

RESOLUTION NO. 2024 -79

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD IFB NO. 1677; NORTH PONTE VEDRA BEACH RESTORATION TO WEEKS MARINE, INC. AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER FOR BID OPTION A, AND TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE PROJECT.

RECITALS

WHEREAS, the County has been pursuing funding for this project since 2017, due to significant erosion caused by previous storm events, and due to ineligibility for an Army Corps of Engineers project, sought funding from the State in order to progress with this project, and received a State Appropriation for \$25 million to add to established grant funding already received; and

WHEREAS, the project consists of the dredge of approximately 2,200,000CY of sand from a permitted borrow area, and installation on North Ponte Vedra Beach, including plantings and environmental monitoring in accordance with the Contract Documents; and

WHEREAS, through the County's Bid process, Bidders were provided two Bid Options for which to submit Bids. Bid Option A provides for a completion time in October 2024, and Bid Option B provides for a completion time in March 2025, and the County reserved the right to select the lowest, responsive, responsible Bidder for whichever Bid Option was in the best interest of the County, whether or not it was the lowest overall Bid; and

WHEREAS, the County finds that entering into a contract for completion of the work serves a public purpose, and the contract will be in substantial conformance with the attached draft; and

WHEREAS, the project will be funded by general fund, Cat V TDT funds, and FDEP Grants: 24SJL, 23SJL, 22SJL, 20SJL.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award IFB No. 1677 to Weeks Marine, Inc. as the lowest, responsive, responsible Bidder for Bid Option A.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft for the completion of the project in accordance with the Contract Documents, and as specifically provided in IFB #1677.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of February, 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____

Sarah Arnold, Chair

**ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller**

By: _____

Crystal Smith
Deputy Clerk

Rendition Date: _____

MAR 07 2024



MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: 24-MCA-WEE-19454

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This Master Construction Agreement (“Contract”) is made this ____ day of _____, 2024 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **WEEKS MARINE, INC.** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 304 Gaille Drive, Covington, LA 70433, Phone: (985) 875-2500, and E-mail: CRBroussard@WeeksMarine.com, for **IFB NUMBER 1677; NORTH PONTE VEDRA BEACH RESTORATION – FDEP #20SJL, #22SJL, AND #23SJL** hereinafter referred to as the “Project”. When referenced together, the County and Contractor shall collectively be referred to as the Parties.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the collective documents which form the Contract, and shall govern completion of the Work. The Contract Documents hereby include the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Field Orders signed by County’s Project Manager;
- c) Notice to Proceed;
- d) This Master Construction Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Technical Specifications
 - ii. Exhibit B – Construction Drawings
 - iii. Exhibit C – USAC Permit SAJ-2020-03812 (SP-TIMM)
 - iv. Exhibit D – FDEP Permit 0377843-001-JC
 - v. Exhibit E – Eastern Indigo Snake Brochure
 - vi. Exhibit F – Biological Opinion
 - vii. Exhibit G – P3 Biological Opinion
 - viii. Exhibit H – Borrow Area Geotechnical Report
 - ix. Exhibit I – MEC UXO Example
 - x. Exhibit J – NMFS SARBO
 - xi. Exhibit K – FDEP Grant Agreement #20SJL
 - xii. Exhibit L – FDEP Grant Agreement #22SJL
 - xiii. Exhibit M – FDEP Grant Agreement #23SJL
 - xiv. Exhibit N – FDEP Grant Agreement #24SJL
 - xv. Exhibit O – BOEM Lease
 - xvi. Exhibit P – BOEM Lease Modification Letter
 - xvii. Exhibit Q – Schedule of Values
- e) Bonds and Insurance furnished by the Contractor
- f) Bid Documents and Bid Forms with all addenda thereto for IFB No. 1677

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s submitted Bid or invoices shall be binding upon County or become part of the Contract Documents. In the event of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, Specifications shall govern over Drawings, electronic documents shall govern over hard-copy documents, numerical dimensions shall govern over dimensions acquired by scaling, and fully executed documents shall govern over unsigned drafts.

1.1.3 Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Contractor’s submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

1.1.4 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the County a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County's internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor's Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.5 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of Contractor's compliance with the Contract. The County has requested the Project Manager to provide to Contractor documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.1.6 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County's Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless Contractor files a written protest within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the Contractor to protest the County Project Manager's rendered determination within the timeframe above, shall constitute a waiver by the Contractor of all its rights to further protest, judicial, or otherwise. The Director of Purchasing & Contracts shall consider the Contractor's protest and shall render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the determination of the Director of Purchasing & Contracts, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Director of Purchasing & Contracts.

1.1.7 Unless otherwise directed in writing, Contractor shall at all times carry on with the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligation to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.8 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or its subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Contract shall govern over definition of terms provided in the St. Johns County Purchasing Policy.

- 1.2.1 Acceptance of the Work: Written acceptance of the Work by the County and the County's Project Manager.
- 1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.
- 1.2.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.
- 1.2.4 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.
- 1.2.5 Contract Time: The number of calendar days between commencement and completion of the Work, established in paragraph 3.1.1 of this Contract, as may be amended by Change Order.
- 1.2.6 Design: Those design services related to the Project prepared by the County or the County's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.
- 1.2.7 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.
- 1.2.8 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.
- 1.2.9 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Contractor and the County, including order or change in law by any governmental agency of the State of Florida or United States, a restraining order, injunction, or similar decree on any court of competent jurisdiction, war, flood, earthquake, fire, severe wind storm, acts of public disturbance, quarantine restrictions, epidemics, strikes, freight embargoes, or sabotage.
- 1.2.10 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.
- 1.2.11 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.
- 1.2.12 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.
- 1.2.13 Project: The total undertaking to be accomplished for County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
- 1.2.14 Project Manager: The County's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the County as defined in Article VI below.
- 1.2.15 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.
- 1.2.16 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.
- 1.2.17 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any

combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.18 **Substantial Completion:** The stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

1.2.19 **Work:** Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

ARTICLE II THE WORK

2.1 Project Description

The North Ponte Vedra Beach Restoration Project requires the Contractor to provide any and all labor, supervision, materials, equipment, and supplies necessary for completion of a dredge beach restoration project, including, but not limited to, excavation of approximately 2,000,000 CY of sand from the permitted offshore borrow area, placement of sand, post-and-rope fencing, and installation of plantings to complete the Work in accordance with the Contract Documents.

2.2 Labor and Materials

2.2.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.2.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.2.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.2.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.3 Project Sequencing/Arrangement

Contractor shall not be limited in the sequencing or staging of the Work except to the extent that the Contract Documents impose limitations. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Contractor in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

2.4 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

2.5 Cleaning the Jobsite

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

2.6 Reporting Requirements

2.6.1 Daily Record. The Contractor shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.6.2 Monthly Report. The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

2.7 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.8 Access to Work

The County and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.9 Utilities

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings requirements required by utility companies. The County will assume permanent utility costs at Substantial Completion.

2.10 Existing Utility Lines

2.10.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Contractor shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.10.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

2.11 Taxes

2.11.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

2.11.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service (“IRS”) Form W-8ECI, Contractor shall provide County a copy of Contractor’s current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

2.12 Publicity and Advertising

2.12.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.12.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.13 County Furnished Items

2.13.1 The County shall furnish to Contractor, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Contractor only in order to make disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project’s Jobsite.

2.13.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.13.3 Subject to Paragraph 1.6 above, the County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor.

ARTICLE III CONTRACT TIME

3.1 Contract Time

3.1.1 Contractor shall commence the Work by March 1, 2024 following receipt of the County’s Notice to Proceed and shall substantially complete all Work by or before September 7, 2024 with Final Completion attained by or before October 7, 2024.

3.1.2 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor’s schedule for completing the Work. Contractor’s schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work. By way of illustration and not exclusion, Contractor’s schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 9.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Substantial Completion

3.3.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor's notice and attached list of incomplete items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor's list is not complete.

3.3.2 To the extent applicable to Contractor's specific Work scope, the following items shall be completed prior to Contractor's request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

3.3.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.

3.3.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Contractor within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Contractor to complete the Work pursuant to this Contract.

3.4 Final Inspection

When all the Work is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the County and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be notified in writing of deficiencies. After correcting all deficiencies Contractor shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

3.5 Liquidated Damages

3.5.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.5.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **\$3,978** per day for each and every calendar day of unexcused delay "Liquidated Damages". The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

3.5.3 Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Contractor's progress payments.

3.6 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 This Contract is a NOT-TO-EXCEED Contract. As compensation for satisfactory performance of the Work, the County shall compensate, and Contractor shall accept, the Not-to-Exceed (NTE) Price of **Thirty-Six Million Eighty-Nine Thousand One Hundred Fifty Dollars (\$36,089,150.00)** "Contract Price". The Not-to-Exceed Contract Price is the sum of the values of the items described in Exhibit Q.

4.1.2 Contractor shall be entitled to payment of compensation for Work satisfactorily performed based on the unit prices forth in Exhibit Q subject to the NTE compensation amount identified therein. In no event shall Contractor be reimbursed in excess of the total NTE amount, unless the NTE amount has been modified in writing by a fully executed Change Order or Amendment to increase the specified amount.

4.1.3 It is expressly understood that Contractor is not entitled to the amount of compensation set forth in Exhibit Q. Rather, Contractor's compensation is based upon Contractor's satisfactory completion of all Work identified in the Contract Documents. No payment by the County shall be interpreted to constitute approval or acceptance of any Work, nor shall it be considered a waiver by Contractor of any of the terms of this Agreement.

4.2 Schedule of Values

4.2.1 The Schedule of Values provided herein as Exhibit Q establishes the unit prices for the components of the Work to be performed under this Contract and the NTE Contract Price.

4.2.2 The Schedule of Values shall be used as a basis for Contractor's Application for Payment. The total of all payments in the Schedule of Values must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Schedule of Values is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor's field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

4.3 Measurement and Payment

4.3.1 Except as otherwise stated in Section II of the Technical Specifications, Contractor shall make all measurements necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may

but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.4 Progress Payments

4.4.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents. The County will not make any payment to Contractor until Contractor has complied with these requirements.

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the twenty-fifth (25th) day of each calendar month, Contractor shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County's Project staff, Contractor may demand in writing a meeting with and review by the County's Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The County may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the County or Contractor.

4.4.5 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.5 Application for Payment

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;

- f) Original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the County, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.5.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.6 Withheld Payment

4.6.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 11.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;

- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

4.7 Final Payment

4.7.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 3.3.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 3.3.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

4.7.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

4.7.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out

of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). Absent such written designation, Contractor's Jobsite superintendent shall be deemed Contractor's Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the County or the County's Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 13.18 titled "Written Notice".

5.2.2 At all times while performing the Work and Warranty Work, Contractor shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the County or the County's Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the County reserves the right to direct Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Contractor shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the County and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Contractor's Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the County upon request. Contractor shall immediately report to the County any death, injury or damage to property incurred or caused by Contractor's employees and employees of Contractor's subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Contractor agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Contractor's personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other "Drug" as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Contractor warrants that all materials, equipment, services, etc., delivered or provided to the County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Contractor further certifies that if material, equipment, service, etc., delivered or provided to the County is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Contractor.

5.3.8 Toxic Substances/Federal Hazard Communication "Right to Know and Understand" Regulations
The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, Contractor is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the County under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Contractor to the County. The SDS for each substance must be sent to the County's Project Manager and must also be sent to:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Risk Management

In the event that hazardous material is improperly handled or stored by Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless the County from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

6.1.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County's representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the Project Manager.

6.1.3 The Project Manager shall be the initial interpreter of the requirements of the Drawings and Specifications and the judge of the performance there under by Contractor. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of Contractor.

6.1.4 The Project Manager shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require

additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor's submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice in accordance with the requirements of Article VIII.

6.1.8 The Project Manager shall, upon written request from Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.2 Field Orders

The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or Contract Time and not inconsistent with the intent of this Contract. Such changes shall be affected by written field order and shall be binding upon Contractor. Contractor shall carry out such field orders promptly.

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Contractor shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Contractor. Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The Project Manager shall promptly reply to Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Contractor shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

8.1.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Contractor and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

8.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Disaster Recovery/Coastal Environment Department.

8.1.1.2 The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of the Contractor.

8.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Contractor shall submit a Contract Claim as provided herein.

8.1.3 Prior to filing a Contract Claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Director of Purchasing & Contracts within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Contractor is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

8.1.4 During the Director of Purchasing & Contracts' review of the Contract Claim, the Director of Purchasing & Contracts may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

8.1.5 The Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Director of Purchasing & Contracts shall be sent to the Contractor at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

8.1.6 The decision for any Contract Claim by the Director of Purchasing & Contracts may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Director of Purchasing & Contracts' decision. Failure by the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes legal action in Circuit Court.

8.2 Force Majeure Event

8.2.1 Force Majeure Event: Within three (3) days after the onset of a delay resulting from a Force Majeure Event, with the exception of delays caused by events by force majeure as described in 1.2.9 sub-para (a) above, Contractor shall notify the County in writing of the delay which shall provide: (1) a detailed description the delay, its probable duration, and its cost, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay.

ARTICLE IX CHANGES IN THE WORK

9.1 General

9.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 9.2 and 9.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

9.2 Changes in the Contract Time

9.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in accordance with Section 8.1.2 above.

9.2.2 If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the County or its representatives. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

9.2.4 Contractor shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

9.3 Changes in the Contract Price

9.3.1 In connection with any claim by Contractor against the County for compensation in excess of the Contract Price, any liability of the County for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor.

9.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of an increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) Unit Price adjustment requests will only be considered for pay items #2 (Beach Fill) and #3 (Mechanical Screening) quantity changes by a 20% increase or decrease.
- c) No price adjustments will be accepted based on supply chain issues.
- d) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- e) By a manner or method mutually agreed by the County and Contractor.

9.3.3 If no mutual agreement occurs between the County and Contractor, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form

and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

9.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

9.4 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

9.5 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

9.6 Differing Site Conditions

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

The failure by Contractor to provide written notice as provided in this Paragraph 9.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

ARTICLE X UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

10.1 Uncovering Work

10.1.1 No Work or portion of Work shall be covered until inspected by the County as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the County or the Project Manager or contrary to the requirements of the Contract Documents, Contractor shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract

Time or Contract Price. The provisions and obligations set forth herein shall apply even if the County ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

10.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

10.2 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

10.3 County May Accept Defective or Nonconforming Work

If the County chooses to accept defective or nonconforming Work, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 9.3 above.

11.2 Termination

11.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

11.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed work.

11.2.3 Contractor may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that any outstanding Work is completed by Contractor, or Contractor's Subcontractors. Contractor further agrees to cooperate fully and assist the County, upon request, in order to complete any Work under this Project. In such event, the County shall

compensate the Contractor as mutually agreed in writing for any such Work after termination.

11.2.4 The County may terminate this Contract, in whole or in part, for cause (or “default”). In the event of Contractor’s default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, and take over and prosecute the Work to completion. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

11.2.5 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor’s right, title and interest under terminated orders or subcontracts to its designee.

11.2.6 Contractor shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor’s facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

11.2.7 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

11.2.8 If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager’s additional services and expenses made necessary thereby, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

11.2.9 If, after termination by the County for Contractor’s default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 11.2.4 above.

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

12.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

12.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence

all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

12.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

12.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

12.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

12.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

12.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

12.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

12.2 Indemnity

12.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

12.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

12.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

12.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

12.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor's Insurance Requirements

13.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XIII.

13.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Purchasing Department

13.3 Workers Compensation

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

13.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death),

property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

13.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Commercial Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Additional Coverages

ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 12.6 WILL APPLY TO THIS CONTRACT.

13.6.1 Professional Liability.

13.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.6.2 Builders Risk.

a. Contractor shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

13.6.2.2 The Builder's Risk policy shall identify the County as the sole loss payee. The policy shall name as insured the County, Contractor and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the County in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to Final Completion of the Work.

13.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).
- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

13.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 12.6.2.3 above shall not exceed \$250,000.

13.6.4 USL&H Insurance (Longshore Harbor Worker's Compensation Act – LHWCA)

13.6.4.1 Contractor shall procure and maintain during the life of this Contract USL&H Insurance (Longshore Harbor Worker's Compensation Act – LHWCA).

13.7 Other Requirements

The required insurance limits identified in Sections 13.4, 13.5, and 13.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

13.8 Payment and Performance Bonds

Contractor shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

14.2 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such

examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.3 Backcharges

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

14.4 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

14.5 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

14.6 Assignment

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

14.7 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

14.8 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

14.9 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

14.10 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

14.11 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

14.12 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

14.13 Entire Contract

This Contract for the Work, comprised of the Contract Documents enumerated herein, constitutes the entire Contract between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing, as provided herein and signed by authorized representatives of both parties.

14.14 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

14.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.

14.16 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

14.16.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry,

marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.16.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.16.8 Contractor will include the provisions of paragraphs 14.16.1 through 14.16.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

14.17.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as

provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

(3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and

(4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

14.17.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

14.17.3 Failure by Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](#)

14.18 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

14.19.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

14.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.20 Compliance with Florida Statute 287.138

14.20.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern

(as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.

14.20.2 Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

14.21 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh A. Daniels
Email Address: ldaniels@sjcfl.us

Weeks Marine, Inc.
304 Gaille Drive
Covington, LA 70433
Attn: Timothy J. Weckwerth, Vice President
Email Address: CRBroussard@WeeksMarine.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: jferguson@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County:

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

Contractor:

Weeks Marine, Inc. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

ATTEST:

St. Johns County, FL
Clerk of Circuit Court & Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	24-MCA-WEE-19454
Project Title:	North Ponte Vedra Beach Restoration - FDEP #20SJL, #22SJL, AND #23SJL

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.

2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Contractor's Authorized Representative executing this Certification of Payments to Subcontractors represents that he or she is duly authorized to execute this Certificate, or if executing on behalf of another, is authorized to do so and that such Authorized Representative is legally bound.

Dated _____, 20__

Contractor _____

By: _____
 (Signature)

By: _____
 (Name and Title)

STATE OF _____)
) SS.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)
 My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.: 24-MCA-WEE-19454	Contractor Name:
Project: North Ponte Vedra Beach Restoration - FDEP #20SJL, #22SJL, AND #23SJL	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

None

Signed this __ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.



NOTICE OF INTENT TO AWARD

February 14, 2024

IFB No: 1677; North Ponte Vedra Beach Restoration - FDEP #20SJL, #22SJL, AND #23SJL

St. Johns County hereby issues this Notice of Intent to Award **Weeks Marine, Inc.** as the lowest, responsive, responsible Bidder under the above referenced Invitation for Bids.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, BAS, NIGP-CPP, CPPB, Senior Procurement Coordinator, via email at dfye@sjcfl.us or phone at (904) 209-0162.

St. Johns County, FL
Board of County Commissioners
Purchasing Department

Leigh A. Daniels, CPPB
Purchasing Manager
ldaniels@sjcfl.us
(904) 209-0154 - Direct

Date: 2/14/24



ST. JOHNS COUNTY, FL
 BID TABULATION

BID NUMBER: 1677; North Ponte Vedra Beach Restoration - FDEP #20SJL, #22SJL, and #23SJL
AND TITLE _____

OPENING DATE: 2/13/2024
OPENED BY: Diana M. Fye *[Signature]*
VERIFIED BY: Bryan Matus *[Signature]*
POSTING DATE: 2/13/2024

BIDDERS	A. TOTAL NOT-TO-EXCEED BID PRICE	B. TOTAL NOT-TO-EXCEED ALTERNATE BID PRICE					
Weeks Marine, Inc.	\$36,089,150.00	No Bid					
Crosscreek Environmental, Inc.	\$1,057,200.00		Non-Responsive				
Manson Construction Co.	No Bid	\$38,762,200.00					
Great Lakes Dredge & Dock Company, LLC	No Bid	\$53,666,000.00					

Any actual Bidder who is aggrieved in connection with the Notice of Intent to Award, where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Assistant Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

All public records shall become available for inspection and copying pursuant to Chapter 119, Florida Statutes.

IFB NO: 1677; NORTH PONTE VEDRA BEACH RESTORATION - FDEP #20SJL, #22SJL, AND #23SJL

OFFICIAL COUNTY BID FORM (REVISED PER ADDENDUM #1)
ST. JOHNS COUNTY, FLORIDA

PROJECT: NORTH PONTE VEDRA BEACH RESTORATION – FDEP #20SJL, #22SJL, AND #23SJL

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: February 13, 2024

BID PROPOSAL OF

Weeks Marine, Inc.

Full Legal Company Name

304 Gaille Drive Covington, LA 70433

TEL: (985) 875-2500

FAX: (985) 875-2575

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the IFB Documents and Specifications entitled for IFB No: 1677; North Ponte Vedra Beach Restoration – FDEP #20SJL, #22SJL, and #23SJL in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal for **Bid Option A and/or Bid Option B** summarized as follows. The County reserves the right to award based on the lowest bid for either Bid Option A or Bid Option B

A. **TOTAL NOT-TO-EXCEED BID PRICE:** (As per plans and specifications and **Substantial Completion by September 7, 2024 and Final Completion by October 7, 2024**)

\$ 36,089,150.00

Option A: Not-To-Exceed Bid Price (Numerical)

Thirty-six million eighty-nine thousand one hundred fifty dollars and zero /100 Dollars

Option A: Not-To-Exceed Bid Price (Amount written or typed in words) ^{cents}

B. **TOTAL NOT-TO-EXCEED ALTERNATE BID PRICE:** (As per plans and specifications and **Substantial Completion January 31, 2025 and Final Completion by March 2, 2025**)

\$ No Bid

Option B: Not-To-Exceed Bid Price (Numerical)

No Bid /100 Dollars

Option B: Not-To-Exceed Bid Price (Amount written or typed in words)

Bidder shall insert the Not-To-Exceed Bid Prices in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

Bidders have the option to submit pricing on one or both Bid options (A and B). If only submitting for one Bid option (i.e., Alternate #1 only), Bidder is to print "No Bid" in the other option.

The Total Not-To-Exceed Bid Prices submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Not-To-Exceed Bid Prices above shall be the final price charged to the County for work performed.

The Not-To-Exceed Bid Prices offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

IFB NO: 1677; NORTH PONTE VEDRA BEACH RESTORATION - FDEP #20SJL, #22SJL, AND #23SJL

During the preparation of the Bid, the following addenda, if any, were received:

No.: #1 Date Received: **January 25, 2024**

No.: #2 Date Received: **January 29, 2024**

No.: #3 Date Received: **February 6, 2024**

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the IFB Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the IFB Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than **five percent (5%) of Not-To-Exceed Bid Price**, payable to the County, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the County, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

IFB NO: 1677; NORTH PONTE VEDRA BEACH RESTORATION - FDEP #20SJL, #22SJL, AND #23SJL

CORPORATE/COMPANY

Full Legal Company Name: Weeks Marine, Inc. (Seal)

By: *Timothy J. Weckwerth* Timothy J. Weckwerth, Vice President
Signature of Authorized Representative (Name & Title typed or printed)

By: *[Signature]* Michael F. Norton, Secretary
Signature of Authorized Representative (Name & Title typed or printed)

Address: 304 Gaille Drive Covington, LA 70433

Telephone No.: (985)875-2500 Fax No.: (985)875-2575

Email Address for Authorized Company Representative: CRBroussard@WeeksMarine.com

Federal I.D. Tax Number: 13-5475810 DUNS #: 189601636
(If applicable)

INDIVIDUAL

Name: _____ (Signature)
(Name typed or printed) (Title)

Address: _____

Telephone No.: () _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this IFB and submitted with each copy of the Bid Proposal.

Legal Name of Company: Weeks Marine, Inc.
Address: 304 Gaille Drive Covington, Louisiana 70433
Corporate Address: 4 Commerce Drive Cranford, New Jersey 07016
Telephone Number: (985) 875-2500
Type: Corporation
State of Incorporation: New Jersey

**CERTIFIED COPY OF RESOLUTION
OF
WEEKS MARINE, INC. (the "Corporation")**

“WHEREAS, the Corporation intends to submit a bid proposal (the “Proposal”) to the St. Johns County Purchasing Department, with regard to the North Ponte Vedra Beach Restoration Project, FDEP #20SJL, #22SJL and #23SJL located in St. Johns County, Florida (the “Project”).

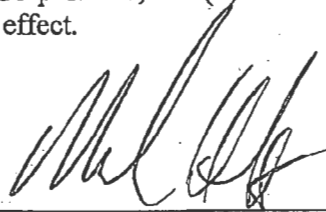
NOW, THEREFORE, BE IT RESOLVED, that the following officers, and each of them acting alone, hereby are authorized to execute and deliver the Proposal, bonds, and any and all related Proposal documents, including any addendums, on behalf of the Corporation, and upon award of the Project, to execute and deliver the Project Contract and all related Project documents:

- Charles Broussard Jr., Senior Vice President
- Brett Dupuis, Senior Vice President
- Guy Guidry, Vice President
- Timothy J. Weckwerth, Vice President
- Charles R. McCaskill, Vice President”

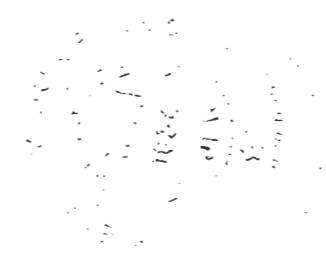
I, Michael F. Norton, certify that I am the Secretary of Weeks Marine, Inc., a New Jersey corporation (“Corporation”).

I certify that: (1) The resolution quoted above was adopted by the Consent Action of the Board of Directors, signed on January 11, 2024; (2) Any action of the directors of the Corporation may be taken without a formal meeting if the directors consent in writing; (3) The signed Consent Action has been filed in the minute book of the Corporation; and (4) The resolution has not been revoked or amended and is now in full force and effect.

SIGNED on January 11, 2024.



Michael F. Norton, Secretary



ATTACHMENT A
ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Louisiana

Parish
COUNTY OF St. Tammany

The Undersigned authority, Timothy J. Weckwerth ("Affiant"), who being duly sworn, deposes and states that he/she is the Vice President (Title) of the Bidder Weeks Marine, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for IFB No: 1677; North Ponte Vedra Beach Restoration – FDEP #20SJL, #22SJL, and #23SJL, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another Bidder for the same work. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 12th day of February, 20 24.

Timothy J. Weckwerth
Signature of Affiant

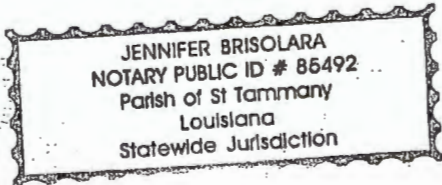
Timothy J. Weckwerth
Printed Name of Affiant

Vice President
Printed Title of Affiant

Weeks Marine, Inc.
Full Legal Name of Consultant/Contractor

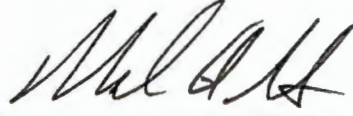
Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of February, 20 24, by Timothy J. Weckwerth who is personally known to me or has produced _____ as identification.

Jennifer Brisolaro
Notary Public
My Commission Expires: at death



ATTACHMENT B
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Michael F. Norton, certify that I am the Secretary of the corporation named as Principal in the foregoing; that Timothy J. Weckwerth, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then Vice President (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.



Signature of Secretary Michael F. Norton, Secretary

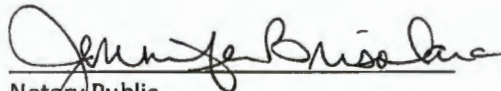
Weeks Marine, Inc.

Full Legal Name of Corporation (Bidder)

STATE OF Louisiana
Parish
COUNTY OF St. Tammany

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, Timothy J. Weckwerth (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

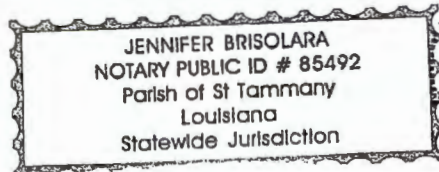
Subscribed and sworn to me on this 12th day of February, 2021 by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.



Notary Public

My Commission Expires: at death

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)



**ATTACHMENT C
LICENSE / CERTIFICATION LIST**

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license, certifications listed below to this form.

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License			
St. Johns County Local Business Tax Receipt			
Certified General Contractor (CGC)	CGC1522040	State of Florida Department of Business & Professional Regulation Construction Industry Licensing Board	August 31, 2024
Marine Contractor			
Certificate of Inspection R.B. Weeks		U.S. Coast Guard	April 27, 2024
Eastman Aggregates Enterprises, LLC (CGC)	CGC1516260	State of Florida Department of Business & Professional Regulation Construction Industry Licensing Board	August 31, 2024
Eastman Aggregates	LBTR No. 200818563	State of Florida Palm Beach County Business Tax	September 30, 2024
Eastman Aggregates		State of Florida Department of State	
Fluidized Rock Systems, Inc.		State of Florida Department of State	
Earth Balance Corporation		State of Florida Department of State	
Grey Seismic Monitoring, LLC	3811030356CC	State of Florida Secretary of State	
LG2 Environmental Solutions, Inc.	Account No. 66625	State of Florida Duval County Business Tax	September 30, 2024
Ordnance Holdings, Inc.	3754822303CC	State of Florida Secretary of State	
Vantage Observing, LLC	4974647227CC	State of Florida Secretary of State	
TI Coastal, PLLC Jefferson Canoy	Surveyor & Mapper License No. LS7199 Surveyor of Record No. LB8453	Florida Department of Agriculture and Consumer Services	EXP: 02/28/25 EXP: 02/28/25
Coastal Conservation Group, LLC	Account: 1096299	2023/2024 St. Johns County Local Business Tax Receipt	September 30, 2024



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SALCE, NICHOLAS PATSY II

WEEKS MARINE, INC.
4 COMMERCE DRIVE
CRANFORD NJ 07016

LICENSE NUMBER: CGC1522040

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

WEEKS MARINE, INC.

Cross Reference Name

WEEKS MARINE, INC.

Filing Information

Document Number	P17607
FEI/EIN Number	13-5475810
Date Filed	01/12/1988
State	NJ
Status	ACTIVE
Last Event	DROPPING DBA
Event Date Filed	09/24/1999
Event Effective Date	NONE

Principal Address

4 COMMERCE DRIVE
CRANFORD, NJ 07016

Changed: 05/18/2001

Mailing Address

4 COMMERCE DRIVE
CRANFORD, NJ 07016

Changed: 05/18/2001

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/05/2023

Address Changed: 05/05/2023

Officer/Director Detail

Name & Address

Title CFO

Testani, Michael A.
4 COMMERCE DRIVE
CRANFORD, NJ 07016

Title PRESIDENT

Ellefsen, Eric W.
4 COMMERCE DRIVE
CRANFORD, NJ 07016

Title COO

HYNES, CHRISTOPHER
4 COMMERCE DRIVE
CRANFORD, NJ 07016

Title Secretary

Norton, Michael F.
1550 Mike Fahey Street
Omaha, NE 68102

Annual Reports

Report Year	Filed Date
2022	04/28/2022
2023	01/19/2023
2024	01/05/2024

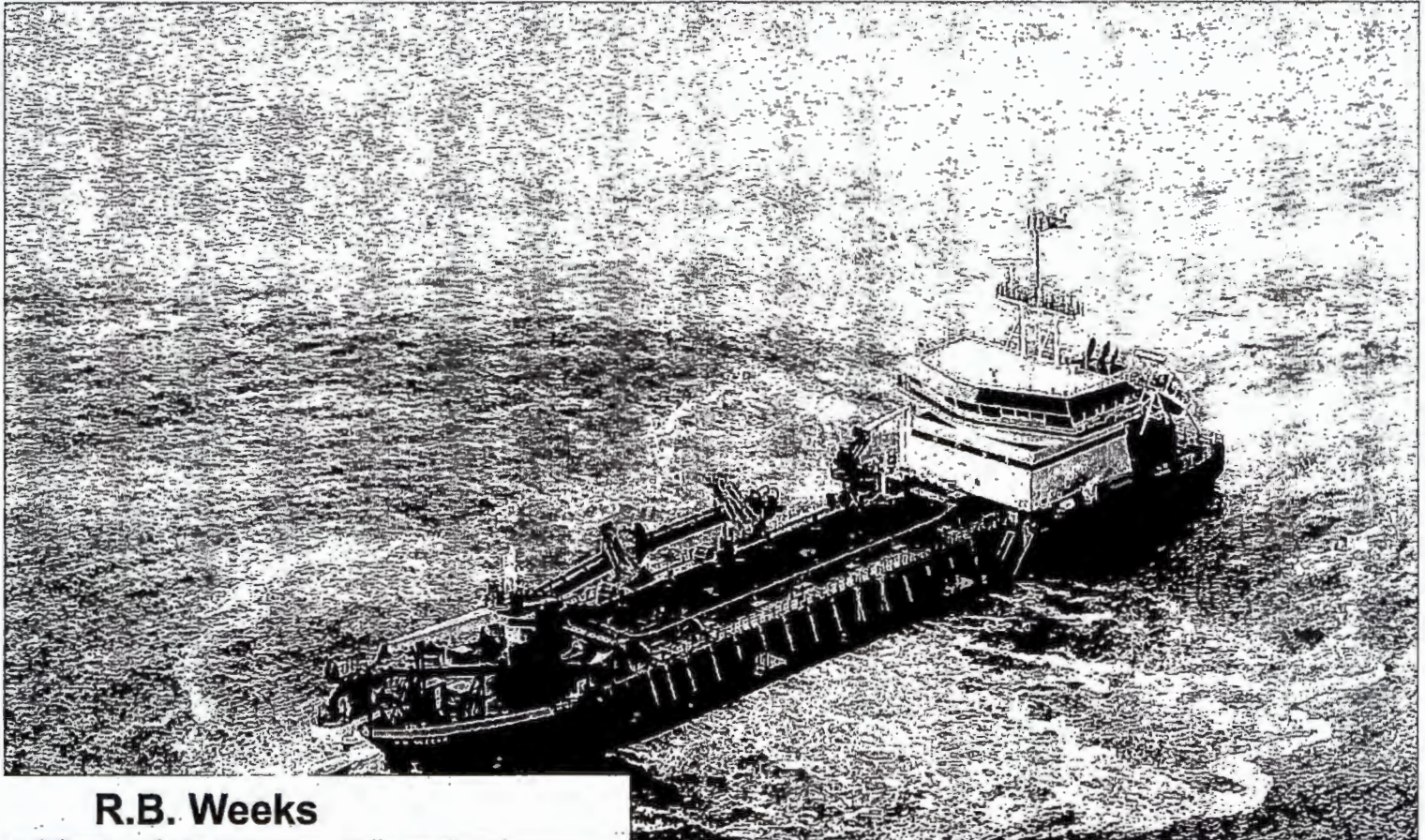
Document Images

01/05/2024 -- ANNUAL REPORT	View image in PDF format
05/05/2023 -- Reg. Agent Change	View image in PDF format
01/19/2023 -- ANNUAL REPORT	View image in PDF format
04/28/2022 -- ANNUAL REPORT	View image in PDF format
01/26/2021 -- ANNUAL REPORT	View image in PDF format
04/01/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
04/03/2019 -- ANNUAL REPORT	View image in PDF format
01/22/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
03/01/2016 -- ANNUAL REPORT	View image in PDF format
02/20/2015 -- ANNUAL REPORT	View image in PDF format
06/10/2014 -- ANNUAL REPORT	View image in PDF format
03/25/2013 -- ANNUAL REPORT	View image in PDF format
01/24/2012 -- ANNUAL REPORT	View image in PDF format
01/17/2011 -- ANNUAL REPORT	View image in PDF format
02/02/2010 -- ANNUAL REPORT	View image in PDF format
01/20/2010 -- Reg. Agent Change	View image in PDF format
02/02/2009 -- ANNUAL REPORT	View image in PDF format

01/22/2008 -- ANNUAL REPORT	View image in PDF format
03/16/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
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01/26/2004 -- ANNUAL REPORT	View image in PDF format
07/21/2003 -- ANNUAL REPORT	View image in PDF format
01/28/2002 -- ANNUAL REPORT	View image in PDF format
05/18/2001 -- ANNUAL REPORT	View image in PDF format
01/18/2000 -- ANNUAL REPORT	View image in PDF format
09/24/1999 -- Dropping DBA	View image in PDF format
03/02/1999 -- ANNUAL REPORT	View image in PDF format
02/16/1998 -- ANNUAL REPORT	View image in PDF format
04/24/1997 -- ANNUAL REPORT	View image in PDF format
02/07/1996 -- ANNUAL REPORT	View image in PDF format
01/26/1995 -- ANNUAL REPORT	View image in PDF format

Equipment

Trailing Suction Hopper Dredge



R.B. Weeks

Name: *R.B. Weeks*
Official Number: 1304084
Type: Trailing Suction Hopper Dredge
Classification: Ocean Class
Coast Guard Inspected
Year of Construction: 2023
Dredge Manufacturer: Eastern Shipbuilding

Overall Length: 356 ft
Overall Breadth: 79.5 ft
Moulded Depth: 27.25 ft
Hopper Capacity: 8,550 cy
Totally Installed Horsepower: 13,500 hp



**United States of America
Department of Homeland Security
United States Coast Guard**

Certification Date: 27 Apr 2023

Expiration Date: 27 Apr 2024

Temporary Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

This Temporary Certificate of Inspection is issued under the provision of Title 46 United States Code, Section 399, in lieu of the regular certificate of inspection, and shall be in force only until the receipt on board said vessel of the original certificate of inspection, this certificate in no case to be valid after one year from the date of inspection.

Vessel Name	Official Number	IMO Number	Call Sign	Service
R.B. WEEKS	1304084	9910985	WDN5775	Industrial Vessel

Hailing Port	Hull Material	Horsepower	Propulsion
NEW YORK, NY	Steel	12606	Diesel Direct
UNITED STATES			

Piece Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
PANAMA CITY, FL		11Sep2020	R-5038	R-4030		R-346.5
UNITED STATES						

Owner	Operator
WEEKS MARINE INC 4 COMMERCE DR CRANFORD, NJ 07016 UNITED STATES	WEEKS MARINE INC 4 COMMERCE DR CRANFORD, NJ 07016 UNITED STATES

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 4 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 4 GMDSS Operators.

1 Masters	0 Licensed Mates	1 Chief Engineers	3 Oilers
1 Chief Mates	0 First Class Pilots	1 First Assistant Engineers	
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers	
2 Third Mates	6 Able Seamen	2 Third Assistant Engineers	
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers	
0 Mate First Class Pilots	0 Deckhands	0 Qualified Member Engineer	

In addition, this vessel may carry 0 Passengers, 0 Other Persons in crew, 4 Persons in addition to crew, and no Others. Total Persons allowed: 21

Route Permitted And Conditions Of Operation:
---Oceans---

This vessel has been inspected and certificated in accordance with the terms and conditions specified in the U.S. Coast Guard's Alternate Compliance Program (ACP). Date of ACP enrollment: 27 April 2023 Lloyd's register class id: LR 9652210

This certificate is valid only so long as the operating restrictions in the vessel's international load line exemption certificate, regarding article 12(1) submersion, based on "dr-68 guidelines for the assignment of reduced freeboards for dredgers" (rev. 1, dated 11 march 2015), issued by Lloyd's register North America Inc., reference# nos 1500247, dated 22 December 2017 and approved by cg-eng ltr 16714, dated Dec 12, 2017 are observed.

*****SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION*****

With this Inspection for Certification having been completed at Port-St. Joe, FL, UNITED STATES, the Officer in Charge, Marine Inspection, Mobile, Alabama certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Re-Inspection				This certificate issued by: D. F. [Signature] CDR, USCG, By direction Officer in Charge, Marine Inspection Mobile, Alabama
Date	Zone	A/P/R	Signature	
				Inspection Zone



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 27 Apr 2023
Expiration Date: 27 Apr 2024

Temporary Certificate of Inspection

Vessel Name: R.B. WEEKS

In accordance with 46 CFR 15.840, two (2) ordinary seaman may be substituted for two (2) able seaman. However, they must hold the proper credential to serve as rating forming part of a navigational watch in accordance with 46CFR15.1103 (b).

When operating on an oceans route, not on an international voyage, the vessel may substitute an OICNW (reg ii/1) for the chief mate (reg ii/2) and an OICEW (reg iii/1) for the second engineer (U.S. 1st a/e) (reg iii/2).

When vessel is on a non-international voyage of less than four hundred (400) miles, the vessel may reduce the number of third mates, OICNW (reg II/1) by one (1).

While dredging in rivers, lakes, bays and sounds and on short coastwise voyages of less than four hundred (400) miles for the purpose of dumping spoils, not on an international voyage, the minimum manning may be reduced to:

One (1) master
Two (2) third mates, OICNW (reg II/1)
One (1) chief engineer
One (1) third assistant engineer, OICEW (reg III/1)
Three (3) able seamen
Two (2) oilers

Included in the above licensed and unlicensed personnel, there must be four (4) certified lifeboatmen and three (3) GMDSS operators.

In addition, this vessel may carry zero (0) other persons in crew and eleven (11) persons in addition to crew. Total persons allowed is twenty one (21).

This certificate is valid only so long as the operating restrictions in the vessel's stability letter, issued by Lloyds register and dated 27 April 2023 are observed.

Watertight doors in subdivision bulkheads shall be closed except when used for transit.

END



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



MARZANO, MICHAEL W.

EASTMAN AGGREGATE ENTERPRISES LLC
9030 PARAGON WAY
BOYNTON BEACH, FL 33472

LICENSE NUMBER: CGC1516260

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 3705 BELLEVUE AVE
 LAKE WORTH, FL 33461

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
EXCAVATING	EASTMAN BERNARD		B23.685075 07/19/2023	\$33.00	B4011444

This document is valid only when received by the Tax Collector's Office.



2-257

EASTMAN AGGREGATES ENTERPRISES LLC
 EASTMAN AGGREGATES ENTERPRISES LLC
 3705 BELLEVUE AVE
 LAKE WORTH FL 33461-4117

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200818563
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 3705 BELLEVUE AVE
 LAKE WORTH, FL 33461

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
TRUCKING SERVICE	EASTMAN BERNARD		B23.685074 07/19/2023	\$33.00	B4011445

This document is valid only when received by the Tax Collector's Office.



EASTMAN AGGREGATES ENTERPRISES LLC
 EASTMAN AGGREGATES ENTERPRISES LLC
 3705 BELLEVUE AVE
 LAKE WORTH FL 33461-4117

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200509806
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

State of Florida

Department of State

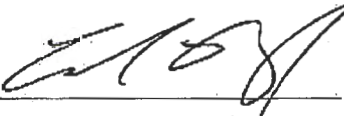
I certify from the records of this office that EASTMAN AGGREGATE ENTERPRISES, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 30, 2004.

The document number of this limited liability company is L04000064140.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 3, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of March, 2023*




Secretary of State

Tracking Number: 9756920713CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that FLUIDIZED ROCK SYSTEMS, INC. is a corporation organized under the laws of the State of Florida, filed on August 25, 2015.

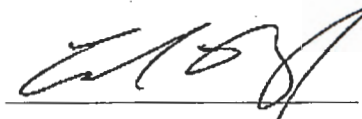
The document number of this corporation is P15000071449.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 3, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of March, 2023*




Secretary of State

Tracking Number: 8213436735CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that EARTHBALANCE CORPORATION is a corporation organized under the laws of the State of Florida, filed on November 4, 1985, effective November 1, 1985.

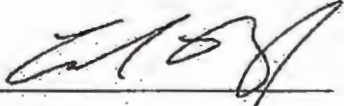
The document number of this corporation is H84315.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 25, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of April, 2023*




Secretary of State

Tracking Number: 1608656738CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000088005

Entity Name: GRAY SEISMIC MONITORING, LLC

Current Principal Place of Business:

135 WELLWOOD AVENUE
SAINT JOHNS, FL 32259

Current Mailing Address:

2220 COUNTY ROAD 210 W
STE 108 #347
JACKSONVILLE, FL 32259 US

FEI Number: 27-0905288

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CHAMBERLAIN & ASSOCIATES PA
4350 PABLO PROFESSIONAL COURT
JACKSONVILLE, FL 32224 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name GRAY, SAMUEL A
Address 2220 COUNTY ROAD 210 W
STE 108 #347
City-State-Zip: JACKSONVILLE FL 32259

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SAMUEL GRAY

MANAGING MEMBER

02/06/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date



2023 - 2024 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

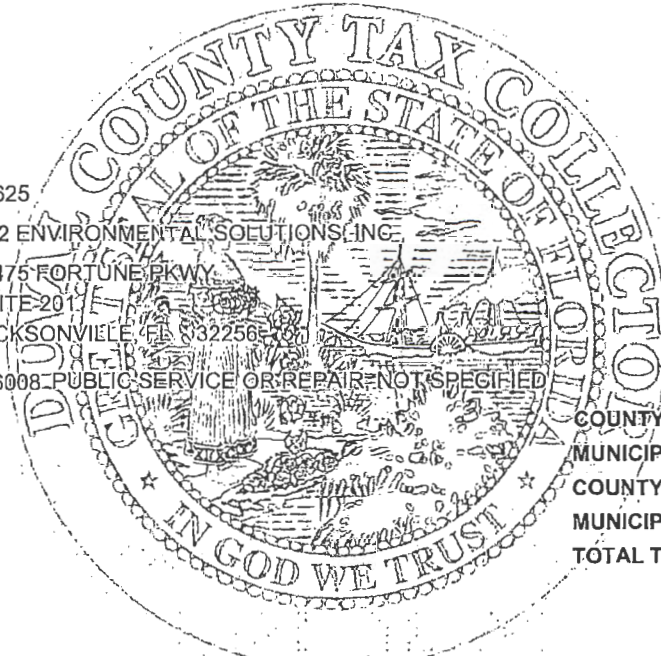
231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2023 through September 30, 2024.

LG2 ENVIRONMENTAL SOLUTIONS, INC
10475 FORTUNE PKWY
SUITE 201
JACKSONVILLE, FL 32256

ACCOUNT NUMBER: 66625
BUSINESS NAME: LG2 ENVIRONMENTAL SOLUTIONS, INC.
PHYSICAL ADDRESS: 10475 FORTUNE PKWY
SUITE 201
JACKSONVILLE, FL 32256
CLASSIFICATION CODE: 326008 PUBLIC SERVICE OR REPAIR NOT SPECIFIED

STATE LICENSE NO:



COUNTY TAX: 93.75
MUNICIPAL TAX: 226.25
COUNTY LATE PENALTY: 14.06
MUNICIPAL LATE PENALTY: 33.94
TOTAL TAX: 368.00

RENEWAL

VALID UNTIL September 30, 2024

2023 - 2024

*****ATTENTION*****

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid INT-24-00842950 11/01/2023 \$ 368.00

2024 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M22000019160

Entity Name: ORDNANCE HOLDINGS, INC

Current Principal Place of Business:

1701 N. 20TH STREET SUITE B
TAMPA, FL 33605

Current Mailing Address:

250 COREY AVE NO 67305
ST PETE BEACH, FL 33706 US

FEI Number: 52-2209568

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SPERKA, JONATHAN
1701 N 20TH ST STE B
TAMPA, FL 33605 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Authorized Person(s) Detail :

Title	P	Title	DIR
Name	SPERKA, JONATHAN	Name	PERMAN, JENNA
Address	1701 N 20TH ST STE B	Address	3132 W VINA DEL MAR BLVD
City-State-Zip:	TAMPA FL 33605	City-State-Zip:	ST PETE BCH FL 33706

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JONATHAN SPERKA

TECHNICAL DIRECTOR

01/17/2024

Electronic Signature of Signing Authorized Person(s) Detail

_____ Date

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L15000204451

Entity Name: VANTAGE OBSERVING, LLC

Current Principal Place of Business:

95315 NASSAU RIVER ROAD
FERNANDINA BEACH, FL 32034

Current Mailing Address:

95315 NASSAU RIVER ROAD
FERNANDINA BEACH, FL 32034 US

FEI Number: 81-0805903

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

VAN WAEYENBERGHE, MAXX R
95315 NASSAU RIVER ROAD
FERNANDINA BEACH, FL 32034 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MAXX VAN WAEYENBERGHE

01/29/2024

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title: MGR
Name: VAN WAEYENBERGHE, MAXX R
Address: 95315 NASSAU RIVER ROAD
City-State-Zip: FERNANDINA BEACH FL 32034

Title: OWNER
Name: VAN WAEYENBERGHE, STACEY FACHKO
Address: 95315 NASSAU RIVER ROAD
City-State-Zip: FERNANDINA BEACH FL 32034

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MAXX VAN WAEYENBERGHE

MANAGER

01/29/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date



FIND A BUSINESS OR INDIVIDUAL License Lookup

AS MAINTAINED BY THE DIVISION OF CONSUMER SERVICES

Name License (ex. LS9999) Phone City

County Program

Limit results by Active status

Records Found : 1

[File Complaint](#)

Search Results

Sort By Filter By State,City Display per page

NAME : A to Z <Show All> 20

TI COASTAL, PLLC				
1209 MALLARD BAY RD., HAMPSTEAD, NC 28443				
Phone 910-821-1358				
License Type	License#	Issued	Expires	Status
Surveyor Business	LB8453	08/23/21	02/28/25	Active
Surveyor of Record	LS7199	11/19/18	02/28/25	Active



FIND A BUSINESS OR INDIVIDUAL License Lookup

AS MAINTAINED BY THE DIVISION OF CONSUMER SERVICES

Name License (ex. LS9999) Phone City

Jefferson Canoy

County Program

Limit results by Active status

Records Found : 1

[File Complaint](#)

Search Results

Sort By Filter By State,City Display per page

NAME : A to Z <Show All> 20

1				
JEFFERSON W CANOY				
575 MAJESTIC OAKS DR, HAMPSTEAD, NC 28443-8259				
License Type	License#	Issued	Expires	Status
Surveyor and Mapper	LS7199	11/19/18	02/28/25	Active
Surveyor of Record For	LB8453	08/23/21	02/28/25	Active
1				

This Receipt is issued pursuant to
County ordinance 87-36

2023/2024 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1096299
EXPIRES September 30, 2024

Business Type Consultant
Location 3600 Crazy Horse Trail
St Augustine FL 32080

Business Name Coastal Conservation Group
LLC

Owner Name Coastal Conservation Group LLC

Mailing Address 3600 Crazy Horse Trail
St Augustine FL 32080



**New Business
Transfer**

Tax	22.00
Penalty	0.00
Cost	0.00
Total	22.00

**DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2023-7523692 on 02/06/24 for \$22.00

IFB NO: 1677; NORTH PONTE VEDRA BEACH RESTORATION - FDEP #20SJL, #22SJL, AND #23SJL

**ATTACHMENT D
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All sub-contractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Work/Services
Eastman Aggregate	Beach Tilling	Sean Kemnuir V.P. of Operations	3705 Bellevue Ave. Lake Worth, FL 33461 (561) 969-7147, sean@eastmanagg.com	<1%
Fluidized Rock Systems (FRS)	Screening	Sean Kemnuir V.P. of Operations	3705 Bellevue Ave. Lake Worth, FL 33461 (561) 969-7147, sean@eastmanagg.com	10%
Tide Environmental, LLC	Endangered Species Monitoring	Allison Griffin Owner	5447 Brightwater Lane Jacksonville, FL 32277 (904) 502-2409, allison@tideenvironmental.com	<1%
Oneida - LG2 Environmental Solutions	Gopher Tortoise Monitoring	Chad Drury Project Manager	10475 Fortune Parkway, Ste. 201 Jacksonville, FL 32256 (904) 347-7725, cdrury@oescgroup.com	<1%
Coastal Conservation Group	Turtle Monitors and Relocation, Bird Monitors	Tara Dodson Lead Biologist	3600 Crazy Horse Trail St Augustine, FL 32086 (904) 814-2172 tara@coastalconservationgroup.com	<1%
Ordnance Holdings, Inc.	MEC	Jonathan Sperka Technical Director	1701 N. 20th St. Suite B Tampa, FL 33605 (443) 522-2933 jsperka@ordnanceholdings.com	1%
Gray Seismic	Vibration & Structure Monitoring	Adam Gray Senior Seismic Consultant	2220 County Road 210 W, Ste 108 #347 Jacksonville, FL 32259 (904) 728-3299 adam@grayseismicmonitoring.com	1%
Earth Balance	Post & Rope Fence Vegetation	Chrissy Hensel Senior Project Manager	705 13th Street St. Cloud, FL 34769 (941) 426-7878 chensel@earthbalance.com	5%
East Coast Observers, Inc.	Turtle Trawling & Relocation	Trish Bargo President	787 W. 49th Street Norfolk, VA 23508 (757) 880-7838 TBargo@eastcoastobservers.com	<1%
Vantage Observing	Turbidity Monitoring	Maxx Van Waeyenberghe Owner	95315 Nassau River Road, Fernandina Beach, FL 32034 (904) 501-0597 vantageobserving@gmail.com	<1%
TI Coastal, PLLC	Surveying	Chris Gibson President	387-B N Green MEadows Drive Wilmington, NC 28405 (910) 821-1358, ckgibson@ticoastal.com	2%

ATTACHMENT E
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, IFB) Number/Description: IFB No 1677; North Ponte Vedra Beach Restoration – FDEP #20SJL, #22SJL, and #23SJL

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Bidder has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Bidder: Weeks Marine, Inc.

Authorized Representative(s):

Timothy J. Weckwerth
Signature

Timothy J. Weckwerth, Vice President

Print Name/Title

Michael F. Norton
Signature

Michael F. Norton, Secretary

Print Name/Title

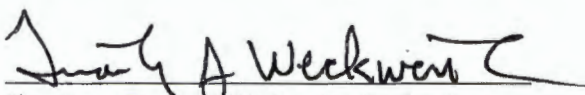
ATTACHMENT F
DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Weeks Marine, Inc, does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature Timothy A. Weckwerth, Vice President

February 12, 2024

Date

ATTACHMENT G
CLAIMS, LIENS, LITIGATION HISTORY

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

See attached sheets.

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

See attached sheets.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

See attached sheets.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

See attached sheets.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes: _____ No: If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes No
If no, please explain why?

See attached sheets.

7. List the status of all pending claims currently filed against your company:

See attached sheets.

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes No If yes, please explain in detail:

See attached sheet.

(Use additional or supplemental pages as needed)



Weeks Marine Inc. - Response to Attachment G

In the conduct of business, Weeks Marine, Inc. ("Weeks Marine"), has neither defaulted nor been terminated on any contract in its over one hundred (100) years of existence. Weeks Marine has neither prosecuted nor suffered any claim nor incurred any damage having any material adverse effect on its dredging operations. Likewise, Weeks Marine has never defaulted in the performance, observance, or fulfillment of any material obligation in any of its contractual undertakings which routinely exceed many hundreds of millions of dollars annually. Finally, Weeks has never failed to resolve any lien filed by a lower tier subcontractor or supplier and no such liens are currently pending.

Litigation/Arbitration in Last 7 Years (brought by/against Owner, Subcontractor Supplier)

Caption	Description	Attorneys	Project Owners/Managers	Amount at Issue
Weeks Marine Inc. v. Gloucester County Improvement Authority, No. GLO-L-00577-17	Weeks filed an action May 5, 2017 in New Jersey State Court. The litigation arises from a project awarded to Weeks in January 2011 for the Paulsboro Marine Terminal Bulkhead, Dredging and Upland Site Preparation Project in Paulsboro, NJ. Weeks asserted a Differing Site Condition in August 2013 alleging the dredging to be significantly more difficult (harder material) than shown on the geotechnical information included with the bid package. The issue had previously been negotiated and settled but, due to reasons outside Weeks' control, the Owner withdrew its offer. A contract mandated mediation was held between the parties on April 10, 2017 but was unsuccessful. The litigation is ongoing.	Plaintiff: Cohen Segalis, PC George E. Pallas, Esq. Defendant: Parker McKay P.A. Richard Hunt, Esq.	Mario Christina (Project Manager) – 856-848-4002	~\$13,235,705
Weeks Marine Inc. v. Gloucester County	On November 22, 2017 Weeks filed a civil action in New Jersey State Court arising out of a project awarded in	Plaintiff: Cohen Segalis, PC	Mario Christina (Project Manager) – 856-848-4002	~\$8,635,377



<p>Improvement Authority, No. GLO-L-01401-17</p>	<p>August of 2014 for the Paulsboro Marine Terminal Modified I Wharf Project in Paulsboro, NJ. Weeks has asserted several claims due to the Owner's refusal to reimburse Weeks for additional work performed including pile repairs to hundreds of concrete piles that cracked due to what Weeks asserts was a deficient design. The contract mandates Executive Negotiations which the Owner refused to participate in. The litigation is ongoing.</p>	<p>George E. Pallas, Esq. Defendant: Parker McKay P.A. Richard Hunt, Esq.</p>		
<p>Wilco Marsh Buggles and Draglines, Inc. v. Weeks Marine, Inc., No. 2:20-cv-03135 (ED La.)</p>	<p>Wilco filed a patent infringement lawsuit against Weeks in the Eastern District of Louisiana for infringement and misappropriation of Wilco's intellectual property, US Patent #6,918,801, regarding amphibious vehicle technology. Spud attachments were developed and the subject of a Wilco Patent which was in turn manufactured by EIK International, a Malaysian company, who then sold marsh buggies incorporating the technology to Weeks. Weeks purchased the EIK product subject to an indemnity to patent infringement. Wilco claims that it had a patent on "amphibious vehicles" employing the use of this accessory. Wilco's patent employs apparent technology that was market available many decades prior to the patent. Weeks has defended the matter to invalidate the patent and minimize</p>	<p>Plaintiff: Keaty Law Firm Thomas St. Paul Keaty, Esq. Defendant: Jones Walker LLP Michael Leachman, Esq.</p>	<p>N/A</p>	<p>Declaration of Infringement and unspecified damages</p>



	damages should invalidity fail. Wilco has filed for a motion for summary judgment dismissing the lawsuit.			
Keiland Construction, LLC v. Weeks Marine, Inc., No. 2:20-cv-00827 (WD La.)	Suit in federal court in Louisiana to recover costs Keiland alleges were incurred on the Project. Weeks terminated Keiland due to its inability to advance the Project's critical path. Court has found in favor of Weeks Marine regarding methodology of calculation for costs. Summary judgment motion filed by both Keiland (for costs and work performed and legal fees) and Weeks (for overpayments made to Keiland prior to termination and to receive legal fees). Court awarded some costs to Keiland and awarded Weeks its legal fees. Case now on appeal by Keiland.	Plaintiff: Defendant: Cohen Seglias, PC Michael Payne, Esq.	N/A	~\$604,014
Agate Construction Company, Inc. v. Weeks Marine, Inc., No. UN-L-001720-21	As a result of delays experienced in the Mariasquan project, Agate Construction Company, Inc. filed suit in New Jersey Supreme Court, 001720-21, to recover alleged delay costs. The suit is unfounded as Weeks reconciled all payments and Agate waived all claims prior to final payment. Litigation is currently underway and Weeks Marine is defending its position.	Plaintiff: David Delile Defendant: Tesser & Cohen Bob Bennett, Esq.	N/A	~\$250,000- \$650,000

Detailed Information Regarding Liquidated Damages

Bayou Bonfouca Marsh Creation		
1)	Name (Business Entity)	State of Louisiana, CPRA
	Address	450 Laurel Street, Suite 1501-14, Baton Rouge, LA
	Point of Contact	Barry Richard
	Phone Number	504-280-4059
	Email	barry.richard@la.gov
	Date of Notice to Proceed	07/20/2016
	Contract Duration - Days	393
	Required Contract Completion Date	08/17/2017
	Date Project Completed	01/18/2018
	Number of Days Difference	110
	Amount LD Per Day	\$3,130.00
	Amount LD Total	\$344,300.00
	Additional Details	Dredging/ marsh creation was completed after the required completion date. The owner penalized for 110 days.

Long Beach Island		
2)	Name (Business Entity)	U.S. Army Corps of Engineers
	Address	100 Penn Square East, Philadelphia, PA
	Point of Contact	Christian Bickings
	Phone Number	609-569-0135
	Email	christian.j.bickings@usace.army.mil
	Date of Notice to Proceed	10/13/2017
	Contract Duration - Days	212
	Required Contract Completion Date	05/13/2018
	Date Project Completed	10/04/2018
	Number of Days Difference	144
	Amount LD Per Day	\$5,400.00
	Amount LD Total	\$777,600.00
	Additional Details	Since the dredging/Beschfill contract was completed 144 days after the required completion date, liquidated damages were assessed.

Westhampton		
3)	Name (Business Entity)	U.S. Army Corps of Engineers
	Address	355 RXR Plaza, Uniondale, New York 11556
	Point of Contact	Shewen Bian
	Phone Number	917-790-6251
	Email	shewen.w.bian@usace.army.mil
	Date of Notice to Proceed	10/09/2019
	Contract Duration - Days	120
	Required Contract Completion Date	02/06/2020
	Date Project Completed	03/13/2020
	Number of Days Difference	36
	Amount LD Per Day	\$2,025.00
	Amount LD Total	\$72,900.00
	Additional Details	Since the dredging/Beschfill contract was completed 36 days after the required completion date, liquidated damages were assessed.

Port Everglades		
4)	Name (Business Entity)	U.S. Army Corps of Engineers
	Address	3000 SW 148th Ave, Suite 251, Miramar, FL 33027
	Point of Contact	Bolivar Perez
	Phone Number	561-308-9313
	Email	bolivar.o.perez@usace.army.mil
	Date of Notice to Proceed	10/09/2020
	Contract Duration - Days	144
	Required Contract Completion Date	03/02/2021
	Date Project Completed	03/05/2021
	Number of Days Difference	3
	Amount LD Per Day	\$3,516.00
	Amount LD Total	\$10,548.00
	Additional Details	Since the contract was completed 3 days after the required completion date, liquidated damages were assessed.

Dare County		
5)	Name (Business Entity)	Dare County, NC
	Address	954 Marshall C Collins Dr, Room 286, Manteo, NC 27954
	Point of Contact	Dustin Peele
	Phone Number	252-475-5891
	Email	dustin.peele@darenc.com
	Date of Notice to Proceed	03/16/2022
	Contract Duration - Days	435
	Required Contract Completion Date	05/25/2023
	Town of Duck Completed	05/14/2023
	Town of Southern Shores Completed	05/23/2023
	Town of Kitty Hawk Completed	02/02/2023
	Town of Kill Devil Hills Completed	02/02/2023
	Amount LD Per Day	\$4,000.00
	Amount LD Total	\$532,000.00
	Additional Details	The required contract completion date was May 25, 2023. However the Town of Duck assessed liquidated damages starting on 1/1/2023. Duck was completed on 5/14/2023, which is 133 days after 1/1/2023.

IFB NO: 1677; NORTH PONTE VEDRA BEACH RESTORATION - FDEP #20SJL, #22SJL, AND #23SJL
ATTACHMENT H

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

I, Timonthy J. Weckwerth ("Affiant"), being duly authorized by and on behalf of Weeks Marine, Inc. ("Bidder") hereby swears or affirms as follows:

1. The principal business address of Bidder is: 304 Gaille Drive Covington, Louisiana 70433
2. I am duly authorized as Vice President (Title) of Bidder.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Bidder, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
- ~~7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder who is active in the management of the Bidder or an affiliate of the Bidder. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Timothy J. Weckwerth
Signature of Affiant

Timothy J. Weckwerth, Vice President
Printed Name & Title of Affiant

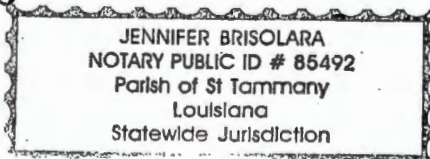
Weeks Marine, Inc.
Full Legal Name of Bidder

February 12, 2024
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of February, 2024, by Affiant, who is personally known to me or has produced _____ as identification.

Jennifer Brisolara
Notary Public

at Death.
My Commission Expires



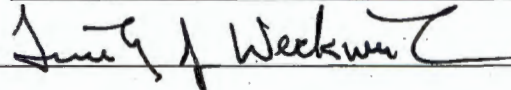
ATTACHMENT I
NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Invitation for Bid issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Bids submitted in response to the Invitation for Bid or in return for execution of a contract for performance or provision of services for which Bids are herein sought.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): Timothy J. Weckwerth

SIGNATURE: 

TITLE: Vice President

DATE: February 12, 2024

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Weeks Marine, Inc.

ATTACHMENT J
E-VERIFY AFFIDAVIT

STATE OF Louisiana
~~COUNTY OF~~ St. Tammany
Parish

I, Timothy J. Weckwerth (hereinafter "Affiant"), being duly authorized by and on behalf of Weeks Marine, Inc. (hereinafter "Contractor") hereby swears or affirms as follows:

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 12th day of February, 2024.

Timothy J. Weckwerth
Signature of Affiant

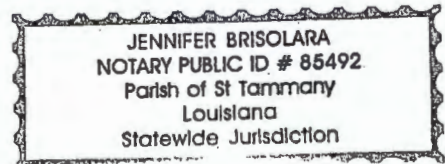
Timothy J. Weckwerth
Printed Name of Affiant

Vice President
Printed Title of Affiant

Weeks Marine, Inc.
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of February, 2024, by Timothy J. Weckwerth, Vice President who is personally known to me or has produced _____ as identification.

Jennifer Brisolara
Notary Public
My Commission Expires: at death.



ATTACHMENT K
EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

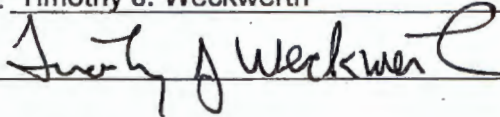
During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): Timothy J. Weckwerth

SIGNATURE: 

TITLE: Vice President

NAME OF FIRM: Weeks Marine, Inc.

DATE: February 12, 2024

ATTACHMENT L
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
(Complete and Submit Attachment "L" for Prime Bidder and each proposed Sub-Contractor.)

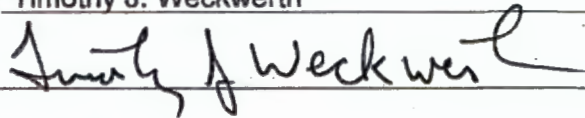
The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Bidder must be registered with www.SAM.gov with a status of "Active" and have no Active Exclusions cited.
2. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
3. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
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The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this IFB, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): Timothy J. Weckwerth

SIGNATURE: 

TITLE: Vice President

NAME OF FIRM: Weeks Marine, Inc.

DATE: February 12, 2024

ATTACHMENT L
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
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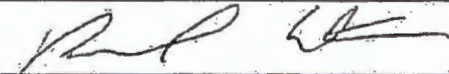
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Handwritten Signature of Authorized Principal(s):

NAME (print): Bernard Eastman

SIGNATURE: 

TITLE: Key Manager

NAME OF FIRM: Fluidized Rock Systems, LLC

DATE: 1/29/2024

ATTACHMENT L
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
(Complete and Submit Attachment "L" for Prime Bidder and each proposed Sub-Contractor.)

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Handwritten Signature of Authorized Principal(s):

NAME (print): Cristine Borowski

SIGNATURE: *Cristine Borowski*

TITLE: Vice President of Business Management

NAME OF FIRM: EarthBalance Corporation

DATE: January 23, 2024

ATTACHMENT L
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
(Complete and Submit Attachment "L" for Prime Bidder and each proposed Sub-Contractor.)

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Handwritten Signature of Authorized Principal(s):

NAME (print): Patricia Bargo

SIGNATURE: 

TITLE: President

NAME OF FIRM: East Coast Observers, Inc.

DATE: 25Jan24

ATTACHMENT L
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
(Complete and Submit Attachment "L" for Prime Bidder and each proposed Sub-Contractor.)

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Handwritten Signature of Authorized Principal(s):

NAME (print): Adam Gray

SIGNATURE:  _____

TITLE: Senior Seismic Consultant

NAME OF FIRM: Gray Seismic Monitoring, LLC

DATE: 01-24-2024

ATTACHMENT L
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
(Complete and Submit Attachment "L" for Prime Bidder and each proposed Sub-Contractor.)

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Handwritten Signature of Authorized Principal(s):

NAME (print): Francine Skenandore, J.D.

SIGNATURE: 

TITLE: Contracts Manager

NAME OF FIRM: LG2 Environmental Solutions, Inc.

DATE: January 24, 2024

ATTACHMENT L
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
(Complete and Submit Attachment "L" for Prime Bidder and each proposed Sub-Contractor.)

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Handwritten Signature of Authorized Principal(s):

NAME (print): Tara Dodson

SIGNATURE: *Tara Dodson*

TITLE: Project Manager

NAME OF FIRM: Coastal Conservation Group, LLC

DATE: February 12, 2024

ATTACHMENT L
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
(Complete and Submit Attachment "L" for Prime Bidder and each proposed Sub-Contractor.)

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Handwritten Signature of Authorized Principal(s):

NAME (print): Jenna Coven Perman

SIGNATURE: *Jenna Coven Perman*

TITLE: Project Manager

NAME OF FIRM: Ordnance Holdings, Inc.

DATE: 1-23-2024

ATTACHMENT L
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
(Complete and Submit Attachment "L" for Prime Bidder and each proposed Sub-Contractor.)

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The Respondent certifies that It shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this IFB, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): Christian L Gibson, PE

SIGNATURE: 

TITLE: President

NAME OF FIRM: TI Coastal, PLLC

DATE: 26 January 2024

ATTACHMENT L
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
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Handwritten Signature of Authorized Principal(s):

NAME (print): Allison Griffin

SIGNATURE: 

TITLE: Owner

NAME OF FIRM: Tide Environmental LLC

DATE: 24 Jan 2024

ATTACHMENT L
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
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Handwritten Signature of Authorized Principal(s):

NAME (print): Maxx Van Waeyenberghe

SIGNATURE: 

TITLE: Manager

NAME OF FIRM: Vantage Observing, LLC

DATE: 01/24/24

ATTACHMENT L
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
(Complete and Submit Attachment "L" for Prime Bidder and each proposed Sub-Contractor.)

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Handwritten Signature of Authorized Principal(s):

NAME (print): Bernard Eastman

SIGNATURE: 

TITLE: Managing Member

NAME OF FIRM: Eastman Aggregate Enterprises, LLC

DATE: 2/8/2024

ATTACHMENT M
BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

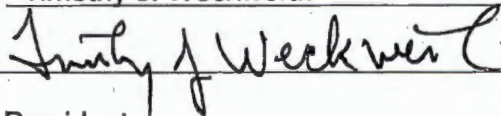
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts; sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Weeks Marine, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): Timothy J. Weckwerth

SIGNATURE: 

TITLE: Vice President

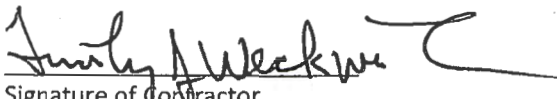
NAME OF FIRM: Weeks Marine, Inc.

DATE: February 12, 2024

ATTACHMENT N

ST. JOHNS COUNTY
CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.


Signature of Contractor
Timothy J. Weckwerth

Vice President
Title

February 12, 2024
Date

ATTACHMENT N – REVISED PER ADDENDUM #3

SCHEDULE OF VALUES
OPTION A

Bidder must complete and submit with their Bid Submittal Attachment "N" – Schedule of Values to demonstrate the breakdown of costs included in the submitted Not-To-Exceed Bid Price. Quantities provided herein are estimates only, presented for establishing the total value of the Bid. Actual cost of the project will be based on the unit prices and actual quantities for work satisfactorily completed in accordance with the provisions of the awarded contract.

BASE BID				
Item No. & Description	Quantity	Unit	Unit Price	Total Item Price
1. Mobilization / Demobilization	1	LS		\$5,700,000.00
2. Beach Fill	2,000,000	CY	\$ 11.70	\$23,400,000.00
3. Mechanical Screening	2,000,000	CY	\$ 2.00	\$4,000,000.00
4. Disposal of Oversized Material	3,000	CY	\$ 45.00	\$135,000.00
5. MEC Support	130	DAY	\$3,250.00	\$422,500.00
6. Structure Insp. & Vibration Monitoring	1	LS		\$200,000.00
7. Beach Tilling / Decompaction	1	LS		\$120,000.00
8. Turbidity Monitoring	1	LS		\$100,000.00
9. Sea Turtle Trawling: MOB/DEMOB	1	PER OCCURRENCE	\$15,000.00	\$15,000.00
10. Sea Turtle Trawling: DAY RATE	3	DAY	\$6,000.00	\$18,000.00
11. Environmental Monitoring	130	DAY	\$2,250.00	\$292,500.00
12. Sea Turtle Nest Relocation	150	EA	\$250.00	\$37,500.00
13. Vegetation – Dune Planting Units	1,225,000	EA	\$1.10	\$1,347,500.00
14. Post & Rope	1,410	LF	\$15.00	\$21,150.00
15. Standby Time	24	HR	\$7,500.00	\$180,000.00
16. Construction Bond	1	LS		\$100,000.00
Total Bid Price				\$36,089,150.00

- 1) STANDBY TIME IS DEFINED AS TIME SPENT BY THE DREDGE, AT THE DIRECTION OF THE COUNTY OR ENGINEER, FOR REASONS OUTSIDE OF THE REQUIREMENTS IN THE CONTRACT.

ATTACHMENT O
ACKNOWLEDGEMENT OF ADDENDA

Bidder hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the IFB Documents. By acknowledging the Addenda listed below, Bidder hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Bidder's Bid. Failure to acknowledge and incorporate issued Addenda may result in a Bidder being deemed non-responsive to the requirements of the IFB, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF BIDDER'S AGENT	TITLE OF BIDDER'S AGENT	SIGNATURE OF BIDDER'S AGENT
#1	1/25/24	Timothy J. Weckwerth	Vice President	<i>Timothy J. Weckwerth</i>
#2	1/29/24	Timothy J. Weckwerth	Vice President	<i>Timothy J. Weckwerth</i>
#3	2/6/24	Timothy J. Weckwerth	Vice President	<i>Timothy J. Weckwerth</i>

IFB NO: 1677; NORTH PONTE VEDRA BEACH RESTORATION - FDEP #20SJJ, #22SJJ, AND #23SJJ

ATTACHMENT Q

EQUIPMENT SCHEDULE

Bidder shall provide a list of equipment to be delivered and used by bidder to perform the Work, including dredge, attendant barges, pipe, land-based earth-moving equipment, storage units, etc. Provide the name of the dredge. Documentation addressing the suitability of the floating plant to operate in the waters of the Atlantic Ocean must be provided to the County at the time of bid.



Equipment Schedule



Weeks Marine, Inc. (Weeks) plans to perform the North Ponte Vedra Beach Restoration with the hopper dredge, the R.B. Weeks. Mobilization of equipment to perform the project would begin on or around March 10th, 2024 after receipt of NTP, which is anticipated to be made on March 1st, 2024. Dredging and placement of beach compatible sand is scheduled to commence on April 1st, 2024 and last for approximately 120 days. Demobilization of all pipeline and equipment would immediately begin after acceptance of the work.

Equipment to be Utilized

Dredge

Hopper Dredge, R.B. Weeks

Attendant Plant

1 x Crane Barge
2 x Anchor Barges
2 x Crew boat
3 x Tugboats

Pipeline

3 x 5,600' of subline (to install across 3 landings -16,800' total)
2 x 400' of Float Hose
3,500' of shore pipe

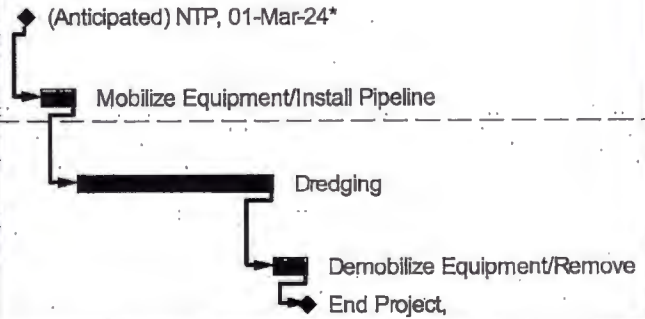
Land Based Equipment

6 x CAT D6 Dozers
2 x CAT D8 Dozers
2 x CAT Frontend Loaders
Skid Steer
Extractor 3300 (Fluidize Rock Systems)
2 x Office Conex (one for the shore crew and one for the County/Engineer)
Light Plants
Port-o-Lets
Dumpsters
Fuel Tanks



Activity ID	Activity Name	Dur	Start	Finish	2024												2025	
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar

North Ponte Vedra IFB No. 1677				172d	01-Mar-24	19-Aug-24
Administration				0d	01-Mar-24	01-Mar-24
A1000	(Anticipated) NTP	0d	01-Mar-24*			
Mobilization				22d	10-Mar-24	31-Mar-24
A1010	Mobilize Equipment/Install Pipeline	22d	10-Mar-24	31-Mar-24		
Dredging				120d	01-Apr-24	29-Jul-24
A1020	Dredging	120d	01-Apr-24	29-Jul-24		
Demobilization				21d	30-Jul-24	19-Aug-24
A1030	Demobilize Equipment/Remove Pipeline	21d	30-Jul-24	19-Aug-24		
A1040	End Project	0d		19-Aug-24		



Remaining Level of Effort
 Actual Work
 Critical Remaining Work
 Remaining Work
 Milestone

IFB NO: 1677; NORTH PONTE VEDRA BEACH RESTORATION - FDEP #20SJL, #22SJL, AND #23SJL

ATTACHMENT R

WORK PLAN

Bidder shall provide a detailed construction sequence and schedule, depicting each major task to prosecute the plans and specifications within the allotted time. The schedule shall include the proposed order of construction from each pipeline corridor, taking into account the provisions of Items 10.3 and 37.2 in the Technical Specifications.

The plan should include a brief description of the proposed methods of mobilization / demobilization, the use, protection, and safety of the Mickler's Landing access area; the proposed placement of pipelines; and the transport and delivery of construction materials to the site.



Work Plan Narrative

Introduction



Weeks Marine, Inc. (Weeks) is a proven leader in maritime construction and has successfully completed similar beach nourishment dredging projects in and around Ponte Vedra, including the 2022 South Ponte Vedra Project. Our vast reach and deep expertise combined with our equipment fleet, enables us to serve as a one-stop shop for clients in both the public and private sectors. We pride ourselves on exceptional customer service, environmental sensibility, operational efficiency, and a long-standing commitment to safety.

Weeks' dredging division operates across three office locations, four equipment yards and several project locations throughout the gulf and east coast. Our Covington, Louisiana office will manage all aspects of this project. Weeks provides a comprehensive lifecycle of services, specializing in both capital and maintenance dredging for deep and shallow draft navigation, as well as coastal restoration and protection.

Our clients can attest to our quality of customer service and successful delivery of our projects within the confirmed schedule and budget. We work one-on-one with our clients to ensure a clear understanding of project goals, scope of work and deadlines to achieve the best possible and realistic schedule and budget for each project.

Our project representatives will work with St. Johns County and Olsen Associates on the successful completion of this project. Our crews will be onsite working 24 hours a day, seven days a week and our supervisors will be available to St. Johns County representatives to address any questions or concerns. The St. Johns County representatives will be given our key personnel's contact information upon the start of the project.

For all contract related questions, Mr. Charles "Chuck" Broussard, Jr. will be the main point of contact and is available by phone or email at any time. Key personnel will be available to attend any scheduled meetings and site visits as needed.

Charles "Chuck" Broussard, Jr.
Senior Vice President
Office: (985) 875.2500 ext 2514
Mobile: (985) 237.5016
Email: crbroussard@weeksmarine.com





Quality of Service

The dredging industry is a small tight-knit sector, and we consider all our clients, both new and old like family. Our project team will work with St. Johns County and Olsen Associates, Inc. to exceed project expectations and navigate through all the industry standards and regulations. Our reputation has been built on over 100 years in the maritime construction industry and built upon a shared vision of achieving excellence. Weeks is consistently recognized as a leader in the dredging/construction industry.

Health, Safety, and Environmental Records

Weeks is committed to creating a workplace that is Incident and Injury Free (IIF). Our employees are our most respected resource, and we value their safety and health. Safety is essential to all business functions and shall not be compromised under any circumstance. Both Weeks, as an employer and each employee has a shared responsibility to maintain a safe work environment. Each employee is empowered with the authority to "Stop Work" when a safety hazard is present, or colleague is at-risk. Our supervisory team will listen and take the appropriate action to ensure all safety issues are addressed, timely answers to questions are provided and each employee is provided a safe, Incident and Injury Free workplace.

Project Scope and Complexity

Base Work

- Mobilization Demobilization
- Dredging/Beach Fill
- Mechanical Screening
- Disposal of Oversized Material
- MEC Support
- Structure Insp. & Vibration Monitoring
- Beach Tilling / Decompaction
- Turbidity Monitoring
- Sea Turtle Trawling
- Environmental Monitoring
- Sea Turtle Nest Relocation
- Dune Planting
- Post & Rope Installation





Environmental Protection

It is the policy of Weeks Marine, Inc. to fully comply with the requirements of the Contract Plans and Specifications regarding Environmental Protection. Weeks Marine, Inc. will comply with all requirements under the terms and conditions set forth in the permits and authorizations obtained by the U.S. Army Corps of Engineers. Weeks Marine ensures that immediate corrective action will be taken to correct pollution of the environment due to accidents or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

The Quality Control Staff will report to management daily to ensure the procedures are implemented and any deficiencies are corrected immediately. Management will monitor Environmental Protection procedures and inspections seven days per week. Weeks Marine, Inc. will maintain complete inspection records included in the Quality Control Report and will be furnished daily to the owner's representative.

Plan Purpose

Quality control of Environmental Protection will be established to assure compliance with contract specifications as well as maintain records of this plan for all construction operations. The staff assigned to the Quality Control Plan will also be responsible for carrying out the provisions of the Environmental Protection Plan.

Operations on this project will be performed in compliance with the applicable Federal, State, and Local laws and regulations concerning environmental pollution control and abatement listed at the end of this plan.

Copies of the Environmental Protection Plan will be kept on file in the project field office and on the dredge plant. These copies will be made readily available to all Weeks Marine and Subcontractor personnel.

Project Management Plan

The Beach Nourishment Project be completed by a trailing suction hopper dredge. Material will be transported and placed within the designated beach fill template as indicated. This project will renourish $\approx 17,100$ feet of coastline.

The estimated quantity to be placed is 2,000,000 cubic yards. Most of the material is identified as sands with an estimated 3,000 cubic yards of oversized material that will be removed from the beach fill.





Upon receipt of award for this contract, Weeks will assign a project manager and engineering team dedicated to this beach nourishment project. Our field team will establish the onsite field office and begin coordinating our safety plan and procedures, survey requirements and project submittals. Our pre-construction meetings will also be scheduled at this time. Weeks' engineering team will commence pre-construction surveys and construction layout drawings to be submitted for approval prior to the arrival of dredge equipment. The pre-construction surveys consist of the Pre-Construction R-Monument surveys, the Borrow Area Before-Dredge Survey, and the Beach Before-Dredge (BD) Surveys.

Construction access corridors and equipment staging areas shall be identified and marked on the project drawings to indicate construction activities and Weeks personnel access points. Subline routes and equipment staging areas will also be marked to notify the appropriate entities of equipment location during construction activities and will be updated as equipment is moved throughout the project.

Key Personnel

Our team of engineers, operators, and technicians operate and maintain our vessels 24 hours a day, 7 days a week. As the largest marine contractor in the US, Weeks offers extensive experience in scopes of work like this project. Weeks' pool of experienced personnel and equipment resources will promote project completion with the highest quality of execution, best safety practices, and schedule adherence.

The individuals who comprise this team will be selected based upon their experience, expertise, and capacity for the proposed work. The combined experience of these individuals will create a project team with redundancy in all areas, to address the operational, technical, and commercial requirements of this project. The on-site project team will work within a framework of support services provided by Weeks' Covington, Louisiana, office.





Sub-Contractors

Weeks has teamed with TI Coastal to perform the required hydrographic and topographic surveys, Eastman Aggregate Enterprises for beach tilling, Fluidized Rock Systems for mechanical screening of the beach material, Tide Environmental for Endangered Species Observers onboard the dredge, Oneida-LG2 Environmental Solutions for Gopher Tortoise Monitoring, Coastal Conservation Group for sea turtle monitoring and relocation as well as bird monitoring, Ordnance Holdings, Inc. for MEC support, Gray Seismic for Vibration and Structure Monitoring, Earth Balance for Vegetation Planting and Post and Rope Fence, East Coast Observers, Inc. for sea turtle trawling, and Vantage Observing for turbidity monitoring. Weeks will work with each contractor's designated project manager and supervisors. More detailed information is provided within the subcontractor sections.

Preliminary Quality Plan

It is the policy of Weeks to fully comply with the requirements of the contract plans and specifications regarding quality control. Weeks will maintain an adequate inspection system and perform such inspections as will ensure that the work called for by this contract will conform to the contract requirements. Weeks will correct all work not conforming to the contract requirements. Weeks will promptly furnish, without discharge, all facilities, labor, and material needed for performing such safe and convenient inspections and tests as may be required by St. Johns County and the U.S. Coast Guard.

The quality control staff will report to management daily to ensure the procedures are implemented and any deficiencies are corrected immediately. Management will monitor quality control procedures and inspections seven days a week and will coordinate with the engineer and/or owner representative frequently on the status of quality control activities. Weeks will maintain complete inspection records and make them available to US Army Corps of Engineers. Our quality control plan and forms are included at the end of this proposal. This plan outlines the chain of command, and methods of quality control including scheduling, testing, inspection, reporting, and documentation.

HSSE Plan

Weeks is committed to an Incident and Injury-Free (IIF) workplace in the office and at all worksites. The IIF mindset and value is instilled in all our employees. Our goal is to provide project support that encourages an environment free of hazards for all individuals within the project scope, both contractors, and public alike. All our employees receive





rigorous safety training upon being hired. We have also implemented additional safety measures to ensure all our employees go home to their families at the end of each day.

Weeks has created and implemented Health, Safety and Environmental (HS&E) Manuals, which follow the Voluntary Protection Program (VPP) Safety Management System, OHSAS 18000/ISO 14001, and the AWO Responsible Carrier Program. The HS&E Management Systems are an extension of IIF and fills an important part of the overall IIF Integral Model: policies, procedures, work processes, and training.

Weeks has implemented a Safety and Health Management Center, Safety Reports, which is a web-based software solution used to improve safety-audit and observation reports, as well as corrective action closeout. This solution has improved the accuracy of tracking and provides real-time leading indicator data in the field. This system has helped us to analyze trends using graphical data and helps develop timely intervention and targeted special emphasis programs in our journey to provide an Incident and Injury Free work environment.

Survey Plan - Dredging

Once the survey equipment arrives on site, equipment calibrations and checks will be performed to ensure equipment is in proper working condition. All construction surveys performed for dredge quantity and borrow area surveys will be verified by a third-party survey company.

Throughout the duration of this project, Weeks will provide a sufficient work force to complete the survey requirements to monitor and track the progress during dredging operations. The survey labor force will be composed of project engineers, field engineers, instrument men, and rodmen.

The field survey crew will work under the project management team and engineers. A Fathometer/echo sounder installed on Weeks' survey vessel will be utilized to survey dredge templates to monitor dredge elevations.

The survey team will conduct hydrographic surveys to ensure target depths is met. This survey will enable the team to monitor and track the dredge process as stations are completed. The survey team will work closely with the dredge captain and operator to monitor this progress.





Turbidity Monitoring

Turbidity monitoring services will be performed as defined in the USACE Department of the Army Permit #SAJ-2001-03870 (SP-PRJ) and as described in the "ENVIRONMENTAL PROTECTION" Section 3400 of the Specifications.

The Contractor shall use best management practices to minimize the return of turbid water to the waters of the Atlantic Ocean.

If excessive turbidity occurs, as determined by the State or the Engineer, the Contractor shall change his operating procedure to reduce the degree of turbidity. **The Contractor shall abide by any turbidity requirements addressed by the Permits.** The Project is located adjacent to a designated Outstanding Florida Water (OFW).

- A. The Contractor shall employ an independent, qualified third party to perform all required physical measurements of turbidity and reporting. Where visual observations of turbidity are required, the Contractor is responsible for making diligent observations of turbidity and reporting the same on daily quality control reports.

Procurement Plan

Weeks will be self-supplying all equipment, materials and fuel required for the successful completion of this project. Weeks will select a fuel vendor after project award and a Notice to Proceed (NTP) date has been determined. Should a procurement plan be required, we will work with St. Johns County to provide this plan.

Project Controls / Reporting Plan

A three-phase quality control system shall be implemented by Weeks' Contractor Quality Control Staff to ensure that construction, including sub-contractors and suppliers, complies with the requirements of the contracted documents. This system of management will address each definable feature of work beginning with early planning stage requirements and ending with the finished work. Each phase will allow the opportunity to prevent problems and deficiencies and ensure that the accident prevention plan is implemented. The three phases of the quality control system are listed below.

Preparatory Phase: Before beginning any definable feature of work, a preparatory inspection will be completed. This phase will be conducted at a meeting involving the Contractor, Quality Control Manager and staff, Project Superintendent or Project





Manager, and the foreman involved. The Quality Control Manager will notify St. Johns County at least twenty-four (24) hours in advance of the preparatory phase inspection.

This phase will include the following:

- A. Review the applicable sections of the contract specifications and plans.
- B. Review the Submittal Records to ensure that all required submittals are approved and take corrective action when necessary. Submittal Data will be discussed with all team members to acquaint them with the technical aspects and points particular to the definable feature of work.
- C. A physical examination of materials and equipment to assure that they conform to approved shop drawings or submitted data, and that all materials and/or equipment are on hand.
- D. Examination of the work area to ascertain that all preliminary work has been completed.
- E. Check to ensure that all materials and/or equipment have been tested, submitted, and approved. Verify that provisions have been made to provide required control testing.
- F. A consensus will be reached on planned construction procedures and the required level of quality expected from the Contractor Quality Control Manager in order to meet contract specifications.
- G. Review appropriate Activity Hazard Analysis (AHA) to ensure safety requirements are met. The contractor Quality Control Manager will inspect all equipment to ensure that the minimum requirements for safety provisions in accordance with specifications and applicable regulations are met.
- H. All preparatory phase activities will be documented on the "Preparatory Phase Checklist" form found in Appendix A of the Project Controls packet found in Attachment A. The form will be attached to the Daily Contractor Quality Control Report. Problems and deficiencies apparent during the preparatory phase and corrective action initiated will be noted in this report.

Initial Phase: This phase will be performed once a representative portion of the particular definable feature of work has been completed. This phase will be conducted at a meeting involving the Contractor Quality Control Manager and staff, Project Superintendent or Project Manager, and the foreman involved in the particular feature of work. The Quality Control Manager will notify St. Johns County at least twenty-four (24) hours in advance of the Preparatory Phase Inspection. This phase will include the following:

- A. Check to ensure that the preliminary work is completed.





- B. Verify that materials/equipment and construction procedures are in compliance with the contract documents.
- C. Review control testing requirements.
- D. Set standards of quality required to meet contract specifications.
- E. Review appropriate Activity Hazard Analysis to ensure safety requirements are met. The Contractor Quality Control Manager will inspect all equipment to ensure that the minimum requirements for safety provisions in accordance with specifications and applicable regulations are met.
- F. All initial phase activities will be documented on the "Initial Phase Checklist" form found in Appendix A. The form will be attached to the Daily Contractor Quality Control Report. Problems and deficiencies apparent during the preparatory phase and corrective action initiated will be noted on this report. The initial phase inspection will be repeated any time the Contractor Quality Control Manager feels that quality control and safety requirements must be reinforced.

Follow-Up Phase: The Contractor Quality Control Manager will do a daily follow-up inspection until completion of the definable feature of work. The inspection will include control testing to ensure continuing compliance of quality and safety standards established during the preparatory and initial phases. Such Inspections will be documented on the Daily Contractor Quality Control Report.

Reporting and Documentation

The Contractor Quality Control Manager will maintain records of all quality control activities including documentation of control testing and inspection and maintain integrity of the contract documents through use of the following forms and procedures. Additional reports will be formulated or added as needed.

- A. Daily Report. The Quality Control Organization will complete an approved Contractor Quality Control Report daily. The report will record daily control activities and resources used, work performed, and other data indicated on the form. The original and two (2) copies of these reports, including test reports and any corrective actions taken, will be submitted to St. Johns County.
- B. Tracking Deficiencies. The form for tracking construction deficiencies is the Deficiency Report which is used by the Contractor Quality Control Manager, Project Superintendent, or Project Manager. All deficiencies will be tracked using the Deficiency Report Tracking Log. All Deficiency Reports and the Deficiency Report Tracking Log will be kept at the construction site and will be available for inspection by St. Johns County representatives.





- C. Contract Document Control. The Contractor Quality Control Manager will maintain all reports, logs, contract specifications, contract plans and as-built drawings to ensure everything has been kept up to date. No contract document will be replaced or revised without written receipt of a modification or direction from the St. Johns County.

Communications Plan

Our key personnel identified in the organization chart will engage in thorough and accurate communication with St. Johns County and any other key agencies. The key contacts' information will be shared with all key project personnel related to the successful completion of this project.

Construction Management Plan

- Main Activity List
- Mobilization – “Trailing Suction Hopper Dredge”
- Mobilization – Beach equipment and pipelines
- Pre-Dredge Survey
- Dredging and Beach Fill
- Turbidity Monitoring – Borrow Area
- Turbidity Monitoring – Beach Fill/Pumpout Location
- Beach Tilling
- Post-Dredge Survey
- Demobilization

Mobilization

Upon receipt of the NTP, Weeks will begin preparing equipment for mobilization to nearby staging areas within the vicinity of the project site.

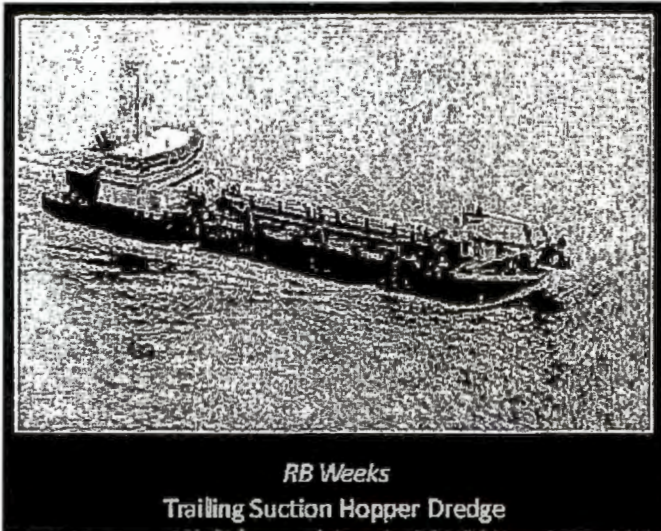
All shoreside equipment will be trucked to the staging area in preparation for beach fill and landing operations. Shoreside equipment includes dozers, front end loaders, shorepipe, small office trailers, fuel tanks, and personnel transport equipment, welding equipment, and other auxiliary equipment. A fill foreman and at least one equipment operator will be onsite to accept shoreside deliveries and organize the incoming equipment. A St. John's County Deputy will be onsite for security at Mickler's Landing throughout the project's duration and two deputies will be onsite for all deliveries.





All marine equipment will be mobilized to a marine staging area to prepare for the landing and construction of the dredge pipeline to the beach.

Three subline landings will be constructed during mobilization efforts. This will ensure minimal delays when transitioning from one subline to another. To place these sublines, the prepped lines will be brought from the marine staging area and pushed onto the beach at the relevant station using tugs and anchor barges, with shoreside support as needed. Once the pipe is landed on the beach, the tugs and anchor barges will maintain the horizontal position of the subline within the corridor while using an air compressor and removal of pontoons to sink the line to the seafloor. Buoys will be attached to the subline to indicate pipe position to all parties. The onshore and offshore location of the subline will be documented once the pipe is in location to ensure it falls within the designated corridor.



RB Weeks
Trailing Suction Hopper Dredge

Dredging Equipment

The selection of the right dredge equipment is critical to the success of this project. The *RB Weeks* is a single arm trailing suction hopper dredge with a hopper capacity of 8,550 cubic yards. The *RB Weeks* will be supported on the waterside by a Bullgang which consists of several tug vessels, crane barges, auxiliary equipment barges, and anchor barges.

Weeks Marine anticipates that the *RB Weeks* will place approximately 20,000 cubic yards per day on the beach, due to sail and pump distance, available face within the borrow area, and delays including mechanical, operational, and weather.

Pipeline

Once the necessary equipment arrives on site and the pipeline corridors and construction plans are approved, the Dredge Crew will begin to offload and assemble the necessary pipeline to reach the beach template. Various lengths of sub-line will be assembled and placed along the pipeline corridor. At least two sublines will be placed before beginning dredging to ensure minimal delays when transitioning from one subline to another. Proper





lighting will be placed at specific lengths to ensure visibility. Signs will also be installed to inform the public of dredging and beach fill operations.

The first pipeline will come ashore around Station 2172+00. The other seven pipelines will come ashore at the following stations, from North to South: Station 2116+00, Station 2052+00, Station 1993+00, Station 1935+00, Station 1873+00, Station 1818+00, Station 1759+00. Pipeline placed on the beach with public access will be marked on the landward and seaward sides of the pipe in visible 6-inch lettering at public access locations. Barricades, warning signals, and flagmen will be used to ensure public safety in the vicinity of the pipeline discharge.

Dredging

It is anticipated that this project will be comprised of mostly sandy material with minimal oversized material from the Borrow Area. This material has been approved by the owner and engineer to be placed along the beach fill templates prior to Weeks mobilization or dredging operations. All material will be pumped through mechanical screening to prevent the beach placement of material that does not comply with the project specifications. All material that passes the screens will be placed along the beach fill template as indicated on the construction plans.

The *RB Weeks* will commence dredging operations within the permitted Borrow Area. The *RB Weeks* adjust the dig location and cut paths based on available face and sea conditions.

While digging, the operators will fill the hopper with dredge slurry allowing any excess water to escape through overflows. Once the hopper is filled to a target load limit, the dredge will sail to the active pump out location and begin pumping the dredge slurry to the beach. Material will be delivered through various lengths of pipeline to the designated beach template location. Once the pump out operation is completed, the dredge will unhook from the pipeline and head back to the borrow area, continuing the cycle.

All pipeline, floating equipment and buoys will have the proper lighting required for navigation. All pipeline and anchor buoys will be kept within the immediate vicinity of the designated construction area.

Beach Fill Operations

During dredging operations, roughly 20,000 pay cubic yards of material will be pumped to the beach per day. Multiple pieces of yellow equipment including Cat D6 and/or Cat D8 tracked dozers and front-end loaders will be utilized along the discharge corridor to control





and spread the beach fill material evenly across the beach fill as it's being delivered to the beach. 40-foot segments of 30-inch steel pipe will be stacked at the staging areas and installed as necessary. This process will repeat until the beach template has been filled with dredge material.

Longitudinal dikes will be used as necessary to control and capture the sand within the beach fill templates. These temporary dikes will be created to capture as much of the beach fill material as well as reduce turbidity as best as practicable using industry standard methods to create the final beach fill grade.

Schedule

Subline #1 Station 2172+00

- pump north for 5 days (04/01/24-04/06/24) sta. 2172+00-2198+64
- flip & pump south for 6 days (04/06/24-04/12/24) sta. 2172+00-2144+00

Subline # 2 Station 2116+00

- pump north for 5 days (04/12/24-04/17/24) sta. 2116+00-2144+00
- flip & pump south for 6 days (4/17/24-04/23/24) sta. 2116+00-2085+00

Subline #3 Station 2052+00

- pump north for 6 days (04/23/24-04/29/24) sta. 2052+00-2085+00
- flip & pump south for 7 days (04/29/24-05/06/24) sta. 2052+00-2023+00

Subline #4 Station 1993+00

- pump north for 8 days (05/06/24-05/14/24) sta. 1993+00-2023+00
- flip & pump south for 8 days (05/14/24-05/22/24) sta. 1993+00-1965+00

Subline #5 Station 1935+00

- pump north for 8 days (05/22/24-05/30/24) sta. 1935+00-1965+00
- flip & pump south for 14 days (05/30/24-06/13/24) sta. 1935+00-1904+00

Subline #6 Station 1873+00

- pump north for 12 days (06/13/24-06/25/24) sta. 1873+00-1904+00
- flip & pump south for 8 days (06/25/24-07/03/24) sta. 1873+00-1845+00

Subline #7 Station 1818+00

- pump north for 7 days (07/03/24-07/10/24) sta. 1818+00-1845+00
- flip & pump south for 7 days (07/10/24-07/17/24) sta. 1818+00-1788+00

Subline #8 Station 1759+00

- pump north for 7 days (07/17/24-07/24/24) sta. 1759+00-1788+00
- flip & pump south for 6 days (07/24/24-07/30/24) sta. 1759+00-1732+00





Demobilization

Upon final acceptance, when dredging surveys confirm material has been placed along the fill sections, dredge crews will begin to breakdown pipeline and equipment in preparation for transit off site.

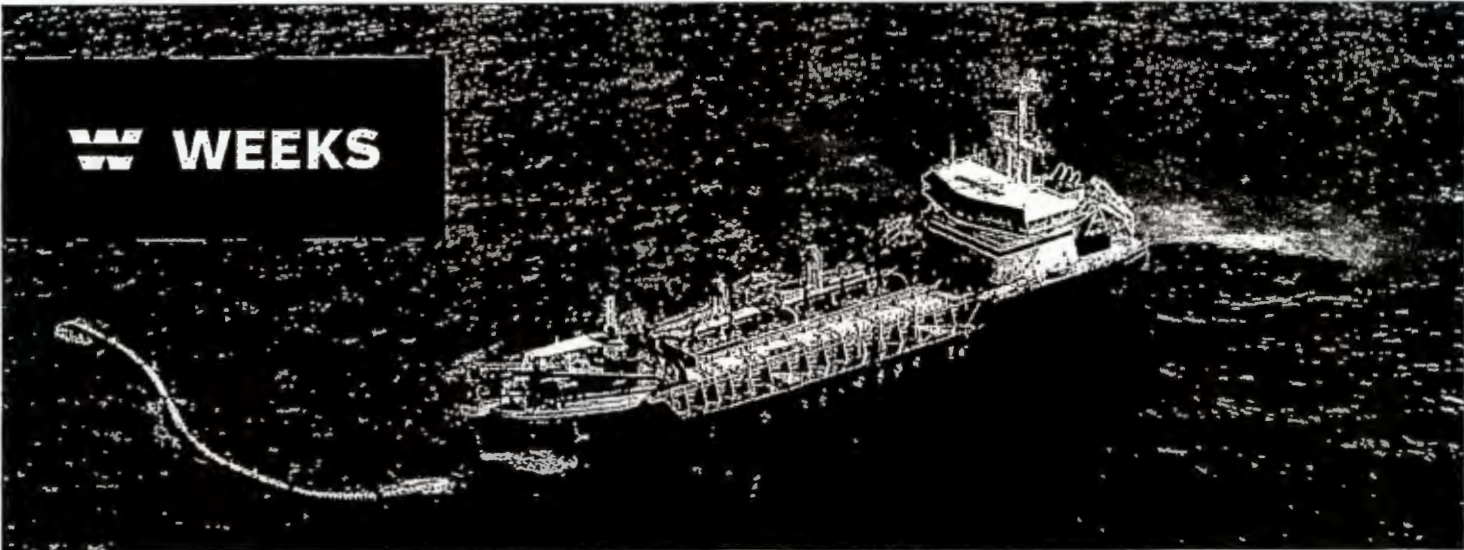
Shoreside pipeline will be broken down and temporarily stacked and inspected within the staging areas. Once the pipeline is collected, Weeks will begin loading shore pipe onto transport barges and/or trucks. Equipment will be towed when the necessary number of equipment pieces or plants to compose a significant tow/load have been assembled.

All floating equipment will be collected and brought to the waterside staging area. Once secure in this area, all equipment will undergo towing preparations.

Final Acceptance

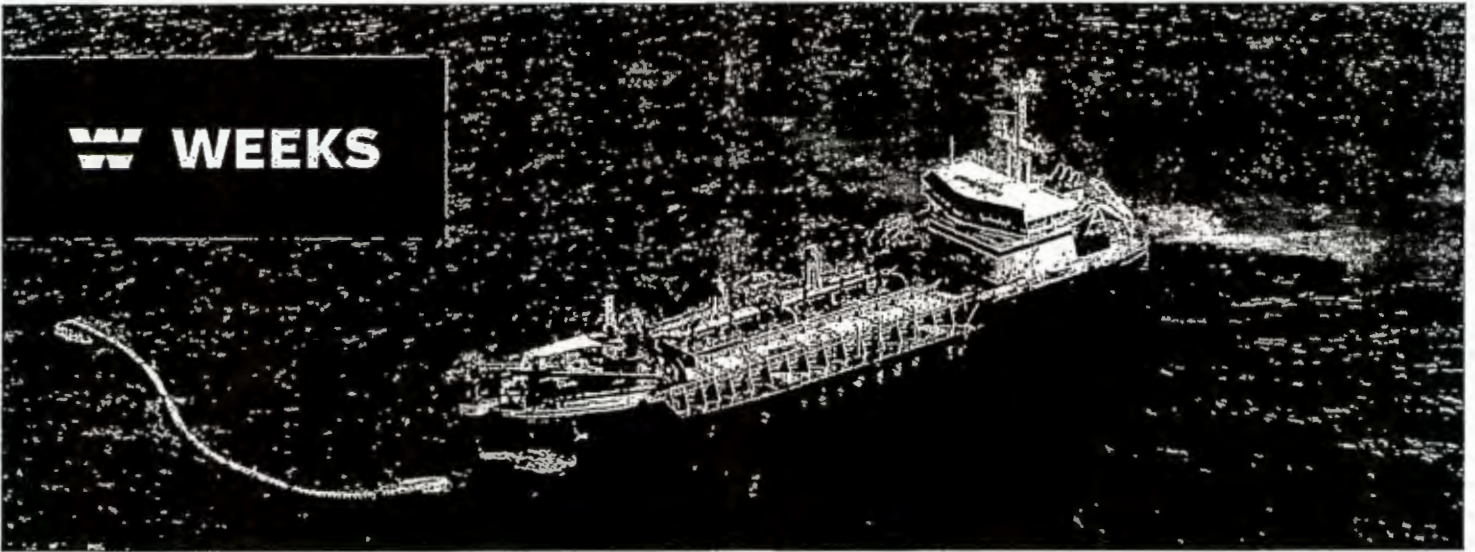
The management/engineering team will remain on location for a short duration of time following the demobilization process to finalize any remaining reports and checklists required for final project acceptance. During this time, Weeks' management team will begin to breakdown the field office and survey base points. The management team will be the last of Weeks' personnel to leave the area in anticipation of turning over the completed project.





Relevant Project Experience

Project	Description	Client	Total Contract Value	Completion Timeframe
South Ponte Vedra Beach Dune Restoration Project <i>St. Johns County, FL</i>	This project consisted of nourishing 5 miles of beach and dune in South Ponte Vedra Beach. 775,602 CY of material was dredged from an off-shore borrow area. This project was performed by Hopper Dredges <i>R.N. Weeks and B.E. Lindholm</i> .	St. Johns County 500 San Sebastian View St. Augustine, FL 32084 Contact: Leigh Daniels TEL: (904) 209-0154	\$12,856,640	Start: 4/11/22 End: 6/9/22
South Ponte Vedra & Vilano Beaches <i>St. Johns County, FL</i>	This project renourished approximately 3 miles of shoreline along portions of south Ponte Vedra and Vilano Beaches. The project included construction of both dune and beach berm. 1,200,000 CY of material was dredged from a borrow site 7.3 nautical miles offshore performed by Hopper Dredge <i>Magdalen</i> .	USACE Jacksonville 701 San Marco Blvd Jacksonville, FL 32207 Contact: Tedra Thompson TEL: (904) 232-1051	\$20,262,250	Start: 8/1/2023 End: 3/23/2024
Shore Protection Project Mid-Town Segment and Phipps Ocean Park (Reach 7) Beach Renourishment <i>Palm Beach County, FL</i>	Three trailing suction hopper dredges, <i>Magdalen, R.N. Weeks and B.E. Lindholm</i> , were used to dredge 650,000 CY of beach compatible material. The primary sand source was located one mile offshore of Singer Island which was 5.8	USACE Jacksonville 701 San Marco Blvd Jacksonville, FL 32207 Contact: Joseph Sherwood TEL: (904) 232-2158	\$32,090,800	Start: 1/27/2020 End: 4/30/2020

	miles north of Mid-Town segment and 11.6 miles north of Phipps Ocean Park. The Mid-Town Segment contained a variety of existing structures that needed to be protected.			
Seabright Section II to Manasquan Beach Fill <i>Monmouth County, NJ</i>	This project included dredging of 1,921,800 CY of Beach Fill material performed by Hopper Dredges <i>R.N. Weeks, B.E. Lindholm, Magdalen and R.B. Weeks.</i>	USACE New York 26 Federal Plaza New York, NY 10278 Contact: Nicholas Emanuel TEL: (917) 790-8069	\$66,749,200	Start: 11/30/2022 End: 3/1/2024
Union Beach, Raritan Bay & Sandy Hook Bay, New Jersey Coastal Storm Risk Management Project, Phase 1 Contract <i>Monmouth County, NJ</i>	This project consisted of dredging 620,515 CY of Beach Nourishment performed by Hopper Dredge <i>Magdalen.</i> Also included two terminal groins, crossovers, outfall extension, splash pad, drainage modifications, dune planting, sand fence, demolition, and excavation.	USACE New York 26 Federal Plaza New York, NY 10278 Contact: Nicholas Emanuel TEL: (917) 790-8069	\$50,035,435	Start: 8/2/2022 End: 12/20/2023
Periodic Renourishment, Rehoboth/Dewey, Bethany/South Bethany and Fenwick Island Beaches, DE <i>Rehoboth, Dewey, Bethany & Fenwick Island, DE</i>	This project consisted of dredging 1,129,000 CY of beach fill using Hopper Dredges <i>R.N. Weeks, B.E. Lindholm, Magdalen, and R.B Weeks.</i>	USACE Philadelphia 100 South Independence Mall West Philadelphia, PA 19106 Contact: Cheley Auguste TEL: (215) 656-6771	\$24,335,075	Start: 12/15/2023 End: 9/14/2023




Brownsville Entrance Channel <i>Cameron County, TX</i>	866,000 CY of Maintenance Dredging utilizing Hopper Dredge <i>B.E. Lindholm</i> .	USACE Galveston 2000 Fort Point Road Galveston, TX 77553 Contact: Curtis Cole TEL: (409) 766-3185	\$10,330,500	Start: 6/13/2023 End: 8/9/2023
Beach Restoration at Duck, Southern Shores, Kitty Hawk and Kill Devil Hills (4 Towns) <i>Dare County, NC</i>	This project consisted of the placement of 2,467,500 CY of beach quality sand along 12.1 miles of shoreline across four towns using Hopper Dredge <i>B.E. Lindholm</i> .	Dare County, NC P.O. Box 1000 Manteo, NC Contact: Dustin Peele TEL: (252) 475-5891	\$29,247,000	Start: 3/29/2022 End: 5/11/2023
Holden Beach Nourishment <i>Holden Beach, SC</i>	This project consisted of dredging and delivering and grading 1,510,000 CY of beach compatible material along 24,000 ft of shoreline using Hopper Dredges <i>R.N. Weeks and B.E. Lindholm</i> . The sand source was an offshore borrow area 2-3 miles offshore.	Town of Holden Beach 110 Rothschild Street Holden Beach, NC 28462 Contact: Francis Way TEL: (843) 414-1040	\$21,105,500	Start: 11/23/2021 End: 4/12/2022
Jupiter Island Beach Restoration <i>Jupiter Island, FL</i>	This project consisted of the excavation and placement of 663,000 CY of beach fill material at Jupiter Island using Hopper Dredge <i>B.E. Lindholm</i> . The available borrow area was located approximately 10,000 ft offshore in the Atlantic Ocean.	Town of Jupiter Island 2 Bridge Road Hobe Sound, FL 33455 Contact: John Duchock TEL: (772) 545-0187	\$13,117,000	Start: 12/13/2020 End: 2/21/2021
North Boca Raton <i>Boca Raton, FL</i>	This project consisted of dredging 550,000 CY of	USACE Jacksonville 701 San Marco Blvd	\$12,838,750	Start: 1/16/2020 End: 4/30/2020




	beach quality material using Hopper Dredge <i>Magdalen</i> .	Jacksonville, FL 32207 Contact: Joseph Sherwood TEL: (904) 232-2158		
Fire Island Contract 3B2 <i>Fire Island, NY</i>	This project included dredging, and placement of 2,300,000 CY of sand using Hopper Dredges <i>B.E. Lindholm, Magdalen, and R.N. Weeks</i> . Construction of dune crossover and dune vegetation planting was also included.	USACE New York 26 Federal Plaza New York, NY 10278 Contact: Nicholas Emanuel TEL: (917) 790-8069	\$37,044,250	Start: 5/16/2019 End: 12/15/2019
Sea Bright to Manasquan <i>Sea Bright to Long Beach, NJ</i>	This beach restoration project consisted of dredging 1,330,500 CY of material utilizing Hopper Dredge <i>Magdalen</i> .	USACE New York 26 Federal Plaza New York, NY 10278 Contact: Nicholas Emanuel TEL: (917) 790-8069	\$26,307,500	Start: 10/22/2019 End: 3/5/2021

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Weeks Marine, Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Bid--- Dollars (\$ 5% of Bid---) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated 13th February, 2024.

For
NORTH PONTE VEDRA BEACH RESTORATION - FDEP #20SJL, #22SJL, AND #23SJL
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of January 29 A.D., 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IFB NO: 1677; NORTH PONTE VEDRA BEACH RESTORATION - FDEP #20SJL, #22SJL, AND #23SJL

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

Michael F. Norton

Michael F. Norton

Secretary

Weeks Marine, Inc.

PRINCIPAL:

NAME OF FIRM:

Timothy J. Weckwerth

SIGNATURE OF AUTHORIZED Timothy J. Weckwerth
OFFICER (AFFIX SEAL)

Vice President

TITLE

304 Gaille Drive

BUSINESS ADDRESS

Covington, LA 70433

CITY STATE

SURETY:

Travelers Casualty and Surety Company of America
CORPORATE SURETY

Tammy Pike

ATTORNEY-IN-FACT (AFFIX SEAL)
Tammy Pike, Non-Resident Agent & Attorney-in-Fact

1550 Mike Fahey Street

BUSINESS ADDRESS

Omaha, NE 68102

CITY STATE

Midwest Agencies, Inc.

NAME OF LOCAL INSURANCE AGENCY

WITNESS:

Waco Sutton





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Philip G. Dehn, Tammy Pike, Paul A. Foss, Marle Huggins, Traci Sutton, and Deanne Jones of Omaha, Nebraska**, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the, r business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By:
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **29th** day of **January**, 2024



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2023

CAPITAL STOCK \$ 6,480,000

ASSETS	LIABILITIES & SURPLUS
BONDS STOCKS CASH AND INVESTED CASH OTHER INVESTED ASSETS SECURITIES LENDING REINVESTED COLLATERAL ASSETS INVESTMENT INCOME DUE AND ACCRUED PREMIUM BALANCES REINSURANCE RECOVERABLE NET DEFERRED TAX ASSET CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE, GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES OTHER ASSETS	LOSSES LOSS ADJUSTMENT EXPENSES COMMISSIONS OTHER EXPENSES TAXES, LICENSES AND FEES UNEARNED PREMIUMS ADVANCE PREMIUM POLICYHOLDER DIVIDENDS CEDED REINSURANCE NET PREMIUMS PAYABLE AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS REMITTANCES AND ITEMS NOT ALLOCATED PROVISION FOR REINSURANCE PAYABLE FOR SECURITIES LENDING OTHER ACCRUED EXPENSES AND LIABILITIES TOTAL LIABILITIES CAPITAL STOCK PAID IN SURPLUS OTHER SURPLUS TOTAL SURPLUS TO POLICYHOLDERS
TOTAL ASSETS	TOTAL LIABILITIES & SURPLUS

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2023.

Michael J. Doody
 VICE PRESIDENT - FINANCE

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 16TH DAY OF AUGUST, 2023

SUSAN M. WEISSELEDER
 Notary Public
 My Commission Expires November 30, 2027



**CERTIFIED COPY OF RESOLUTION
OF
WEEKS MARINE, INC. (the "Corporation")**

“WHEREAS, the Corporation intends to submit a bid proposal (the “Proposal”) to the St. Johns County Purchasing Department, with regard to the North Ponte Vedra Beach Restoration Project, FDEP #20SJL, #22SJL and #23SJL located in St. Johns County, Florida (the “Project”).

NOW, THEREFORE, BE IT RESOLVED, that the following officers, and each of them acting alone, hereby are authorized to execute and deliver the Proposal, bonds, and any and all related Proposal documents, including any addendums, on behalf of the Corporation, and upon award of the Project, to execute and deliver the Project Contract and all related Project documents:

Charles Broussard Jr., Senior Vice President
Brett Dupuis, Senior Vice President
Guy Guidry, Vice President
Timothy J. Weckwerth, Vice President
Charles R. McCaskill, Vice President”

* * * * *

I, Michael F. Norton, certify that I am the Secretary of Weeks Marine, Inc., a New Jersey corporation (“Corporation”).

I certify that: (1) The resolution quoted above was adopted by the Consent Action of the Board of Directors, signed on January 11, 2024; (2) Any action of the directors of the Corporation may be taken without a formal meeting if the directors consent in writing; (3) The signed Consent Action has been filed in the minute book of the Corporation; and (4) The resolution has not been revoked or amended and is now in full force and effect.

SIGNED on January 11, 2024.



Michael F. Norton, Secretary