

**CAPTIVA EROSION PREVENTION DISTRICT**

**RESOLUTION 2021-12**

A RESOLUTION OF THE CAPTIVA EROSION PREVENTION DISTRICT APPROVING BEACH RENOURISHMENT BID SELECTION AND CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CEPD Board has published on a duly noticed agenda, reviewed, discussed and taken public comment on Beach Renourishment Bid Selection;

WHEREAS, the CEPD Board desires to approve or approve with conditions the following attachments and course of action

NOW THEREFORE, BE IT RESOLVED by the CAPTIVA EROSION PREVENTION DISTRICT:

Section 1. The CEPD Board resolves and approves the following documents attached to this Resolution:

To award the bid to Great Lakes Dock and Dredge and contingent upon review from bond counsel and approves preparation of a contract with Great Lakes Dock and Dredge.

Section 2. This Resolution shall take effect immediately upon adoption.

DULY INTRODUCED, PASSED AND ENACTED by the CEPD Board of Commissioners of the CAPTIVA EROSION PREVENTION DISTRICT, on Captiva Island, in Lee County, Florida on May 10<sup>th</sup>, 2021.

DocuSigned by:




B685A0F9EBCC4D5...

CEPD Chair, René Miville

ATTEST:


DocuSigned by:



799F04DDC56F44E...

CEPD Executive Director, Jennifer Nelson

Approved as to legal sufficiency:



CEPD Attorney, Ralf Brookes Attorney

## AGREEMENT

THIS AGREEMENT is dated as of the 25th day of May, 2021, by and between the Captiva Erosion Prevention District (hereinafter called DISTRICT) and Great Lakes Dredge & Dock Company, LLC (hereinafter called CONTRACTOR).

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

### 1. WORK.

CONTRACTOR agrees, at its own cost or expense, to provide all necessary labor, materials, equipment, supplies, services, machinery, tools, apparatus and other means of construction, including utility and transportation services, necessary to perform and complete in a proper and workman-like manner all the Work. Work shall be in full compliance with the requirements of the Contract Documents.

### 2. ENGINEER.

The Project has been designed by Aptim Environmental & Infrastructure, LLC and its subcontractor Coastal Protection Engineering, LLC who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### 3. CONTRACT TIME.

**3.1** The Work shall be complete and ready for final payment in accordance with the General Conditions and the Information for Bidders.

**3.2** **Liquidated Damages.** DISTRICT and CONTRACTOR recognize that time is of the essence of this Agreement and that DISTRICT will suffer financial loss if the Work is not complete within the time specified in Paragraph 3.1 above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the DISTRICT if the Work is not complete on time, and that such damages are not readily ascertainable. Therefore, the CONTRACTOR agrees to have deducted from his pay, liquidated damages in the amount of \$3000 per day for every day past the contract deadline the CONTRACTOR fails to complete, as a minimum, ninety-five percent (95%) of the project, based on volume.

**3.3** Any changes or extensions of the Contract time will be handled in accordance with "Delays and Extension of Time" in the General Conditions.

**4. CONTRACT PRICE.**

**4.1** CONTRACTOR agrees to receive and accept payment based on the lump sums and unit prices set forth below on the Schedule of Bid Items, in full satisfaction and payment for doing all the Work contemplated and embraced by the Contract Documents and for all loss or damage arising out of the Work, or from the elements, or from any unforeseen difficulties or obstructions.

**4.2** The estimated quantities set forth in the Schedule of Bid Items shall not be used to determine the payment due. Payment for unit prices shall be on the actual units used not estimated.

**5. PAYMENT PROCEDURES.**

The DISTRICT shall pay the CONTRACTOR pursuant to the procedures set forth in the General Conditions.

**6. CONTRACTOR'S WARRANTIES AND REPRESENTATIONS.**

In order to induce the DISTRICT to enter into this Agreement, CONTRACTOR makes the following warranties and representations:

**6.1** CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, work, locality, and with all local conditions and Federal, State and local laws, permit requirements, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

**6.2** CONTRACTOR has familiarized themselves with all local, State and Federal permits, easements and other approvals for this project, and will comply with all requirements pertaining to the construction of the project contained in the permits, easements and other approvals.

**6.3** CONTRACTOR has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the drawings and Specifications and which have been identified in the General Conditions and Technical Provisions.

**6.4** CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in paragraph 6.3 as it deems necessary for the performance of the Work at the Contract price, within the Contract time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.



**6.5** CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

**6.6** CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Contractor.

**6.7** CONTRACTOR represents that the time periods set forth in these documents are sufficient time to permit completion, with due regard to all conditions required and difficulties and delays incident to the Work.

**7. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between the DISTRICT and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

**7.1** This Agreement (pages IB-1 to IB-20, inclusive).

**7.2** Performance Bond, identified as Exhibit 1 and consisting of 2 pages (pages IB-19 to IB-20, inclusive) in the Agreement.

**7.3** Notice of Award.

**7.4** General Conditions.

**7.5** Technical and Environmental Provisions for Beach Fill.

**7.6** Geotechnical Logs and Curves, and Permit in Appendices A-C.

**7.7** Any amendments to the General Conditions or Technical Provisions issued prior to the bid deadline pursuant to paragraph 3 in Information for Bidders.

**7.8** Plans (Drawings), entitled "CAPTIVA ISLAND BEACH RENOURISHMENT PROJECT," consisting of sheets numbered 1 through 21 inclusive.

**7.9** Any Modification, including Change Order, duly executed after execution of Agreement.

**7.10** Insurance policies and certificates of insurance as required under the General Conditions.

**7.11** There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a duly executed written document.

**8. MISCELLANEOUS.**

**8.1** 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 limitations, monies that may become due and monies 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 will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**8.2** DISTRICT and CONTRACTOR each binds itself, its partners, successors, assignees and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**8.3** The CONTRACTOR shall pay all costs and expenses that may be incurred by the DISTRICT (i) in enforcing compliance by the CONTRACTOR with the provisions of this Contract, or (ii) in defending any proceeding or suite brought against the DISTRICT for violation by the CONTRACTOR of any law or ordinance, or (iii) in defending any action or suit for which indemnification is required hereunder. If the DISTRICT shall be, or is made, a party to any litigation with respect to any matter arising out of, or related to, this Contract as to which the CONTRACTOR is at fault or responsible, the CONTRACTOR shall pay all judgments, decrees and costs, including reasonable attorney's fees, incurred by or imposed upon the DISTRICT in connection therewith.

**8.4** Any notice required to be given under the Contract Documents shall be delivered in person or by registered or certified mail to the following:

If to the DISTRICT:

Rene Miville, Chairman  
Captive Erosion Prevention District  
11513 Andy Rosse Lane, Unit 4  
Captive, FL 33924

with a copy to:

Ralf Brookes, Attorney  
1217 E Cape Coral #107  
Cape Coral, FL 33904

And:

Aptim Environmental & Infrastructure, LLC  
6401 Congress Avenue, Suite 140  
Boca Raton, FL 33487

And:

Coastal Protection Engineering LLC  
5301 N. Federal Hwy, STE 335  
Boca Raton, FL 33487

If to the CONTRACTOR: 1 Parkview Plaza  
Suite 800  
Oakbrook Terrace, IL 60181


8.5 A waiver of a breach of any of the terms of this Agreement shall not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of a contractual obligation shall apply only to the transaction in question and no others. Delay in enforcing a remedy does not constitute waiver of the right to a remedy.

8.6 The DISTRICT must have a signed contract to obtain bond financing for this project. If the bond financing is not obtained the DISTRICT has the option of declaring this contract null and void. (The DISTRICT has no reason to believe funding will not be obtained and has obtained funding for the previous project in a similar manner.)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One copy each has been delivered to DISTRICT, CONTRACTOR, AND ENGINEER. All portions of the Contract Documents have been signed or identified by the DISTRICT and CONTRACTOR.

This Agreement will be effective on May 25, 2021.

CAPTIVA EROSION PREVENTION DISTRICT:

  
Chairman  
Captiva Erosion Prevention  
District (CEPD)

Attest: 

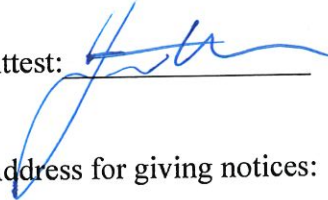
Address for giving notices:

Captiva Erosion Prevention District  
11513 Andy Rosse Lane, Unit 4  
Captiva, Florida 33924

CONTRACTOR:

  
Lynn Nietfeld  
Vice President

[CORPORATE SEAL]

Attest: 

Address for giving notices:

Great Lakes Dredge & Dock Company, LLC  
10151 Deerwood Park Blvd.  
Bldg. 300, Suite 115  
Jacksonville, FL 32256

License No. CGC1523447

Agent (if applicable): \_\_\_\_\_