1	LS	\$ 8,000.00	\$ 8,000.00
01.05.02	Environmental Protection	1	LS	\$ 8,000.00	\$ 8,000.00
01.05.03	Muck Dredging	24,700	CY	\$ 20.54	\$ 507,338.00
SUB TOTAL ESTIMATED COSTS - PAY SECTION 05:					\$ 523,338.00

Estimated Measured Quantity Costs - Pay Section 06 Canals J, K, L, and M North (of Tortoise Dr.)					
Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	<u>Dredging</u>				
01.06.01	Survey (BD, Progress, AD, As-Built)	1	LS	\$ 8,000.00	\$ 8,000.00
01.06.02	Environmental Protection	1	LS	\$ 8,000.00	\$ 8,000.00
01.06.03	Muck Dredging	16,800	CY	\$ 20.23	\$ 339,864.00
SUB TOTAL ESTIMATED COSTS - PAY SECTION 06:					\$ 355,864.00

Estimated Measured Quantity Costs - Pay Section 07 Canal M Mid (Tortoise-Hawksbill) and Canal P					
Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	<u>Dredging</u>				
01.07.01	Survey (BD, Progress, AD, As-Built)	1	LS	\$ 7,000.00	\$ 7,000.00
01.07.02	Environmental Protection	1	LS	\$ 7,000.00	\$ 7,000.00
01.07.03	Muck Dredging	13,200	CY	\$ 20.12	\$ 265,584.00
SUB TOTAL ESTIMATED COSTS - PAY SECTION 07:					\$ 279,584.00

Estimated Measured Quantity Costs - Pay Section 08 Canal M South (of Tortoise Dr.)					
Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	<u>Dredging</u>				
01.08.01	Survey (BD, Progress, AD, As-Built)	1	LS	\$ 7,000.00	\$ 7,000.00
01.08.02	Environmental Protection	1	LS	\$ 7,000.00	\$ 7,000.00
01.08.03	Muck Dredging	13,500	CY	\$ 20.14	\$ 271,890.00
SUB TOTAL ESTIMATED COSTS - PAY SECTION 08:					\$ 285,890.00

**Estimated Measured Quantity Costs - Pay Section 09
Canals N and O**

Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	<u>Dredging</u>				
01.09.01	Survey (BD, Progress, AD, As-Built)	1	LS	\$ 7,000.00	\$ 7,000.00
01.09.02	Environmental Protection	1	LS	\$ 7,000.00	\$ 7,000.00
01.09.03	Muck Dredging	12,500	CY	\$ 20.06	\$ 250,750.00
SUB TOTAL ESTIMATED COSTS - PAY SECTION 09					\$ 264,750.00

**Estimated Measured Quantity Costs - Pay Section 10
Canal Q**

Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	<u>Dredging</u>				
01.10.01	Survey (BD, Progress, AD, As-Built)	1	LS	\$ 9,000.00	\$ 9,000.00
01.10.02	Environmental Protection	1	LS	\$ 10,000.00	\$ 10,000.00
01.10.03	Muck Dredging	53,900	CY	\$ 20.82	\$ 1,122,198.00
SUB TOTAL ESTIMATED COSTS - PAY SECTION 10:					\$ 1,141,198.00

**Estimated Measured Quantity Costs - Pay Section 11
Canals R and S**

Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	<u>Dredging</u>				
01.11.01	Survey (BD, Progress, AD, As-Built)	1	LS	\$ 8,000.00	\$ 8,000.00
01.11.02	Environmental Protection	1	LS	\$ 9,000.00	\$ 9,000.00
01.11.03	Muck Dredging	25,900	CY	\$ 20.52	\$ 531,468.00
SUB TOTAL ESTIMATED COSTS - PAY SECTION 11:					\$ 548,468.00

Estimated Measured Quantity Costs - Pay Section 12 Canal T					
Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	Dredging				
01.12.01	Survey (BD, Progress, AD, As-Built)	1	LS	\$ 5,000.00	\$ 5,000.00
01.12.02	Environmental Protection	1	LS	\$ 6,000.00	\$ 6,000.00
01.12.03	Muck Dredging	4,900	CY	\$ 18.94	\$ 92,806.00
SUB TOTAL ESTIMATED COSTS - PAY SECTION 12:					\$ 103,806.00

Summary of Costs	
TOTAL LUMP SUM FIXED COSTS - BASE BID:	\$ 4,773,936.00
ESTIMATED MEASURED QUANTITY COSTS - BASE BID:	\$ 12,848,308.00
ESTIMATED MEASURED QUANTITY COSTS - PAY SECTION 01:	\$ 2,475,626.00
ESTIMATED MEASURED QUANTITY COSTS - PAY SECTION 02:	\$ 1,007,800.00
ESTIMATED MEASURED QUANTITY COSTS - PAY SECTION 03:	\$ 266,890.00
ESTIMATED MEASURED QUANTITY COSTS - PAY SECTION 04:	\$ 1,566,986.00
ESTIMATED MEASURED QUANTITY COSTS - PAY SECTION 05:	\$ 523,338.00
ESTIMATED MEASURED QUANTITY COSTS - PAY SECTION 06:	\$ 355,864.00
ESTIMATED MEASURED QUANTITY COSTS - PAY SECTION 07:	\$ 279,584.00
ESTIMATED MEASURED QUANTITY COSTS - PAY SECTION 08:	\$ 285,890.00
ESTIMATED MEASURED QUANTITY COSTS - PAY SECTION 09:	\$ 264,750.00
ESTIMATED MEASURED QUANTITY COSTS - PAY SECTION 10:	\$ 1,141,198.00
ESTIMATED MEASURED QUANTITY COSTS - PAY SECTION 11:	\$ 548,468.00
ESTIMATED MEASURED QUANTITY COSTS - PAY SECTION 12:	\$ 103,806.00
TOTAL BID:	\$ 26,442,444.00

Alternate Bid Items					
Bid Item	Item Description	Est. Qty.	Unit	Unit Cost	Estimated Total
	Dredge Material Handling				
00.06.04 ALT-01	Effluent Treatment - Nitrogen (1,000 ppb)	478700	CY	\$ 20.00	\$ 9,574,000.00
00.06.04 ALT-02	Effluent Treatment - Nitrogen (2,000 ppb)	478700	CY	\$ 10.00	\$ 4,787,000.00

ACH PAYMENTS

Does your company accept ACH Payment Method? ____ Yes / X No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

NONE

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and date of issue.

Add. No. 001 Dated 1/30/2019 // Add. No. 004 Dated 3/14/2019

Add. No. 002 Dated 2/15/2019 // Add. No. 005 Dated 3/22/2019

Add. No. 003 Dated 3/7/2019 // Add. No. Dated

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for B-1-19-40; Grand Canal Muck Removal.

COMPANY NAME Waterfront Property Services, LLC. dba Gator Dredging

ADDRESS 13630 50th Way N Clearwater, FL 33760

AUTHORIZED SIGNATURE William J. Coughlin III

PRINTED SIGNATURE William J. Coughlin III DATE 3/26/2019

TELEPHONE # 727-527-1300 FAX # 727-527-1303

EMAIL Bill@gatordredging.com



Atkins
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Fax: +1 321 242 6101

07 May 2019

atkinsglobal.com
snclavalin.com

Walker Dawson, PE
Save Our Indian River Lagoon Program
Brevard County Natural Resources Management Dept.
2725 Judge Fran Jamieson Way, Bldg A, Rm 219
Viera, Florida 32940

Re: Grand Canal Contractor Pre-Qualification Review

Mr. Dawson,

Atkins' staff have reviewed the pre-qualification submittal dated 25 April 2019 and follow-up narrative dated 06 May 2019 Gator Dredging provided in association with the project bid process for the Grand Canal Muck Removal Project (Bid No. B-1-19-40). It is our opinion the submittal provides a reasonable assurance the project will have the capability to perform as required. Therefore, we recommend Brevard County award the contract for construction of this project to Gator Dredging.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Good", written over a light blue horizontal line.

Kenneth M. Good, PE

CONTRACT

THIS AGREEMENT, made and entered into this 18th day of June, 2019, A.D., by and between Brevard County, Florida, party of the first part (hereinafter sometimes called the "Owner"), and Waterfront Property Services, LLC dba Gator Dredging, party of the second part (hereinafter sometimes called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on and described in the Specifications and Contract Documents entitled:

Grand Canal Muck Removal Project BID NO. B-1-19-40

As prepared by Atkins North America, Inc., acting as, and in the Contract Documents entitled as the Owner's Engineer, and shall do everything required by these Contract Documents. The project generally includes the dredging, dewatering and disposal of approximately 479,000 cubic yards of organic sediments from the Grand Canal Project Area as described herein and as depicted in the Project Drawings. The dredging shall be accomplished by hydraulic dredging methods. COUNTY is providing a site located on the Pineda Causeway (SR 404) for use as a dredge material management area (DMMA). CONTRACTOR will have full use of the DMMA without charge but will be responsible for the removal and the ultimate disposition of the dredged material and the restoration of the DMMA at the completion of the work.

The Contractor is responsible for developing various plans for review and approval by the Owner and the Owner's Engineer that include the proposed dredging, dewatering and spoil handling and disposal methods and comply with all applicable Federal, state, and local permits and regulations. Details of the required plans are found within the Technical Specifications. Conditions and Specifications relevant to this project are provided in detail as part of the Bid Documents.

2. THE CONTRACT SUM

- 2.1 The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents.
- 2.2 Based upon the price shown in the Proposal heretofore submitted to the Owner by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract is the sum of: Twenty six million, four

WJC

hundred forty two thousand, four hundred forty four dollars and zero cents (\$26,442,444.00)

3. COMMENCEMENT AND COMPLETION OF WORK

- 3.1 The Contractor shall commence work within 15 calendar days after issuance of Notice to Proceed.
- 3.2 The Contractor shall prosecute the work with faithfulness and diligence and shall cause substantial completion of the work not later than ONE THOUSAND TWO HUNDRED THIRTEEN (1,213) calendar days after the issuance of Notice to Proceed and cause final completion of the work within NINETY (90) days after substantial completion. In addition, construction of the turn lane and access driveway within the Pineda Causeway (SR 404) right-of-way shall be complete within NINETY (90) calendar days after the issuance of Notice to Proceed and the construction of the dewatering site shall be complete within SIXTY (60) calendar days after issuance of the FDEP and USACE regulatory permit modifications.
- 3.3 Prior to commencing the work, the Contractor shall execute, deliver to the Owner, and record in the public records of Brevard County, required payment and performance bonds in substantially the same format provided in Section VI of the General Conditions.

4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- 4.1 The Contractor hereby agrees that the project site has been carefully examined and that sufficient observations have been made such that Contractor is completely familiar with all site conditions and requirements as they relate to the work described in these Contract Documents, and assumes full responsibility therefore.
- 4.2 The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations, shall this Contract be more strongly construed against the Owner than against the Contractor and the Surety.
- 4.3 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner's Engineer and the decision shall be final and binding upon all parties.
- 4.4 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or material by the Owner, the Owner's Engineer, or by any agent or representative of the Owner or Owner's Engineer as in compliance with

the terms of this Contract and of the Drawings and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work; and the Owner may require the Contractor and the surety to repair, replace, restore and/or make the work comply strictly, and in all things, with this Contract and the Drawings and Specifications. Any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications, shall be reconstructed as directed by the Owner. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the Owner, in the Owner's sole discretion, to replace or repair the same and, after notice, recover the reasonable cost of such replacement and repair from the Contractor and the Surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

5. LIQUIDATED DAMAGES

- 5.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of liquidated damages stated in Section 8-10.2 of F.D.O.T. Standard Specifications for Road and Bridge Construction, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.
- 5.2 For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.
- 5.3 The Owner has the right to deduct, as payment on such liquidated damages, against any money the Owner owes the Contractor.

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- 5.4 The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.
- 5.5 Contract days shall stop for purposes of determining if or how much liquidated damages shall be accrued upon substantial completion which shall occur as described on Section II, Definitions, Substantial Completion.

6. PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions (Section VII), and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

- 6.1 Within 30 days after receipt of the Contractor's request for partial payment by the Owner, the Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner or the Owner's Engineer, for work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner as retainage. After the Owner or Owner's Engineer determine that 50-percent of the construction has been completed pursuant to the Contract, the Contractor shall reduce the amount withheld from each subsequent progress payment to five (5) percent of the payment until all work has been performed, and accepted by the Owner or Owner's Engineer, strictly in accordance with this Agreement. Notwithstanding the foregoing, pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the Owner with a written consent from the Surety regarding the Project or payment in question, no such releases shall be required. The Surety may, in a writing served on the Owner, revoke its consent or direct that the Owner withhold a specified amount from a payment, which shall be effective upon receipt.
- 6.2 Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.
- 6.3 Contractor acknowledges that, pursuant to Florida law, the Contractor may not lien Owner's interest in the Project site. Contractor agrees to advise all subcontractors and material suppliers of the non lienable nature of the project and to further furnish each such person or entity a copy of the Labor and Material Payment Bond for the project.

7. INDEPENDENT CONTRACTOR

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It is hereby mutually agreed that the Contractor is and shall remain an independent contractor and is not an employee or agent of the Owner. The Contractor shall procure, pay for, and maintain Workers' Compensation insurance in an amount as required by law.

8. ADDITIONAL BOND

It is further mutually agreed between parties hereto that if, at any time after the execution of this Agreement and the Public Construction Performance Bond and the Public Construction Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at the Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

9. NOTICE

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified below:

Owner:
Brevard County Board of County Commissioners
Department of Natural Resources
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940

Contractor:
Waterfront Property Services, LLC dba Gator Dredging
13630 50th Way North
Clearwater, FL 33760

10. CONTRACT DOCUMENTS

The Contract Documents, as that term is defined in the Instructions to Contractors and attached hereto, are as fully a part of this Contract as if herein repeated,

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whether or not those documents are actually attached to this Contract. The permit information and permit requirements are contained in the Appendix of the Technical Specifications. The Drawings are provided separately.

11. AUDIT RIGHTS

11.1 In performance of the Contract, the Contractor shall keep books and records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of five (5) years after the termination of this Contract, unless such records are exempt from Section 24 (a) of Article I of the State Constitution and Section 119.07 (1) Florida Statutes. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until the litigation, claims or audit findings involving the records have been resolved.

11.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by the Contractor in the United States or any other country.

12. ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs, provided, this clause shall only apply to the Contractor and County, as parties to this agreement, and shall not be construed to prevent the Owner from covering its attorney's fees, expert witness fees or costs against a surety in accordance with the provisions of the performance bond or under any provision of state law requiring the surety to pay attorney's fees or costs.

13. GOVERNING LAWS

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

14. COMPLIANCE WITH STATUTES

It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

15. VENUE

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Venue for any legal action by any party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County Florida, and any trial shall be non-jury.

16. CONFLICT OF INTEREST

- 16.1 The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency board or commission thereof, to provide services relating to this Contract without written consent from the County.
- 16.2 The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- 16.3 The Contractor shall not award a contract or subcontract under this Agreement to any company who the Owner has a financial or any other interest in, including but not limited to employing an employee of the Owner or any member of an employee's, agents, or officer's immediate family.

17. INFORMATION RELEASE/GRANTOR RECOGNITION

News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Releases shall identify the funding entity as well as the funding source.

18. INDEMNIFICATION

The Contractor shall indemnify and save harmless to the limit allowed by law, the Owner and the Owner's Engineer and their agents, and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The obligation of the Contractor under this Article shall not extend to the liability of the Owner's Engineer and their agents or employees arising out of errors or omissions in maps, drawings, opinions, reports, surveys, contract modifications, designs or specifications which have been prepared by the Owner's Engineer. The Contractor agrees that \$1,000 shall be included as specific consideration for this indemnification in the bid price for the work covered by this Contract. This indemnification shall survive the term of this Agreement.

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19. SCRUTINIZED COMPANIES

- 19.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 19.2 If this Agreement is for more than one million dollars, the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.
- 19.3 Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 19.4 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 19.5 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

20. SURVIVAL

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

21. MODIFICATION

This Agreement, together with Contract Documents, constitutes the entire contract between the Owner and the Contractor and supersedes all prior written or oral understandings. No modification of this agreement shall be binding on Owner or Contractor unless reduced to writing and executed by a duly authorized

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representative of Owner and Contractor.

22. DISCOUNTS

All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes

18. PUBLIC RECORDS

18.1 Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required by the County to perform the services under this Agreement.

18.2 This Agreement may be unilaterally canceled by the County for refusal by the Contractor to either provide to the County upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

18.3 If Contractor meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under s. 119.10,

ii. Upon request from the County's custodian of public records, the Contractor shall provide the County 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. The Contractor shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County.

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iv. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services under this Agreement. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the County.

- 18.4. **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 AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS FOR THE NATURAL RESOURCES MANAGEMENT OFFICE by telephone at (321) 633-2016, by email at Jackie.Thompson@brevardfl.gov, or at the mailing address below:**

Brevard County Natural Resources Management Department
ATTN: Custodian of Records
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, FL 32940

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by its duly authorized representatives, effective as of the date on which the last of the parties hereto executes this Agreement.

Attest:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
OWNER

A blue ink signature of Scott Ellis, consisting of a stylized 'S' and 'E'.

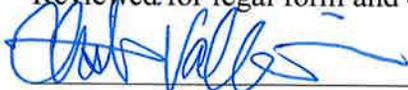
Scott Ellis, Clerk

A blue ink signature of Kristine Isirardi, featuring a large, flowing 'K' and 'I'.

Kristine Isirardi, Chair

As approved by the Board on: May 21, 2019

Reviewed for legal form and content by:

A blue ink signature of Christine Valliere, with a cursive 'C' and 'V'.

Christine Valliere, Assistant County Attorney

(SEAL)

Witnessed in the presence of**



Christopher VanDerpool

CONTRACTOR



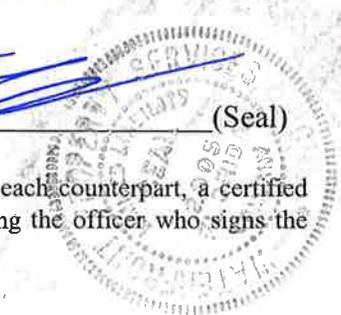
William J. Coughlin, III President

Attest:



(Seal)

- (*) In the event that the Contractor is a Corporation, there shall be attached to each counterpart, a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.
- (**) Two witnesses are required when Contractor is sole ownership or partnership.



CERTIFICATE

STATE OF FLORIDA

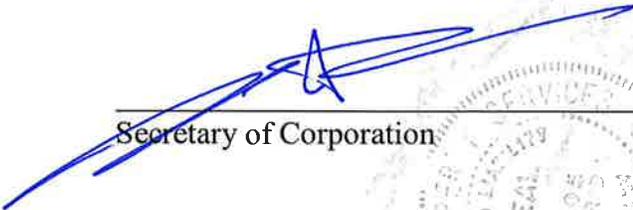
COUNTY OF Pinellas

I HEREBY CERTIFY that at a meeting of the Board of Directors of Waterfront Property Services, LLC DBA Gator Dredging, a corporation under the laws of the State of Florida, held on June 18, 2019, the following resolution was duly passed and adopted:

"RESOLVED, that William J. Coughlin, III, as President of the corporation, be is hereby authorized to execute the Contract dated June 18, 2019, between BREVARD COUNTY, FLORIDA, and this corporation, and that the execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation on this 18 day of June, 2019.



Secretary of Corporation

