



TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile, Hillsboro Beach, Florida 33062
March 21, 2023 | 8:30 AM

SPECIAL COMMISSION MEETING

MAYOR DEBORAH L. TARRANT
VICE MAYOR IRENE KIRDAHY
COMMISSIONER VICKY FEAMAN
COMMISSIONER BARBARA BALDASARRE
COMMISSIONER JANE REISER

TOWN MANAGER WILLIAM 'MAC'SERDA, ICMA-CM
TOWN ATTORNEY DONALD J.DOODY, ESQ
TOWN CLERK SHERRY D.HENDERSON, CMC

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

I. RESOLUTIONS & CONTRACTS

- A. Resolution No. 2023-09** Consideration to Approve and Authorize the Appropriate Town Officials to Execute an Agreement Between the Town of Hillsboro Beach, City of Deerfield Beach and Great Lakes Dredge & Dock Company, LLC Piggybacking the Terms and Conditions of the Agreement Between the City of Boca Raton and Great Lakes Dredge & Dock Company, LLC.

II. PRESENTATIONS

- A. Recognizing Mayor Deborah L. Tarrant & Commissioner Vicky Feaman for Years of Service and Leadership**
- B. Proclamation Presentation to Mayor Tarrant from Broward County Mayor Lamar Fisher (District 4)**
- C. Presentation by Mattia Cipriano & Hillsboro Beach Bocce Players**

III. TOWN MANAGER REPORT

IV. TOWN ATTORNEY REPORT

V. TOWN COMMISSION COMMENTS/REPORTS

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

PLEASE TAKE NOTICE AND BE ADVISED that if any interested person desires to appeal any decision made by the Town Commission, Special Master or any other Boards or Commissions of the Town with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The meeting/hearing may be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. Please contact Sherry D. Henderson, Town Clerk at (954) 427-4011 Town Hall - 1210 Hillsboro Mile, Hillsboro Beach, FL 33062. Shenderson@townofhillsborobeach.com

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RESOLUTION NO. 2023-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH, THE CITY OF DEERFIELD BEACH AND GREAT LAKES DREDGE & DOCK COMPANY, LLC PIGGYBACKING THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE CITY OF BOCA RATON AND GREAT LAKES DREDGE & DOCK COMPANY, LLC DATED FEBRUARY 3, 2023 PURSUANT TO CITY OF BOCA RATON’S BID NO. 2023-06-FV; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the proper Town officials to execute an Agreement between the Town of Hillsboro Beach, the City of Deerfield Beach and Great Lakes Dredge & Dock Company, LLC piggybacking the terms and conditions of the Agreement between the City of Boca Raton and Great Lakes Dredge & Dock Company, LLC dated February 3, 2023 pursuant to City of Boca Raton’s Bid No. 2023-06-FV.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the proper Town officials to execute the Agreement between the Town of Hillsboro Beach, the City of Deerfield Beach and Great Lakes Dredge & Dock Company, LLC piggybacking the terms and conditions of the Agreement between the City of Boca Raton and Great Lakes Dredge & Dock Company, LLC dated February 3, 2023 pursuant to City of Boca Raton’s Bid No. 2023-06-FV. A copy of the Agreement is attached hereto as Exhibit “A”.

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

AGREEMENT

This Agreement is made this ___ day of _____, 2023, between the City of Deerfield Beach, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 150 N. E. 2nd Avenue, Deerfield Beach, Florida 33441 (the “City”), the Town of Hillsboro Beach (the “Town”) and Great Lakes Dredge & Dock Company, LLC, a Delaware corporation authorized to do business in Florida, with its principal place of business located at 9811 Katy Freeway, Suite 1200, Houston, TX 77024 (the “Contractor”).

WITNESSETH

WHEREAS, on October 8, 2020, the City and the Town entered into a Settlement Agreement to conduct joint beach nourishment projects over a 30 year period; and

WHEREAS, the City and Town have been coordinating the first joint beach nourishment project, and the first phase of this coordination consisted of the design and permitting of the first joint nourishment project to be conducted under the terms of the Settlement Agreement; and

WHEREAS, as part of a regional approach, the City has been coordinating with the City of Boca Raton with the potential to utilize sand from the Boca Raton ebb shoal for the Joint Project (as defined below); and

WHEREAS, the City of Boca Raton issued Bid No. 2023-06-FV for a dredge project to occur within Boca Raton (the “Bid”), and the Bid included mandatory bid alternates (the “Bid Alternates”) for placing up to 182,000 cubic yards of sand from the ebb shoal (with the ability to increase the sand amount by up to 25%) on the City and Town beaches (which areas are described in the Bid as Deerfield North Extension, Deerfield/Hillsboro Primary Placement Area, and Hillsboro South Extension) (the “Joint Project”); and

WHEREAS, on January 10, 2023, the City of Boca Raton awarded the Bid to Contractor, and the City of Boca Raton executed an Agreement with Contractor, dated February 3, 2023 (the “Boca Contract”); and

WHEREAS, the City, Town and Contractor desire to enter into an agreement for beach nourishment/beach fill placement services for the locations set forth in the Bid Alternates (collectively, the “Bid Alternate Services”), by utilizing the terms of the Bid and the Boca Contract, including the Bid Alternates included for the Joint Project as provided therein, in a total sand placement amount not to exceed Four Million (\$4,000,000) Dollars for the Joint Project; and

WHEREAS, pursuant to the terms of the Settlement Agreement, the City and the Town shall each pay their pro-rata share of the costs for the Services based on the amount of sand placed on the respective City and Town beaches; and

WHEREAS, Section 38-116(3)(b)10. of the City Code provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations method where the desired services are the subject of a contract with another governmental entity, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, Section 2-60 (g) of the Town’s Code of Ordinance provides the authority of the Town to contract the contemplated services from Great Lakes Dredge & Dock Company, LLC by piggybacking the contract between the City of Boca Raton and Great Lakes Dredge & Dock Company, LLC entered into as a result of the City of Boca Raton issuing Bid No. 2023-06-FV for the contemplated dredge project.

WHEREAS, the Contractor’s Bid submission for the Bid Alternates for the Joint Project is attached as Exhibit “A” (the “Proposal”), and the plans for the Joint Project are attached as Exhibit “B” (the “Project Plans”).

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Term. The term of this Agreement commences upon full execution and shall continue until completion of the Services, unless terminated earlier as provided in the Boca Contract.

Section 2. Contract Terms. The Parties agree that the Contractor shall execute the Joint Project on the same terms, conditions, obligations, and in the same manner as set forth in the Boca Contract, except as otherwise provided herein. All recitals, representations, and warranties of Contractor made by Contractor in the Boca Contract are restated as if set forth fully herein, made for the benefit of the City and Town and the Joint Project, and incorporated herein. All references to the “City” or “Owner” are hereby replaced with the “City of Deerfield Beach and the Town of Hillsboro Beach” with respect to the Bid Alternate Services and Contractor’s Proposal. Further, with respect to the Bid Alternate Services, all references in the Boca Contract to the “Engineer” shall refer to “Coastal Protection Engineering, LLC” (the “Joint Project Engineer”), all references to the “Plans” shall refer to the “Project Plans”, attached as Exhibit “B”, and all references to “Acceptance Sections”, shall refer to the sections described in Exhibit “C”, and all such Exhibits are incorporated herein by this reference. The Boca Contract is hereby incorporated by reference and set forth as Exhibit “D”. It is expressly agreed and understood that any terms not addressed in this Agreement shall be governed by the terms of the Boca Contract with respect to the Bid Alternative Services.

Section 3. Compensation and Method of Payment.

3.1 *Payment for Beach Fill Placement.* The City and the Town shall compensate Contractor for sand placement Services for the Bid Alternate Services pursuant to the Bid Alternate Pricing in the Proposal and the beach fill placement payment terms of the Boca Contract (including General Conditions, Sect. 31). The City and Town acknowledge and agree that the City and Town shall each be responsible to pay to the Contractor for their own respective portion of the beach

sand fill placement costs based on the percentage of sand actually placed and certified for payment on each respective municipality's beach, subject to additions and deletions by Change Order as provided for in the Boca Contract.

3.2 *Progress Payments.* Monthly progress payments to the Contractor shall be based solely on 100% completed and surveyed Acceptance Sections that have been accepted by the City or the Town, as applicable based on beach fill placement location. Progress payments shall be subject to retainage as per the General Conditions of the Boca Contract Documents. All field notes, computations and the records used by the Contractor to compute fill quantities shall be furnished to the City and Town and Joint Project Engineer with the Application for Payment. Acceptance Section surveys shall be conducted by the Contractor.

3.3 *Proportionate Payment and Invoicing.* The total monthly amount to be invoiced by Contractor shall be divided between the City and the Town for their pro-rata share of the costs for the Bid Alternate Services based on the amount of sand placed on the respective City and Town beaches. The City shall not be responsible for payment of monthly amounts invoiced to the Town, and the Town shall not be responsible for payment of monthly amounts invoiced to the City.

3.4 *Payment Calculations.* Payment calculations for payments due to Contractor shall be made using the average end-area method based on net quantities of beach fill placed and graded according to the requirements of these Specifications and the design template requirements specified in the Plans. Calculations shall only include those profiles included in the submitted survey data. Surveys conducted more than three (3) Days apart for any profile(s) included in the submittal shall not be accepted. A single submittal must include the beginning and end of an Acceptance Section.

Calculations of fill quantity estimated by the Contractor shall be reviewed by the Joint Project Engineer. In the event of a discrepancy, calculations made by the Joint Project Engineer shall govern. Gross fill quantities shall be based on the comparison of the Acceptance Section surveys. Any fill above the 1.0-foot overfill tolerance shall be deducted from the gross fill quantities and payment shall be based on the net fill quantity. It is acknowledged that the constructed beach may adjust cross-shore due to wave action. Material that is lost from the seaward edge of the dry berm that is immediately adjacent to and abutting the toe of fill of the construction template can be eligible for payment. The maximum volume of placed sand eligible for payment shall not exceed the template volume as measured at the respective profile.

3.5 *Mobilization Costs.* Contractor acknowledges that all mobilization and demobilization costs related to the Services and the Joint Project are being paid to Contractor by the City of Boca Raton through the Boca Contract, and that no additional payment shall be due to the Contractor under this Agreement for any mobilization or demobilization costs related to the Services or Joint Project. The Town acknowledges that the City has entered into an Interlocal Agreement with the City of Boca Raton whereby the City will pay Boca Raton for the proportionate share of the Joint Project mobilizations/demobilization costs (based on the proportionate amount of sand placed in each municipality), and that the Town shall reimburse the City for such mobilization/demobilization costs paid by the City to Boca Raton that are attributable to the proportionate amount of sand placed in the Town. Within fifteen (15) business days of execution

of this Agreement, the Town shall pay the City the amount of \$1,468,842.00, which is 80% of the Joint Project mobilizations/demobilizations costs for the estimated amount of sand that will be placed in the Town. The remaining 20% will be paid by the Town to the City within 30 days of Final Completion of the completed Joint Project and shall be based on the actual pro-rata amount of sand placed in the Town and certified for payment.

Section 4. Indemnification. Contractor shall indemnify and hold harmless the City and the Town, and their officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, or other persons employed or utilized by Contractor in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City or the Town of any immunity or protections to which they are entitled by law, including but not limited to the City's and Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Section 5. Insurance.

5.1 To ensure the Contractor's indemnification obligations for the Joint Project pursuant to this Agreement, Contractor shall provide, pay for and maintain in force at all times during the Services to be performed, Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance in the minimum amounts as set forth in the Boca Contract.

5.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Section and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall pay all deductible amounts, if any. Contractor shall specifically protect City and the Town and the City and Town Commissions by naming City and Town and the City and Town Commissions as additional insured under the Comprehensive General/Commercial Liability Insurance policy and business automobile liability insurance as well as on any Excess Liability Policy coverage.

5.3 Contractor shall provide to City and the Town certificates of insurance within ten (10) days of execution of this Agreement, and prior to commencement of work on the Joint Project, reflecting the coverage provided herein. Contractor shall provide to City and the Town a Certificate of Insurance or a copy of all insurance policies required by this Article. City and the Town reserve the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is completed. All certificates and endorsements required herein shall state that City and the Town shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. If any of the insurance coverages will expire prior to the completion of the Joint Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

5.4 City and the Town are to be expressly included as an Additional Insured with respect to general liability and excess liability coverages arising out of operations performed for the City and the Town by or on behalf of Contractor or acts or omissions of Contractor in connection with performance of such operation. If Contractor uses a subcontractor, then Contractor shall ensure that subcontractor names the City and the Town as an additional insured.

Section 6. Bonding. Contractor shall furnish to the City and the Town payment and performance bonds that secure Contractor's faithful performance of this Agreement and Contractor's payment obligations to third parties arising from this Agreement. The bonds shall be written for the benefit of the City and Town, shall comply with Section 255.05, Fla. Stat., and shall be in a form acceptable to the City Attorney and Town Attorney.

Section 7. Compliance with Laws. Contractor shall abide by all applicable Federal, State and local laws, orders, rules and regulations when performing work under this Agreement.

Section 8. Hydraulic Pipeline. The dredge work related to the Joint Project will be completed by hydraulic pipeline method. The Bid Alternate Services will require this pipeline to be extended along the dry beach within Boca Raton to the Palm Beach / Broward County line. This hydraulic pipeline shall be removed by the Contractor within 15 days of the completion of the Bid Alternative Services.

Section 9. Assignment. No party to this Agreement may assign its rights or obligations under this Agreement without the written consent of each other party to this Agreement

Section 10. Notice. Notwithstanding anything to the contrary in the Boca Contract, notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:	David Santucci, City Manager City of Deerfield Beach 150 N.E. 2 nd Avenue Deerfield Beach, Florida 33441
Copy to:	Anthony C. Soroka, City Attorney Weiss Serota Helfman Cole & Bierman, P.L. 2255 Glades Road, Suite 200E Boca Raton, Florida 33431
For Town:	William "Mac" Serda, Town Manager Town of Hillsboro Beach 1210 Hillsboro Mile Hillsboro Beach, Florida 33062
Copy to:	DJ Doody, Town Attorney Goren, Cherof, Doody & Ezrol, P.A.

3099 E Commercial Blvd #200
Fort Lauderdale, FL 33308

For Contractor: Armand Riehl, Vice President
Great Lakes Dredge & Dock Company, LLC
10151 Deerfield Park Blvd.
Bld 300, Suite 115
Jacksonville, FL 32256

Copy to: Stephanie Espinoza, Assistant General Counsel
Great Lakes Dredge & Dock Company, LLC
9811 Katy Freeway, Suite 1200
Houston, TX 77024

Section 11. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 12. Entire Agreement. This Agreement, including the Boca Contract (as modified herein), sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City of Deerfield Beach, through the City Commission signing by and through the Mayor, authorized to execute same by Commission action on the _____ day of _____, 2023, and the Town of Hillsboro Beach, through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2023, and Contractor signing by and through _____, authorized to execute same on the _____ day of _____, 2023.

CITY

CITY OF DEERFIELD BEACH

BY _____
BILL GANZ, MAYOR

____ day of _____, 2023.

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

APPROVED AS TO FORM:

ANTHONY SOROKA, CITY ATTORNEY

TOWN

TOWN OF HILLSBORO BEACH

BY _____
DEBORAH L. TARRANT, MAYOR

___ day of _____, 2023.

ATTEST:

SHERRY D. HENDERSON, TOWN CLERK

APPROVED AS TO FORM:

DJ DOODY, TOWN ATTORNEY

CONTRACTOR

GREAT LAKES DREDGE & DOCK COMPANY,
LLC

BY _____
President/Vice President

(Please Type Name of President/Vice President)

ATTEST:

Secretary

___ day of _____, 2023.

(Please Type Name of Secretary)

CORPORATE SEAL

EXHIBIT "A"

PROPOSAL - BID ALTERNATE PRICING

EXHIBIT "B"
PROJECT PLANS/FILL TEMPLATES

EXHIBIT "C"
ACCEPTANCE SECTIONS

CONTRACT

**Bid No. 2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event
PROJECT: 1440080**

This Contract made and entered into this 6th day of March, 2023, by and between the City of Boca Raton, (hereinafter called the **Owner**) a Florida municipal corporation, and Great Lakes Dredge & Dock, LLC, (hereinafter called the **Contractor**);

WHEREAS, the Owner desires to retain the Contractor for the Project as expressed in its Bid No. 2023-06-FV; and,

WHEREAS, the Contractor hereby covenants and agrees to undertake and execute all of the Work as required and described in the Contract Documents (as defined in Article 1 in the General Conditions), in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Contract.

1.0 DEFINITIONS

The definitions for all terms as used in this Contract and all Contract Documents shall be as defined in Article 1 of the General Conditions.

2.0 CONTRACT TIME

The Work under this Contract shall be commenced promptly and prosecuted with diligence.

The Work shall be Finally Completed by the Contractor on or before the Final Completion Date and ready for final payment in accordance with the General Conditions by April 30, 2023 as provided in the Notice to Proceed ("Contract Time").

3.0 COMPENSATION TO BE PAID CONTRACTOR

3.1 In consideration of the faithful performance of this Contract by the Contractor, the Owner will pay to the Contractor for the full and entire completion of this Contract and upon acceptance of the Work by the Owner the amount of \$5,948,545.00 subject to additions and deletions by Change Order as provided for in this Contract. This represents the entire cost which the Owner will have to pay the Contractor for acceptable and conforming Work, inclusive of all materials, supplies, costs, fees, and is the maximum extent of the owner's obligation to pay Contractor but does not constitute a limitation, of any sort, of the Contractor's obligations to perform the Work in accordance with this Contract.

3.2 The amount to be paid by the Owner shall be determined by unit prices (including lump sum line items), all of which are contained in the Bid documents submitted by the Contractor, which are incorporated in, and made a part of this Contract.

3.3 Any work performed by Contractor without proper authorization is performed at Contractor's risk, and Owner shall have no obligation to compensate Contractor for such work.

4.0 **LIQUIDATED DAMAGES**

4.1 Owner and Contractor recognize that time is of the essence for the completion of the Work. As such, Owner and Contractor recognize that Owner will suffer direct financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees to forfeit and pay Owner as liquidated damages for delay (but not as a penalty) the amount of \$ 2,000 for each calendar day that expires after the Contract Time until the Work is complete.

4.2 The Owner is hereby authorized to deduct the designated liquidated damages from the monies which may be due or become due to Contractor for the Work under this Contract, or as much thereof as the Owner may, at its sole discretion, deem just and reasonable.

5.0 **SUCCESSORS, ASSIGNS AND ASSIGNMENT**

The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred to by the sureties.

6.0 **INDEPENDENT CONTRACTOR**

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

7.0 **INTENT AND CORRELATION OF DOCUMENTS**

A. The Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents. No deviation will be allowed from the Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials (except as may be specifically designated to be furnished by the Owner) equipment, and transportation necessary for the proper execution of the Work. Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the project as

indicated or specified including a proper and suitable preparation, base or support, and a reasonable finish consistent with adjacent work which is shown or specified. Items described in the singular shall include the plural and vice-versa, when appropriate to complete all Work necessary to result in a completed Project. Contractor shall follow the Specifications and Drawings and execute all Work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all Work, including extra Work, performed under this Contract, whether performed either directly by the Contractor or by a Subcontractor.

- B. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
- Change Orders
 - Contract
 - Addenda
 - Technical Specifications
 - Drawings
 - Special Provisions
 - General Conditions
 - Bid Form and Attachments

The Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all.

Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall test all figures on the Drawings before laying out the work. The following shall apply in regard to drawing specifications:

1. Full size details shall take precedence over scale drawings and large scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions.
2. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions it shall be Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.
3. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefore in Contractor's work without additional cost to the Owner.

- C. When resolving conflicts with the Drawings, the entire installation and each part thereof shall be constructed in the position required. The finished surfaces of structures shall conform to the elevation and/ or gradients specified, and all part of substructures and superstructures shall be in proper alignment and adjustment.

Contractor shall provide all frames, cribbing, false work, scaffolds, shoring, guides, anchors, and temporary structures which may be necessary to obtain these results, although such will not, generally, be shown or noted on the Drawings; and the Contract Price(s) shall include and cover all such work, material, and construction. Any deviation from the Drawings, which may be found necessary or advantageous, will be determined by the Engineer.

8.0 LAWS/ORDINANCES

Contractor shall observe and comply with all federal, state, county, local and municipal laws, ordinances, rules, and regulations that would apply to this Contract. Failure by the awarded Contractor to comply with all applicable laws ordinances, rules, and regulations shall constitute a breach of the Contract and the City shall have the discretion to unilaterally terminate this Contract.

9.0 LIMITATION OF LIABILITY/ NO WAIVER

Contractor agrees to the limitation of liability of the Owner for any cause of action arising out of this Agreement as stated herein.

The Contractor 's recovery from the Owner for any action or claim arising from the Contract is limited to a maximum amount of the Contract Price less the amount of all funds actually paid by the Owner to Contractor pursuant to this Contract.

Nothing contained in this paragraph or elsewhere in this Contract is in any manner intended either to be a waiver of the limitation placed upon the Owner's liability as set forth in Section 768.28, Florida Statutes, or to extend the Owner's liability beyond the limits established in said Section; and no claim or award against the Owner shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the Owner from taking corrective action against the Contractor.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

10.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the City of Boca Raton, its officers, agents, and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract under any insurance required by the Contract, including, but not limited to workers' compensation acts, disability benefit acts, or other employee benefit acts.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the CITY by section 768.28, Florida Statutes, or any other applicable law.

11.0 PROVISION AND MAINTENANCE OF BOND

A Surety Bond legally issued, meeting the requirements in the Contract Documents and approved by the Owner shall be maintained by CONTRACTOR. If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of Surety Bond, the CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be subject to the approval by the Owner. Failure to maintain such Surety Bond shall constitute a breach of the Contract and the Owner in its sole discretion shall be authorized to terminate the Contract as provided in Section 12 herein.

12.0 TERMINATION

A. Owner's Right to Terminate Contract for Default

1. Default

Notwithstanding any other provisions of this Contract, Contractor shall be considered in default of its contractual obligation under this Contract if it:

- (a) Performs work which fails to conform to the requirements of this Contract;
- (b) Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
- (c) Abandons or refuses to proceed with any or all work including modifications directed pursuant to the clause entitled Extra Work, Article 38 and Omitted Work, Article 39 in the General Conditions;
- (d) Fails to supply enough properly skilled workers or material;
- (e) Fails to make prompt payments to Subcontractors or suppliers for materials or labor;
- (f) Fails to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction;
- (g) Fails to maintain a surety bond as required by the Contract;
- (h) Fails to provide safety equipment or enforce safety procedures for workers on the site;
- (i) Fails to protect persons or property; or
- (j) Fails to fulfill any of the terms of this Contract or to comply in any way with the Contract Documents

Any of the above conditions shall be sufficient grounds for the Owner to find the Contractor in default and that sufficient cause exists to terminate the Contract and/or to withhold payment or any part thereof until the cause or causes giving rise to the default has been eliminated by the Contractor and approved by the Owner.

If a finding of default is made, the Contractor and Contractor's Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract.

2. Notice of Default

Upon a finding of default, the Owner shall notify Contractor in writing of the nature of the failure and shall set a reasonable time within which the Contractor and its Surety shall eliminate the cause or causes of default.

When the basis for finding of default no longer exists, the Owner shall notify the Contractor and its Surety in writing that the default has been corrected and that the Contractor is no longer in default.

3. Suspension of Work for Default

Owner may, at its sole option, suspend the performance of all or a portion of work to be performed under the Contract as a result of a finding of default, and shall include such suspension in the Notice of Default described above. Said suspension shall continue until such time as the Owner has notified the Contractor that the default has been corrected and the suspension has been removed, or the Contractor has been terminated. During said period of suspension, Contractor shall not be entitled to assert any claims for damages or any claims for time extensions or adjustments.

4. Notice of Contract Termination for Default

If the Contractor fails to correct the default within the time allowed, or if Contractor or its Surety fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Contractor's Surety, and without otherwise waiving its rights against the Contractor or its Surety, provide written notice to the Contractor of the termination, in whole or in part, of the Contract.

Owner may prosecute the Work to completion by contract or by any other method deemed expedient and/or make demand upon the Surety to perform, at Owner's sole option. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the work.

Upon termination for default, Contractor shall:

- (a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- (b) inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of work;
- (c) promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;

- (d) cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;
- (e) comply with other reasonable requests from Owner regarding the terminated work; and
- (f) continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

If, upon termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Section 12B as provided herein.

5. Costs of Completed Work of Terminated Contract.

Contractor and its Surety, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for Liquidated Damages.

This section shall survive the cancellation, termination, expiration, lapse or suspension of this Contract.

B. Optional Termination of Contract By Owner

Owner may, at its sole option, terminate the Contract, in whole or in part at any time, by thirty (30) day written notice thereof to Contractor, whether or not Contractor is in default. If it was determined that Contractor was not in default as specified in Section 12 (A) (4), the 30 day notice requirement in this section is waived as long as the notice requirement set forth in Section 12 (A)(2) is satisfied. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof. The sole right and remedy of Contractor under this paragraph shall be that Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination, including but not limited to

1. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:
 - (a) Immediately discontinue work on the date and to the extent specified in the notice;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;
 - (c) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;

- (d) Assign all subcontracts required for performance of this Contract to the Owner;
 - (e) Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
 - (f) Complete performance of any work which is not terminated.
2. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
- (a) All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
 - (b) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided above.
 - (c) The verifiable costs of work completed by Subcontractors.
 - (d) Any other reasonable costs which can be verified to be incidental to such termination of work.

13.0 PROVISION AND MAINTENANCE OF INSURANCE

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under this Contract, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of work hereunder, insurance coverages, limits, and endorsements as required herein.

All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with the Warranty provisions of the Contract.

The Contractor agrees the insurance requirements herein as well as City of Boca Raton's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

A. COVERAGE AND MINIMUM LIMITS

1. Commercial General Liability.

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** Each Occurrence, **\$3,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability or Separation of Insureds.

Additional Insured Endorsements.

The Contractor agrees to endorse the **City of Boca Raton, the City of Deerfield Beach, and Palm Beach County** as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 10 10-01 Additional Insured - Owners, Lessees, or Contractors or the CG 20 10 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, including the additional endorsement of GC 20 37 10-01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard. Blanket endorsements for projects in excess of \$100,000 are not acceptable.

Contractor shall maintain such completed operations insurance for at least one (1) year after final payment and furnish City of Boca Raton with evidence of continuation of such insurance at final payment and one (1) year thereafter.

2. Business Automobile Liability.

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Commercial Umbrella/Excess Liability

(May be used to supplement minimum General Liability Coverage requirements).

The Contractor agrees to endorse the City of Boca Raton as an “Additional Insured” on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City of Boca Raton is automatically defined as an Additional Protected Person. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverage.

4. Worker’s Compensation & Employer’s Liability.

The Contractor agrees to maintain its own Worker’s Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

5. Marine Liability Insurance

The Contractor shall maintain, for the life of this Contract/Agreement, Marine Liability Insurance to protect against damage by CONTRACTOR’s vessels on water. The minimum limits of coverage shall be **six million dollars (\$6,000,000.00) per occurrence**, Combined Single Limit for Bodily Injury and Property Damage Liability.

The CONTRACTOR agrees that prior to beginning operations under the terms of this Contract, he will secure the insurance coverage provided above and will cause to be issued by CONTRACTOR’s insurance carrier an endorsement on such policies naming the CITY (City of Boca Raton) as “additional insured” under such contract of insurance and shall deliver said endorsements to the City of Boca Raton. The City of Boca Raton shall be notified thirty (30) days in advance by the insurance companies that a policy will expire or be terminated.

6. Inland Marine Installation Floater Insurance.

The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, agrees to maintain an Inland Marine Installation Floater coverage providing property coverage to

protect the interests of the City of Boca Raton, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of a location, building, or project. Coverage shall be written on a All-Risk, Replacement Cost, and in an amount at least equal to One-Hundred Percent (100%) of the completed value (hard and soft costs included) as well as subsequent modifications of that sum by way of change orders. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any wind percentage deductible (when applicable) shall not exceed five-percent (5%). The City of Boca Raton shall be endorsed as either a Loss Payee or Additional Insured on policy.

Additional Insured Endorsement. The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Inland Marine Installation Floater Insurance coverage form.

7. Pollution Liability.

The Contractor shall agree to maintain Pollution Liability, at a minimum limit not less than than \$1,000,000 per occurrence/\$1,000,000 annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. The coverage may be provided on a stand-alone policy or by way of endorsement to the Commercial General Liability Policy. When a self-insured retention or deductible exceeds \$10,000, the City reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to evaluating the acceptability of a higher self-insured retention or deductible in a relationship to the Contractor's financial condition. Coverage shall be endorsed to include the City of Boca Raton as an Additional Insured

B. SUBCONTRACTOR INSURANCE

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the City of Boca Raton, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

C. DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION

The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

D. WAIVER OF SUBROGATION

The Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City of Boca Raton, Contractor, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this Contract.

When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

E. RIGHT TO REVISE OR REJECT

The Contractor agrees the City of Boca Raton reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City of Boca Raton reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Florida. In such events, The City of Boca Raton shall provide Contractor written notice of such revisions or rejections.

F. NO REPRESENTATION OF COVERAGE ADEQUACY.

The coverages, limits or endorsements required herein protect the primary interests of the City of Boca Raton, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

G. REQUIREMENTS OF INSURERS PROVIDING THE INSURANCE

Insurers providing the insurance required by this Contract must meet the following minimum requirements:

(a) Be authorized by to maintain certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and

(b) Must have a current rating of "A-" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.

H. CERTIFICATE OF INSURANCE (COI) AND CANCELLATION/NON RENEWAL OF COVERAGE

The Contractor agrees to provide the City of Boca Raton with certificate(s) of insurance that clearly evidences the Contractor's insurance contains the minimum coverages, limits, and endorsements set forth herein. The City of Boca Raton requires an original or electronically transmitted certificate of insurance (COI) on an ACORD-25 form (2010/05) and the required endorsements as specified above.

A minimum thirty (30) day endeavor to notify due to cancellation, non-renewal of coverage shall be identified on each certificate(s) of insurance. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City of Boca Raton project manager and copy the City's Risk Manager in writing within (30) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

In the event the City of Boca Raton is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the City of Boca Raton prior to the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. When notified by the City of Boca Raton the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

The City of Boca Raton shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new certificate of insurance is provided to the City of Boca Raton

Section 300

evidencing the replacement coverage. The Contractor agrees the City of Boca Raton reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City of Boca Raton. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City Of Boca Raton shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City of Boca Raton.

I. CERTIFICATE OF INSURANCE FORMAT

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City is endorsed as an Additional Insured as per requirements herein, Item A. Insurance Coverage and Minimum Limits.
2. Clearly indicate the project name and Bid number.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, whether in excess or equal to the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Clearly indicate Certificate Holder(s) and Address:
6. Include the appropriate Endorsement listing the City of Boca Raton as an additional Insured. (CG 2010 04 013 or; CG2010 07 04

Certificate Holder: City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432
Attn: City Project Manager / Zachary Bihr, PE
Email: zbihr@myboca.us

14.0 NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to Owner: City of Boca Raton Municipal Services Department
Name Zachary Bihr, PE
Address 2500 NW 1st Ave, Boca Raton, FL 33431
Fax n/a
Email zbihr@myboca.us

As to Contractor: GREAT LAKES DREDGE & DOCK COMPANY, LLC
Name LYNN NIETFELD, SR. VICE PRESIDENT
Address 10151 DEERWOOD PARK BLVD. BLDG 300, STE 115,
Fax JACKSONVILLE, FLORIDA 32256 F:630/574-2909
Email LNIETFELD@GLDD.COM

Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile and Email is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and Owner in the performance of the Work.

15.0 MISCELLANEOUS

15.1 Remedies

The remedies expressly provided in this Agreement to the City of Boca Raton shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City of Boca Raton now or later existing at law or in equity.

15.2 Nonwaiver

A waiver by either Owner or Contractor of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Contract. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

15.3 Severability

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void or voidable provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Contract from being held void should a provision which is of the essence of the Contract be determined to be void by a court of competent jurisdiction.

15.4 Governing Law / Venue / Waiver of Jury Trial

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY OF BOCA RATON HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

15.5 Maintenance of Records

Contractor will keep adequate records and supporting documentation which concern or reflect the Work hereunder. The records and documentation will be retained by Contractor for a

minimum of five (5) years from (a) the date of termination of this Agreement or (b) the date the Work is completed, whichever is later, or such later date as may be required by law. Owner, or any duly authorized agents or representatives of Owner, shall, free of charge, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the five (5) year period noted above, or such later date as may be required by law; provided, however, such activity shall be conducted only during normal business hours.

16. SCRUTINIZED COMPANIES

- A. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if:
 - 1. Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Section 215.473, Florida Statutes);
 - 2. Contractor engages in business operations in Cuba or Syria; or
 - 3. Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- B. By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor acknowledges that Contractor executed a certification to this effect at the time it submitted a response to the City's Invitation to Bid and that such certification was likewise accurate at the time of execution of this Contract.
- C. Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.
- D. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- E. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

17.0 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

18.0 ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect. This Contract may only be amended or modified by a written document authorized and executed by the Parties, as provided herein.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council authorizing and directing the foregoing be adopted, has caused these presents to be signed by its City Manager, and its seal to be hereunto affixed, and Great Lakes Dredge & Dock Company, LLC has executed this Contract all as of the day and year first above written.

CITY OF BOCA RATON:

Witness:

Mary Siddons
Cynthia McDonald

By: Leif J. Ahnell, C.P.A., C.G.F.O.
City Manager
(Seal)

Approved as to Form and Legal Sufficiency:

By: [Signature]
City Attorney

Approved by Council on January 10, 2023

Item 9.D. Account Number: 354.44.11001.56300001.541.1440080.0000

CONTRACTOR: Great Lakes Dredge & Dock Company, LLC

Attest:

Cheryl A. Stone

By: [Signature]
Signature

Corporate Secretary
(affirm Corporate Seal)

Witness:

[Signature]
Armand Riehl

Name: Lynn Nietfeld

Title: Senior Vice President
President or other duly authorized
Corporate Officer

CERTIFICATE OF CORPORATE AUTHORITY

**BID NO. 2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event**

I, Cheryle A. Stone, certify that I am the **Secretary** of the corporation named as Contractor in **Bid No. 2023-06-FV**; that Lynn Nietfeld who signed the said Contract on behalf of the Contractor, was then Sr. Vice President of said corporation; that I know the seal of said corporation; that said seal has been affixed to this Contract; and that it was so affixed by order of said official of the Corporation; that I know his/her signature, and such signature hereto is genuine; and that he/she signed this Contract by authority of the directors of said Corporation.

Dated this 13 day of February, 2023.



Corporate Secretary

(Corporate Seal)

**ACKNOWLEDGEMENT OF CONTRACTOR,
OF A LIMITED LIABILITY CORPORATION
OR PARTNERSHIP**


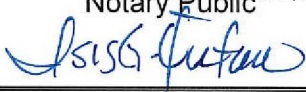
**BID NO. 2023-06-FV
South Boca Raton Beach Renourishment - 6th Renourishment Event**

State of Illinois
County of Dupage as:

On this 13 day of February, 2023, before me personally came and appeared Lynn Nietfeld, to me known, and known to me to be one of the members of the firm of Great Lakes Dredge & Dock Company, LLC described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm and that he/she is duly authorized to bind such firm.



Lynn Nietfeld, Sr. Vice President


ISIS G. QUINTANA
Notary Public
State of Florida
Comm# HH179717
Expires 9/27/2025

Notary Public (Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF AN INDIVIDUAL**

State of _____
County of _____ as:

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to be to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public (Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF CORPORATION**

BID NO. 2023-06-FV

South Boca Raton Beach Renourishment - 6th Renourishment Event

State of _____
as:

County of _____

On this ____ day of _____, 20____, before me personally came and appeared _____, to me known, who, being by me duly sworn, did depose and say that he/she resides at

that he/she is the _____

of _____

the corporation described in and which executed the foregoing contract; that he knows the seal of said corporation; that one of the impressions affixed to said contract is an impression of such seal; that he is the proper official of said corporation designated to execute such contract, that he/she has authority so to do, that he/she executed same for and in behalf of said corporation, and that his/her act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____

_____ the day and year above written.

Notary Public

(Seal)

My Commission Expires: _____

PERFORMANCE BOND

Bond No. SUR0071323
Issued in Duplicate

Know all men by these presents:

That Great Lakes Dredge & Dock Company, LLC, a corporation of the State of Delaware, as principal, (hereafter called the "CONTRACTOR") AND Argonaut Insurance Company, a corporation of the State of Illinois, as SURETY (hereinafter called the "SURETY"), are held and firmly bound unto the City of Boca Raton, a municipal corporation of the State of Florida, as obligee (hereinafter called the "CITY") in the amount of Five Million Nine Hundred Forty Eight Thousand Five Hundred Forty Five and 00/100 Dollars (\$ 5,948,545.00) lawful money of the United States of America for the payment of which the CONTRACTOR and the SURETY hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has by written agreement dated the 6th day of March, 2023 entered into a contract with the CITY for **South Boca Raton Beach Renourishment - 6th Renourishment Event**,

Bid No. 2023-06-FV /Project No.: 1440080, in accordance with the DRAWINGS and SPECIFICATIONS prepared by

Applied Technology and Management Inc (hereinafter called the "ENGINEER") which contract is by this reference made a part hereof (hereinafter called the "CONTRACT DOCUMENTS").

Now, therefore, the conditions of this obligation are such that:

- A. If the CONTRACTOR shall promptly and faithfully perform said CONTRACT DOCUMENTS; and if the CONTRACTOR shall fully indemnify and save harmless the CITY and its consultants, and each of their officers, agents and employees, and the ENGINEER and its consultants, and each of their directors, agents and employees, from any and all costs and damages which they may suffer by reason of the CONTRACTOR'S failure to do so; and if the CONTRACTOR shall pay the CITY for all losses, damages, expenses, costs, and attorneys' and legal assistant's fees, including appellate proceedings and bankruptcy, and including any liquidated damages or actual damages caused by the delay of performance of CONTRACTOR, that the CITY sustains because of any default by the CONTRACTOR under the CONTRACT DOCUMENTS; and if the CONTRACTOR performs the guarantee and warrantee of all WORK under the CONTRACT DOCUMENTS for the correction period specified in the CONTRACTOR DOCUMENTS; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

B. Whenever the CONTRACTOR shall be, and is declared by the CITY to be in default under the CONTRACT DOCUMENTS, the CITY having performed the CITY's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

(1) Complete the Work set forth in CONTRACT DOCUMENTS in accordance with its terms and conditions; or

(2) Pay the CITY any difference between the sum to which the CONTRACTOR would be entitled upon the completion of the CONTRACT DOCUMENTS, and that sum which the CITY may be obliged to pay for the completion of said Work by CONTRACT DOCUMENTS or otherwise, and any damages, legal fees including, appellate, bankruptcy, attorney's fees and legal assistant's fees, and including any liquidated damages or actual damages caused by the delay of performance of CONTRACTOR, which the CITY may sustain on account of such Work, or on account of the failure of the CONTRACTOR to properly perform or execute all of the provisions of the CONTRACT DOCUMENTS; or

(3) Obtain a Bid or Bids for submission to the CITY for completing the CONTRACT DOCUMENTS in strict accordance with their terms and conditions, and upon determination by the CITY and the SURETY of the lowest responsible Bidder, arrange for a contract between such Bidder and the CITY and make available as Work progresses (even though there should be a default or a succession of defaults under the CONTRACT DOCUMENTS or CONTRACT DOCUMENTS of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the CONTRACT PRICE; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the CONTRACT PRICE", as used in this paragraph, shall mean the total amount payable by the CITY to the CONTRACTOR under the CONTRACT DOCUMENTS and any amendments thereto, less the amount properly paid by the CITY to the CONTRACTOR.

C. It is further stipulated, understood and agreed that:

(1) Any changes in or under the CONTRACT DOCUMENTS, or any documents incident thereto, or the compliance or noncompliance with any formalities in connection with the CONTRACT DOCUMENTS or the changes does not affect the SURETY'S obligations under this Bond.

(2) The SURETY, for value received, hereby stipulates and agrees that no change in the CONTRACT TIME or CONTRACT PRICE, alteration of or addition to the terms of the CONTRACT DOCUMENTS or to the Work to be performed thereunder or the SPECIFICATIONS applicable thereto shall in any way affect its obligations under this Bond.

The SURETY hereby waives notice of any such change in the CONTRACT TIME or CONTRACT PRICE, alterations of or addition to the terms of the CONTRACT DOCUMENTS, or to the Work or to the SPECIFICATIONS applicable thereto.

(3) This obligation shall cover the CORRECTION PERIOD and any guarantees or warranties as required by the CONTRACT DOCUMENTS, or such longer period as may be prescribed by law or by any special guarantee required by the CONTRACT DOCUMENTS.

(4) Any suit under this Bond must be instituted before the expiration of five (5) years from the date on which final payment under the CONTRACT DOCUMENTS is made.

(5) This Bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statute are incorporated herein by reference thereto. In the event of any conflict, ambiguity, or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes section 255.05 shall control. No right of action shall accrue on this Bond to or for the use of any person or entity other than the CITY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.

(6) It is further agreed and understood that if the CITY is required to initiate legal proceedings to recover on this Bond, the CITY may also recover its costs related thereto, including a reasonable amount for its attorney's fees, legal assistants' fees before trial, at trial, on appeal, and in bankruptcy.

(7) Any claim under this Bond may be addressed to:

Name, address and telephone number of SURETY

Argonaut Insurance Company, ATTN: Surety Claims

P.O. BOX 469011, SAN ANTONIO, TX 78246

PHONE: (800) 470-7958

Email: ryan.loehnert@argosurety.com

Name, address and telephone number for agent or
representative in Florida, if different from above

JESSICA MICHELLE AZUCENA

9155 S Dadeland Blvd, Miami, FL 33156

Phone: 786.331.1253

Email: jessica_azucena@aig.com

Signed and sealed this 6th day of March, 2023.

Witnesses (If Individual)

CONTRACTOR: (Print Full Name)

Great Lakes Dredge & Dock Company, LLC

or
Maria G. Trujillo

By: Lynn Nietfeld

Assistant ~~Corporate Secretary~~

Title: Lynn Nietfeld, Sr. Vice President

Maria G. Trujillo

(affirm Corporate Seal)

SURETY Company: (Print Full Name)

Argonaut Insurance Company

By: William T. Krumm

William T Krumm, Attorney-in-Fact

Agent and Attorney-in Fact (Power of Attorney to be attached)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all general partners must execute bond.

IMPORTANT: SURETY companies executing the Performance Bond must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and be pre-approved by the CITY.

Bond shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.

Certificate as to Corporate Principal

I, Cheryle A. Stone, certify that I am the Secretary of the Corporation named as the CONTRACTOR in the foregoing Performance Bond;
that Lynn Nietfeld, who signed the Bond on behalf of the CONTRACTOR, was then Sr. Vice President of said corporation; that I know his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

Cheryle A. Stone *Cheryle A. Stone* as Secretary of

Great Lakes Dredge & Dock Company, LLC
(Name of Corporation)

(Corporate Seal)

State of ILLINOIS
County of DUPAGE

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Cheryle A. Stone who is personally known to me or has produced _____ as identification, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for the Great Lakes Dredge & Dock Company, LLC and that he/she has been authorized by The Board of Managers to execute the foregoing Performance Bond on behalf of the CONTRACTOR named therein in favor of the CITY OF BOCA RATON.

Subscribed and sworn before me this 13 day of February, 2023.

ISIS G. Quintana
Notary Public

My Commission Expires September 27, 2025

Bonded by:
Great Lakes Dredge & Dock Company, LLC



ISIS G. QUINTANA
Notary Public
State of Florida
Comm# HH179717
Expires 9/27/2025

End of Section



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Recognizing Mayor Deborah L. Tarrant & Commissioner Vicky Feaman for Years of Service and Leadership

Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk

Agenda Date: March 21, 2023

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
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Agenda Item Cover Memo

Agenda Item: Proclamation Presentation to Mayor Tarrant from Broward County Mayor Lamar Fisher
(District 4)

Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk

Agenda Date: March 21, 2023

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



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Hillsboro Beach, FL 33062

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Agenda Item Cover Memo

Agenda Item: Presentation by Mattia Cipriano & Hillsboro Beach Bocce Players

Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk

Agenda Date: March 21, 2023

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None