

April 28, 2020

Dunedin Boaters,

I want to thank all of you for sharing your questions, comments and concerns. Unfortunately we have made a controversial project even more difficult through miscommunication and a compressed timeline. We apologize for the distress this has caused and we commit to doing better in the future.

I hope that this e-mail will convey the fact that the Marina dredge project is feasible and workable. To that end, please see details below;

Project Description

- On April 27, 2020 the City of Dunedin issued a Notice to Proceed to Waterfront Property Services, Inc. LLC d.b.a Gator Dredging to start the dredge on Monday June 1, 2020.
- The project comprises dredging of the Marina entrance channel and Marina basin to authorized depths, dewatering of sediment, transportation and final disposal of dredged sediments.
- The executed contract is attached to this e-mail for your information.

The project was always intended to be completed in phases, a fact that was not articulated properly in the previous correspondence. The intent of the City and the contractor is to complete the project as quickly as possible and this expedited timeline is being incentivized. The phasing plan provided by the contractor thus far is attached and is subject to change due to equipment availability, weather conditions, etc. The phases currently are as follows;

- Phase 1 of the project to include the south wall, C Dock, southern half of B Dock and the corresponding portion of the west wall.
- Phase 2 to include the northern half of B Dock, southern half of A Dock and the corresponding portion of the west wall
- Phase 3 to include the northern half of A Dock, Commercial wall and the corresponding portion of the west wall
- Phase 4 to include the entry channel to the Intracoastal Waterway
- The contractor must notify the City five days before moving on to another phase.
- The City will notify the boat owner with as much notice as possible to move the boat to a predetermined slip. If the boat owner is not available, the City will move the boat with hooks and ropes.

The timeline is as follows as it pertains to access;

- Friday, May 8, 2020: Boat ramp closes to the general public and will be available for slip renters only
- Friday, May 29, 2020: Access closes to the marina via the boat ramp and the entrance channel.

The Bid Process

Staff has received multiple questions regarding the bid process. The process is described below;

- The contract documents were bid and properly advertised on Friday, January 10, 2020
- 37 companies obtained plans and specifications
- There were 4 Addenda issued to this bid
- 3 bid responses were received by the Thursday, February 27, 2020 deadline
- The bids were reviewed by the Purchasing Agent and Engineering staff, along with input solicited from the Parks & Recreation Department
- The three bids received were from:
 - Waterfront Property Services (d.b.a. Gator Dredging) at \$1,146,558
 - Energy Resources/New World Craftsmen (Joint Venture) at \$1,403,850
 - ATL Diversified Industries at \$1,781,755.50.
- The bid documents provided early completion incentives as follows:

Duration (Weeks)	Amount \$
6	100,000
7	80,000
8	70,000
9	60,000
10	50,000
11	40,000
12	20,000

The bid response was scheduled for review by the Marina Advisory Committee on March 16, 2020. The meeting was cancelled due to Covid-19.

The construction contract award recommendation was originally scheduled for the March 31, 2020 City Commission Work Session. The item was deferred until the April 14, 2020 Work Session in order to address questions / concerns raised during the Agenda Review process and citizen comments received via e-comments.

The construction contract was awarded by the City Commission during the Work Session of April 14, 2020 to Waterfront Property Services (d.b.a. Gator Dredging) at \$1,146,558 plus incentives that could total up to an additional \$100,000 beyond the low bid amount.

Boat Ramp Information

- As mentioned above, the boat ramp will close to the general public on Friday, May 8, 2020 and will be available for slip renter's use until May 29, 2020
- Annual boat ramp passes for 2020 will be extended for the length of the closure.

Boat Storage on Property

Staff has secured permission from the Episcopal Church of the Good Shepherd located at 639 Edgewater Drive to store up to 20 boats on trailers in the lot to the north of the church currently used for overflow boat trailer parking. The City will secure the site and will require a hold harmless agreement from the boat owner. Please contact Laurie Ferguson, Harbormaster at (727) 298-3030 for more information.

Current Status of Removal of Boats

- There are 180 slips in the Marina. As of this writing, 62 slips are vacant or the boat owner has committed to vacate the slip.
- The goal is to remove as many boats as possible so the dredge can be completed as quickly as possible.

Commercial Docks

Staff is continuing to work with the commercial slip renters on an individual basis.

Waivers

For slip renters who vacate their vessels from the Marina:

Slip renters who remove their boats will most likely incur additional costs. As mentioned previously, the more boats that are removed, the faster the project can be completed. As a result the City is proposing additional waivers for those who have relocated or will remove their vessels. Waivers are described as follows;

- The deadline to vacate has been extended to Friday, May 29, 2020.
- Your slip rent will be suspended effective May 1, 2020. In addition, your slip rent will be delayed for one additional month after the completion of the project.

For slip renters who do not vacate the Marina:

- You will have use of your slip and vessel for the month of May.
- Slip rent for May will not be due until July 1, 2020.
- Slip rent charges will not resume until after the completion of the project.
- Once the project commences boats will not be able to enter or exit the Marina
- Slip renters will be asked to move their vessels as needed when work is conducted in the area of the vessel.
- Slip renters will continue to be responsible for properly securing their vessels in the event of a storm or other weather-related events.

Marina Fund and Rates

- The dredge project is a part of a Long-Range Capital Improvement Plan. The anticipated cost for the project is \$1,500,000. The project is within budget.
- Loss of revenue from abated slip rent payments was anticipated at a result of this project. Marina revenues for FY 2019 were \$565,375 with budgeted revenue in FY 2020 of \$470,000. Additional rent waivers will cost approximately \$ 45,000. Additional rent waivers can be accommodated within the existing budget
- City staff from the Parks & Recreation, Finance and Engineering Departments have been working collaboratively since 2019 to develop a Marina Financial Plan to include a Long-Range Capital Improvement Plan, Projected Fund Balances, and Rate Study for Sustainability. The current rates have not increased since October 2015.
- The proposed Rate Study is to provide the necessary funding to realize the Comprehensive Marina Capital Improvement Plan. The phased plan of the Rate Study was presented to the Marina Advisory Committee over several months and the plan was supported by the Committee by a vote on January 6, 2020.

Dock "A" Renovations

- Dock "A" renovations is another component of the Marina Capital Improvement Plan
- The project entails complete renovation of the dock. A consultant has been hired to revise the plans, obtain necessary permits and prepare the bid documents and provide current cost estimates. The plans are being updated to include piling replacement
- The required permitting has been secured and the other phases of the project are proceeding accordingly.
- The Dock A renovation project is still in the planning stages and not ready to be combined with the dredge project. The slips on Dock A are valuable areas for boat storage during the project. If the projects were to be combined, more boats would need to be vacated from the marina.
- Repairs will be made to the dock to ensure it is safe when boaters return.

Communications Plan

- The City will send an e-mail every Friday afternoon detailing progress on the dredge to date.

Other Questions/Comments

Access to Boats:

Several boaters have stated that they would like to check on their boats during the dredge. Please call the Harbormasters Office at (727) 298-3030 and we will ensure you have access to your boat.

The Completion Date:

Staff anticipates this project will be completed before November 1, 2020. The longer performance period was provided in order to attract multiple bidders. Most dredging contracts do not have a disposal site readily available at a given time. Competitive bidders yield favorable pricing. It was recognized that the period was generous and likely unneeded. The incentives in the contract are designed to expedite the dredge while taking advantage of the low bid.

Why Are We Commencing During Covid-19?

We realize that this project resulted in more stress for some of our residents and for that we truly apologize. The bid from Gator Dredging was very competitive and well within budget. Staff inquired as to whether the project could be delayed and the contractor did not commit to honor the bid. A delay would result in a much more expensive project given the next lowest bid and the fact that the studies upon which the dredge is based would have to be redone. In addition, the delay would be a minimum of one year as staff did not want the Marina closed during the busy season when area businesses are recovering from closures.

In conclusion, we are, as is every other organization, struggling against time, budget and our ability to communicate during the Covid-19 pandemic. Regardless, we are public servants and should have done better.

In order to ensure that the project proceeds at the proper pace with better communication, project management has been centralized in the City Manager's Office and the Project Manager will be Doug Hutchens, Deputy City Manager. Whereas Laurie Ferguson, Harbormaster (727)-298-3030 will remain the first point of contact, Doug Hutchens will oversee all activity related to it.

Please let me know if you have additional questions or comments.

Respectfully



Jennifer K. Bramley
City Manager

CC: Dunedin City Commission
Doug Hutchens, Deputy City Manager
Jorge Quintas, Director of Public Works & Engineering
Vince Gizzi, Director of Parks & Recreation

Dunedin Marina Dredge Phasing Plan

Note: This plan is subject to change at any time at Contractor's discretion.

Legend

Phase 4
(Channel)

Phase 3

Phase 2

Phase 1

Phase 3 & 4
Offload Area

Phase 2
Offload Area

Phase 1
Offload Area



SECTION 00600 - AGREEMENT

THIS AGREEMENT is dated as of the 17th day of April, 2020, by and between the City of Dunedin, a Florida municipality, located at 542 Main Street Dunedin Florida

34698, hereinafter called the CITY, and, Waterfront Property Services, LLC, d.b.a Gator Dredging a

Florida Corporation, located at 13630 50th Way North, Clearwater, Florida 33760,

hereinafter called CONTRACTOR.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. For the project entitled:

City of Dunedin Marina Maintenance Dredging Project

Financial Project #: 491701

Bid #: 20-1149

Article 2. ENGINEER.

Reference to ENGINEER in the Contract Documents shall be the engineer of the CITY. The CITY will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME; LIQUIDATED DAMAGES

3.1 The work shall be completed by November 2, 2020 as provided under Article 2.3 of the General Conditions and completed and ready for final payment in accordance with Article 14.13 of the General Conditions.

3.2 Liquidated Damages. The CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions.

The CITY and CONTRACTOR recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the CITY would suffer in the event CONTRACTOR neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY Three Thousand dollars (\$3,000.00) for work each day (Monday through Saturday) that expires after the time specified in paragraphs 3.1 for completion until the Work is complete.

Article 4. CONTRACT PRICES

4.1 CITY shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds per Section 00500 BID, Item 4.

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total Amount
1	Mobilization / Demobilization	1	LS	\$105,000	\$105,000
2	Maintenance of Traffic	1	LS	\$7,500	\$7,500
3	Temporary Construction	1	LS	\$82,500	\$82,500
4	Pipeline Route and Pump Installation	1	LS	\$100,000	\$100,000
5	DMMA Pre-Construction Condition Assessment	1	LS	\$4,500	\$4,500
6	Pre-Dredge Hydrographic Survey & Condition Assessment	1	LS	\$15,000	\$15,000
7	Progress Hydrographic Survey	3	LS	\$5,000	\$15,000
8	As-Built Survey	1	LS	\$12,000	\$12,500
9	Utilities and Debris Survey	1	LS	\$2,500	\$2,500
10	Floating Turbidity Barrier and Monitoring	1	LS	\$12,500	\$12,500
11	Environmental Monitoring	1	LS	\$10,000	\$10,000
12	DMMA Site Restoration	1	LS	\$20,000	\$20,000
13	Erosion Control	1	LS	\$10,000	\$10,000
14	Indemnification	1	LS	\$10	\$10
15	Debris Removal (Includes Transp./Disposal)	130	CY	\$15.00	\$1,950
16	Dredging	13,000	CY	\$29.00	\$377,000
17	Sediment Processing and Dewatering	13,000	CY	\$5.00	\$65,000
18	Effluent Treatment	13,000	CY	\$5.00	\$65,000
19	Transportation of Sediments	13,000	CY	\$10.00	\$130,000
20	Disposal	13,000	CY	\$2.00	\$26,000
21	Permit Modification	1	LS	\$30,000	\$30,000
22	Credit for Pre-Approved Non-Standard Inspection Services		Day	\$400	\$400
Subtotal				\$1,092,360	
23	Contingency Allowance (5% of subtotal)	1	LA	\$54,618	\$54,618
GRAND TOTAL				\$1,146,978	

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. The CITY shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the first day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.6.3 of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements. CONTRACTOR shall submit a Progress Payment affidavit and partial release of lien to the CITY on forms which the CITY may provide an indication that all subcontractors, sub-subcontractors, laborers, materialmen, and suppliers have been paid for the improvements completed
- 5.1.1 Prior to Completion progress payments will be made in an amount equal to the percentage of the work completed, as measured by dredging area, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or the CITY may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 5.1.2 Prior to Completion, progress payments for materials and equipment not incorporated in the Work but delivered and suitably stored and accompanied by documentation satisfactory to the CITY, as provided in paragraph 14.2 of the General Conditions, will be made in an amount equal to 0% as established by the schedule of values.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, the CITY shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13. Prior to final payment, the CONTRACTOR must provide the CITY with waivers of any and all claims and liens from the CONTRACTOR and any subcontractors, sub-subcontractors, laborers, suppliers of materialmen. These waivers are conditions precedent to final payment. The CITY may withhold amounts it deems necessary to cover any claims of which it has been notified of subcontractors, sub-subcontractors, laborers, suppliers of materialmen or others from the final payment to the CONTRACTOR.

Article 6. SUBCONTRACTS

No more than 51% of the dollar value of the total contract work may be accomplished by subcontractors. The balance of work must be accomplished by selected CONTRACTOR'S own forces.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce the CITY to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in

any manner may affect the cost, progress, performance, or furnishing of the Work.

- 7.2 CONTRACTOR has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise, may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions and Section 4 of the Instructions to Bidders; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The following Contract Documents are incorporated herein by reference as if originally set forth in this agreement, and comprise the entire agreement between the CITY and CONTRACTOR concerning the Work consists of the following:

- 8.1. SECTION 00100 - INVITATION TO BID (pages 00100-1 to 00100-2).
- 8.2. SECTION 00200 - INSTRUCTIONS TO BIDDERS (pages 00200-1 to 00200-6).
- 8.3. SECTION 00300 – GENERAL CONDITIONS (pages 00300-1 to 00300-39).
- 8.4. SECTION 00400 – SUPPLEMENTARY CONDITIONS (page 00400-1 to 00400-2).
- 8.3. SECTION 00500 – BID (pages 00500-1 to 00500-16).
- 8.6. SECTION 00600 – AGREEMENT (pages 00600-1 to 00600-25).
- 8.7. TECHNICAL SPECIFICATIONS (as listed in TABLE OF CONTENTS thereof).

- 8.8. CONSTRUCTION PLANS, inclusive.
- 8.9. ADDENDA, number ___ to ___, inclusive.
- 8.10. Documentation submitted by CONTRACTOR prior to NOTICE OF AWARD.
- 8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
- All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 8.12. The documents listed in paragraph 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

Article 9. INDEMNITY

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, charter officials, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR'S liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR'S expense. The CITY shall have the right, at its option, to participate in defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (i) an adverse determination with respect to the third-party claim would, in the good faith judgment of the CITY, be detrimental in any material respect to the CITY's reputation; (ii) the third party claim seeks an injunction or equitable relief against the CITY; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend the third party claim vigorously. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section

725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Article 10. REIMBURSEMENT OF ENGINEER EXPENSES

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the CITY for all expenses of ENGINEERING and inspection incurred by the CITY during the period between said specified or adjusted time and the actual date of final completion. All such expenses for ENGINEERING and inspection incurred by the CITY will be charged to the CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as ENGINEER charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for herein.

Article 11. CONTRACTOR'S PUBLIC RECORDS OBLIGATIONS:

Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by CONTRACTOR as an agent of the CITY, CONTRACTOR shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the CITY in order to perform the work contemplated by this Contract; (b) provide the public with access to Public Records, on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR within thirty (30) days after termination of this Contract, however, terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the CITY with a letter confirming that this has been done within thirty (30) days of the termination of this Contract. All Public Records stored electronically must be provided to the CITY in a format that is compatible with the information technology of the CITY. If CONTRACTOR does not comply with a public records request, the CITY may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which the CONTRACTOR is acting as an agent of the CITY.

Article 12. MISCELLANEOUS:

- 12.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meaning indicated in the General Conditions.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 12.3 The CITY and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 12.4 Additional work, changes to the Contract Price, or Contract Time, is subject to the CITY's prior written approval. The ENGINEER has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or Change Orders.
- 12.5 Headings and References; Incorporation of Exhibits: The headings contained in this agreement are inserted for the convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Agreement. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.
- 12.6 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 12.7 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.
- 12.8 Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 12.9 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the jurisdiction of the United States District Court for the Middle District of Florida, Tampa Division, and the Circuit Court of the Sixth Judicial Circuit in Pinellas County Florida, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may

not be enforced in or by such courts.

- 12.10 No third Party Beneficiary Rights: This Agreement shall create no rights or claims whatsoever in any person other than a party hereto.
- 12.11 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected pt impaired thereby.

Article 13. CITY PROVISIONS

None Provided.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the CITY and CONTRACTOR have caused this Agreement to be executed the day and year shown below.

This Agreement will be effective on April 17, 2020

CITY OF DUNEDIN, FLORIDA

By: *Juli Wankryn*
MAYOR (Sign)

Waterfront Property Services,
CONTRACTOR: LLC. d.b.a Gator Dredging

By: *W. J. Coughlin III*
(Signature)

William J. Coughlin, III
(Type or Print)

Attest: *Rebecca C. Sanchez*
CITY Clerk of the
CITY of DUNEDIN, FL

(CORPORATE SEAL)

Reviewed and approved:

Chris Sull
CITY Attorney (Sign)

Address for giving notice to the CITY

CITY OF DUNEDIN
ENGINEERING DIVISION
P.O. BOX 1348
737 LOUDEN AVE., 2ND FLOOR
DUNEDIN, FLORIDA 34698

Address for giving notices

13630 50th Way North,
Clearwater, Florida, 33760

License No. GC #: 1512360

Agent for service of process: _____

(If CONTRACTOR is a corporation attach evidence of authority to sign.)

CORPORATE ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Pinellas

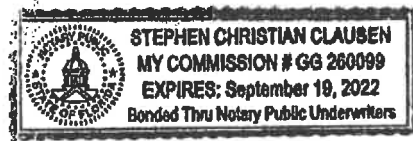
The foregoing instrument was acknowledged before me this 17th day of April, 2020

by William J. Coughlin, III (name of officer or agent, title of officer or agent),
of Waterfront Property Services, LLC. d.b.a Gator Dredging (name of corporation
acknowledging), a Florida (state or place of

incorporation) corporation, on behalf of the corporation. He/She is **personally known** to
me) (or has produced identification) _____ (type of
identification) (as identification) and (did/did not
take an oath.


Signature of Person Taking
Acknowledgment

Stephen C. Clausen
Name of Acknowledger Typed,
Printed or Stamped



CERTIFICATE AS TO CORPORATE PRINCIPAL

STATE OF FLORIDA)
) SS
COUNTY OF)
Pinellas)

I HEREBY CERTIFY that a meeting of the Board of Directors of Waterfront Property Services, LLC. d.b.a Gator Dredging a corporation under the laws of the State of Florida held on April 17th, 20 20 the following resolution was duly passed and adopted:

"RESOLVED", that William J. Coughlin, III,
as Waterfront Property Services, LLC. d.b.a Gator Dredging President of the corporation, be he/she is hereby authorized to execute the Agreement dated April 17th, 2020, between the CITY of DUNEDIN, Florida and this Corporation, and that his/her 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 this 17th day of April, 2020.

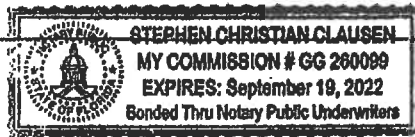
Signature of Secretary
Philip A. Fordeley
(Print or Type)

(Seal)

Subscribed and sworn to before me
this 17 day of April, 20 20

Notary Public

My Commission Expires: _____



FLORIDA PERFORMANCE BOND

BOND NO.: SUR0001138

AMOUNT: \$1,146,978.00

KNOW ALL MEN BY THESE PRESENTS, that Waterfront Property Services, LLC dba Gator Dredging
of 13630 50th Way North Clearwater, FL 33760
hereinafter called the CONTRACTOR (Principal), and

Frankenmuth Mutual Insurance Company

a duly organized corporation, nationally recognized surety company licensed and/or registered to engage in the surety business in the State of Florida and enter into agreements of surety with a resident agent licensed and having an office in Florida and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, are held firmly bound unto the CITY of DUNEDIN, Florida as OWNER (Obligee), in the sum of: ~~One Million One Hundred Forty Six Thousand~~ Nine Hundred Seventy Eight Dollars (\$ 1,146,978.00), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER. The CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows: In the event of a default by the CONTRACTOR, the Surety shall assume all obligations of the CONTRACTOR under the contract documents including assuming all warranties, providing all as built drawings, meeting all indemnification and insurance requirements, payment of royalties and license fees, providing for the safety of persons and property and all other obligations of the CONTRACTOR under the contract documents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached with the OWNER, dated April 17, 2020, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Plans, Drawings, and Specifications prepared by the Owner's, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein, for a project entitled as:

*City of Dunedin Marina Maintenance Dredging Project
Financial Project #: 491701
Bid #: 20-1149*

NOW, THEREFORE, the conditions of this obligation are such that if the above bonded CONTRACTOR shall in all respects fully, promptly, and faithfully comply with the terms and conditions of said Contract Documents (which include the Plans, Drawings, Specification, and conditions as prepared by said ENGINEER, Invitation to Bid, Instructions to Bidders, the CONTRACTOR'S bid as accepted by the above OWNER, the Bid and Contract Performance and Payment Bonds, all Addenda, if any, issued prior to the opening of bids and change orders), and shall indemnify and save harmless above OWNER against and from all costs, expenses, damages, including but not limited to damages for delay due to CONTRACTOR'S default, attorney's fees, including appellate proceedings, injury, or loss of which said OWNER may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure to petition within the prescribed time, delay or default, including patent infringements, on the part

Marina Maintenance Dredging Project

00600-12

WQC
AGREEMENT

of said CONTRACTOR, his agents, or employees, in the execution or performance of said CONTRACT; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents;

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said Contract shall effect said obligation of said Surety on this bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications or any other changes, compliance or noncompliance to the terms of the Contract as to the work or to the Specification. The Surety shall be responsible for the delay, damages, or liquidated damages due to CONTRACTOR'S default and consequential damages for Surety's failure to fulfill its responsibilities as set forth herein.

Any suit under this Bond must be instituted within five years from the date the cause of action accrued.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument in two (2) original counterparts this 17 day of April, 2020 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR (PRINCIPAL)
Waterfront Property Services, LLC dba
Gator Dredging

(Firm Name)

By

(Signature)

(Print or type)

(Seal)

 Attest

Frakenmuth Mutual Insurance Company
Surety

By

Kevin Wojtowicz
Attorney-in-Fact & FL Licensed Agent

(Affix Corporate Seal Here)

XKNEST Witness:


Margaret A. Schulz, CSR

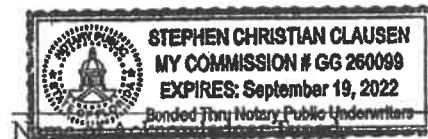
CORPORATE ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17 day of April,
2020 by William J. Coulton III (name of
officer or agent, title of officer or agent), of PRESIDENT CEO (name of corporation
acknowledging), a Florida (state or place of incorporation) corporation, on behalf of
the corporation. He/She is ~~(personally known to me)~~ (or has produced
identification) _____ (type of identification) (as identification) and
(did/did not) take an oath.


Signature of Person Taking
Acknowledgment



Printed or Stamped

FLORIDA PAYMENT BOND

BOND NO. SUR0001138

AMOUNT: \$1,146,978.00

Waterfront Property Services, LLC

KNOW ALL MEN BY THESE PRESENTS, that dba Gator Dredging

of 13630 50th Way North Clearwater, FL 33760
hereinafter called the CONTRACTOR (Principal), and

Frankenmuth Mutual Insurance Company

a duly organized corporation, nationally recognized surety company licensed and/or registered to engage in the surety business in the State of Florida and enter into agreements of surety with a resident agent licensed and having an office in Florida and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, are held firmly bound unto the CITY of DUNEDIN, Florida as OWNER (Obligee), in the sum of: One Million One Hundred Forty Six Thousand Nine Hundred Seventy Eight Dollars (\$ 1,146,978.00), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER. The CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached with the OWNER, dated April 17, 2020, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Plans, Drawings, and Specifications prepared by the Owner's, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein, for a project entitled as:

*City of Dunedin Marina Maintenance Dredging Project
Financial Project #: 491701
Bid #: 20-1149*

NOW, THEREFORE, the conditions of this obligation are such that if the above bounded CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work provided for in said Contract in accordance with Florida Statutes, Section 255.05 or Section 713.23; then this obligation shall be null and void and of no further force and effect; otherwise to remain in full force and effect;

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said Contract shall effect said obligation of said Surety on this bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications or any other changes, compliance or noncompliance to the terms of the Contract as to the work or to the Specifications. The claimant shall give written notice to the CONTRACTOR and to the Surety as requested by Florida Statutes, Section 255.05 or Section 713.23.

Any actions against the CONTRACTOR or the Surety shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument in two (2) original counterparts this 17 day of April, 20 20 the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR
Waterfront Property Services, LLC dba
Gator Dredging
(Firm name)

By Will Dlyght III
(Signature)

[Signature]
Attest

William F. Campbell III
(Type or print)

(Seal)

Frankenmuth Mutual Insurance Company
Surety

ATTEST:
[Signature]
Margaret A. Schulz, CSR

By Kevin Wojtowicz
Attorney-in-Fact & FL Licensed Agent

(Affix Corporate Seal Here)

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Kevin Wojtowicz, John R. Neu, Laura Mosholder, Tracey C. Brown, David R. Turcios, and Jessica P. Reno

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:


Forty Million and 00/100 Dollars (\$40,000,000)

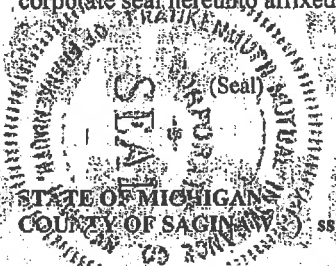
This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

RESOLVED, that the President, Senior Vice-President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5th day of July, 2016.

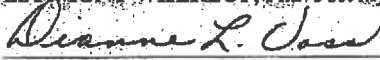
Frankenmuth Mutual Insurance Company

By 
Frederick A. Edmond, Jr.,
President and Chief Operating Officer



Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 5th day of July, 2016.


Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2018



I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this _____ day of _____, 20____


Andrew Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, ONE TYLER DRIVE, SUITE 3, YARMOUTH, ME 04096

CORPORATE ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Pinellas

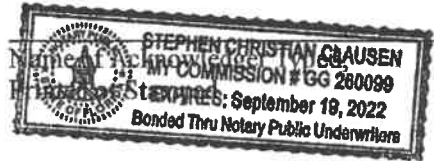
The foregoing instrument was acknowledged before me this 17th day of April, 2020 by
(name of officer or

agent, the title of officer or agent), of Waterfront Property Services, LLC. d.b.a Gator Dredging (name of the
corporation

acknowledging), a Florida (state or place of incorporation) corporation, on
behalf of the corporation. He/She is personally known to me (or has produced identification)
(type of identification) (as identification) and (did/did not) take an
oath.



Signature of Person Taking
Acknowledgment



NOTICE OF AWARD

Dated: xxx xx, 20xx

TO: Waterfront Property Services, LLC. d.b.a Gator Dredging
(Bidder)

ADDRESS: 13630 50th Way North, Clearwater, Florida, 33760

City of Dunedin Marina Maintenance Dredging Project
Financial Project #: 491701
Bid #: 20-1149

You are notified that your Bid dated April 17, 2020 or the above Contract has been approved by the CITY Commission. You are the Successful Bidder. Accordingly, notice is hereby given of the Award of this contract to you.

The Contract Price of your contract is \$ 1,146,978.00
One million one hundred forty-six thousand nine hundred seventy-eight
Dollars
Zero
Cents

Two (2) copies of each of the proposed Contract Documents, (except Drawings) accompany this Notice of Award.

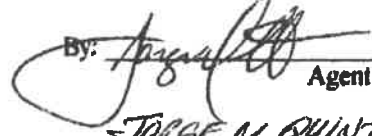
You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award that is by _____ (date):

1. You must deliver to the CITY two (2) fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover of each set of Contract Documents.
2. You must deliver with the executed Agreement, Insurance Certificates, and the Contract Security Bonds as specified in the Instructions to Bidders and in Article 5 of the General Conditions within fifteen (15) calendar days from the date of this Tentative Notice to you.
3. You should also have the following prepared for the preconstruction conference.
 - (a) A preliminary project construction progress schedule.
 - (b) An itemized schedule of payment and values.
 - (c) A detailed shop drawing submission plan.

Failure to comply with these conditions within the time specified will entitle the CITY to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within forty-five (45) days after you comply with those conditions, the CITY will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

CITY of DUNEDIN

By:  Agent (Sign)
JORGE M. QUINTAS
Agent (Print)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By (CONTRACTOR Name) Waterfront Property Services, LLC. d.b.a Gator Dredging

this 17th day of April, 20 20

By (Signature) 

Print Name and Title William J. Coughlin, III President / CEO

NOTICE OF EXECUTION/NOTICE TO PROCEED

Dated : April 27, 2020

TO: Waterfront Property Services, LLC., d.b.a Gator Dredging
(CONTRACTOR)

ADDRESS: 13630 50th Way North, Clearwater, Florida 33760

City of Dunedin Marina Maintenance Dredging
Project Financial Project #: 491701
Bid #: 20-1149

Pursuant to GC § 2.3, this is formal notice that the attached contract documents with respect to the Dunedin Marina Dredging Project have been executed. The calendar date for the completion of Work to be performed by Waterfront Properties Services, LLC., d.b.a Gator Dredging for this project shall be November 2, 2020. Notice is given that Contractor shall start to perform the Work on June 1, 2020, which shall also be the beginning of the Contract Time. Pursuant to GC § 2.4, absent prior written approval of the City, no Work shall be done at the site prior to the date on which the Contract time commences to run.

CITY of DUNEDIN

By:  Agent (Sign)

Jorge M. Quintas, P.E.,
Public Works & Utilities Director/City Engineer

Agent (Print)



WATEPRO-01

MLEWIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2020

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

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

Table with 2 main columns: PRODUCER (Construction Casualty Insurance, LLC) and CONTACT (Marissa Lewis). Includes insurer details like Continental Insurance Co, American Casualty Company of Reading, PA, etc.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main coverage table with columns: INBR LTR, TYPE OF INSURANCE, ADDL INSD, BUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Financial Project #: 491701

Bid #: 20-1149
When required by written contract, City of Dunedin Marina - Maintenance Dredging Project is Additional Insured with all policies herein except for Workers Compensation Policy.

Table with 2 columns: CERTIFICATE HOLDER (City of Dunedin Marina - Maintenance Dredging Project) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature line).