

RESOLUTION NO. 2025 - 20

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 2254; COUNTYWIDE DREDGING SERVICES TO C&M DREDGING, INC.; WATERFRONT PROPERTY SERVICES, LLC DBA GATOR DREDGING; AND IN DEPTH, INC. AND EXECUTE AN AGREEMENT WITH EACH OF THE THREE (3) TOP RANKED PROPOSERS FOR PEROTMANCE OF SERVICES.

RECITALS

WHEREAS, the County's project is to provide any and all labor, materials, equipment, supervision, temporary utilities, permitting, mobilization, site preparation, transportation to the disposal site, project site restoration, demobilization, and any other items necessary to provide as-needed maintenance dredging of the following boat ramps in St. Johns County, Florida: (1) Doug Crane Boat Ramp and Channel, located at 1039 Shore Drive, St. Augustine, Florida 32086; (2) Vilano Beach Boat Ramp and Channel, located at 101 Vilano Causeway, St. Augustine, Florida 32084; (3) Frank Butler West Boat Ramp and Channel, located at 400 Riverside Boulevard, St. Augustine, Florida 32080; and (4) Riverdale Park Boat Ramp and Channel, located at 981 CR-13, Fruit Cove, Florida 32095, as determined by the County; and

WHEREAS, through the County's formal Request for Proposal process, C&M Dredging, Inc.; Waterfront Property Services, LLC dba Gator Dredging; and In Depth, Inc. were determined to be the three (3) highest ranked Proposers, based upon the review of the Evaluation Committee, in accordance with the evaluation criteria provided in the RFP Documents under RFP No: 2254; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contracts (attached hereto, and incorporated herein) and finds that entering into these contracts serves a public purpose; and

WHEREAS, the project will be funded by the Parks and Recreation Department.

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 execute agreements with C&M Dredging, Inc.; Waterfront Property Services, LLC dba Gator Dredging; and In Depth, Inc., in substantially the same form and format as attached, for performance of the services as specifically provided in RFP 2254.

Section 3. 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 January, 2025.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: _____

Clay Murphy, Chair

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

By: Crystal Smith
Deputy Clerk

Rendition Date JAN 22 2026





MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: _____

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This Master Construction Agreement (“Contract”) is made this _____ day of _____, 2026 (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 **C & M DREDGING, INC.** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 31653 Executive Boulevard, Leesburg, FL 34748, Phone: 352-314-8900, and E-mail: christian@cmdredging.com, for **RFP NO. 2254 COUNTYWIDE DREDGING SERVICES** 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) Fully Executed Task Orders;
 - a. Notice to Proceed;
 - b. Public Construction Bond, as applicable;
 - c. Field Orders signed by County’s Project Manager;
- c) This Master Construction Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Pricing
- d) Bonds and Insurance furnished by the Contractor in accordance with Article XIII herein;
- e) RFP Documents and Bid Forms with all addenda thereto for RFP No. 2254

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 Purchasing Director, 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 Purchasing Director 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 Purchasing Director, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Purchasing Director.

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 Contract 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 acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.
- 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.

1.3 Ownership of Contract Documents

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 Contractor's 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.

ARTICLE II THE WORK

2.1 Project Description

The Contractor will provide any and all labor, materials, equipment, supervision, temporary utilities, permitting, mobilization, site preparation, transportation to the disposal site, project site restoration, demobilization, and any other items necessary for as-needed maintenance dredging, as requested by the County. Documentation of pre and post site conditions, dredging, disposal of dredged material, monitoring, reporting, weekly progress meetings are required by Contractor for each project.

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 XIII, 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 Term

3.1.1 Initial Contract Term, unless otherwise terminated, shall continue in full force and effect through January 31, 2031. An additional extension may be granted to allow time for procuring a new solicitation as determined by the County.

3.2 Contract Time

3.2.1 Contractor shall commence the Work and shall substantially and finally complete all Work as described in each individual Task Order. If the Work authorized under an individual Task Order is scheduled to be completed after the expiration of this Contract, Contractor agrees to continue to complete such Work upon the same terms and conditions as contained in this Contract until the project is completed. Contractor shall be compensated for such Work in accordance with the individual Task Order.

3.2.2 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the Task Order 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 required to be performed under the applicable Task Order. 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 3.2.1 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 Substantial Completion or 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 for each and every calendar day of unexcused delay "Liquidated Damages", for which the daily amount, if applicable, will be determined prior to a County issued Task Order. 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/PROJECT PRICE AND PAYMENT

4.1 Contract/Project Price

4.1.1 This is an indefinite-quantity Contract for construction services. The County make no representations or guarantees as to the quantity or value of the Work to be performed. Work shall not be performed without an executed Task Order issued by the County. The Contract Price shall be the cumulative amount determined by all issued Task Orders. Task Orders ("Project Price") exceeding **five hundred thousand dollars and zero cents (\$500,000.00)** shall require approval by the Board of County Commissioners. Payment shall be made on the basis of the actual amount of Work satisfactorily performed in accordance with each individual Task Order and the terms and conditions of this Contract.

4.2 Pricing Proposal

4.2.1 Pricing Proposals will be requested on an as needed basis in accordance with the procedure specified in the **RFP** Document. For each request for pricing proposal received by the Contractor, the Contractor shall either submit a Pricing Proposal in accordance with this Section or shall submit a "No Bid". Contractor shall submit to the Project Manager a Pricing Proposal allocating the Project Price to the various portions of the Work. Contractor's Pricing Proposal shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Contractor shall not imbalance nor artificially inflate the Pricing Proposal or any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

4.2.2 Upon selection by the County the approved Pricing Proposal, which may or may not be negotiated, shall be used as a basis for Contractor's Application for Payment. The total of all payments in the Pricing Proposal must at all times be equal to the Project Price. No progress payment shall be made to Contractor until an acceptable Pricing Proposal 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 Pricing Proposal shall include at a minimum:

- a) A breakout of the scope of work required to satisfactorily complete the project, as determined by the County;
- b) A breakout of the costs required to complete the project, including any and all materials, equipment rental, labor, permitting fees, all sub-contractors' proposals associated with the project, or other costs associated with performing the work; and
- c) A proposed schedule for completing the required work.
- d) The pricing proposal must be on company letterhead, dated, and signed by an authorized representative of the Contractor. Proposals shall include the following contact information: phone number, physical address and email address for Task Order communication with County staff.

4.2.5 Markup for costs of materials, subcontractors, rentals, and contract performance payment bonds (when applicable) shall not exceed the following limits:

- a) Materials cost shall not exceed actual incurred cost plus maximum 15% markup.
- b) Subcontractors costs shall not exceed actual incurred cost plus maximum 5% markup.
- c) Rental costs shall not exceed actual incurred cost plus maximum 5% markup.
- d) Contract Performance and Payment Bond Cost shall not Exceed 2% of the total project cost. No markup is authorized for Performance and/or Payment Bonds.

4.2.6 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 Contractor shall make all surveys 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 submitted the following requirements:

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

4.4.2 On or before the tenth (10th) 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 Purchasing Director. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Purchasing Director 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 Project 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.

4.5.2.1 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 12.2 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 14.21 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.

5.3.8.1 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

5.3.8.2 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 Project 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 IX.

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 Project 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 respective Public Works Department responsible for the Task Order to which the dispute is related.

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 Purchasing Director 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 Purchasing Director's review of the Contract Claim, the Purchasing Director 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 Purchasing Director 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 Purchasing Director 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 Purchasing Director 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 Purchasing Director's 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.

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 Project 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 PROJECT 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 9.1.2 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 9.1.2 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 Project Price.

9.3.2.5 Force Majeure Events

9.2.5.1 The Contractor shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by a Force Majeure Event, as defined herein, so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. Notwithstanding the foregoing, the Contractor cannot claim Force Majeure for any emergency, exigency, or "act of God" that is already contemplated in the Work, or any other performance by the Contractor, that is contemplated in this Contract, or that in any way existed or was reasonably foreseeable or within the control of the Contractor at the time this Contract was executed.

9.2.5.2 In order to claim delay pursuant to this provision, Contractor must notify the County, in writing, within five (5) business days of the beginning of the Force Majeure Event, which Contractor claims caused the delay or failure by the Contractor to perform under this Contract.

9.2.5.3 If Contractor's delay or failure, caused by a Force Majeure Event, extends beyond a period of thirty (30) calendar

days, from the beginning of the Force Majeure Event, the County shall have the right to terminate this Contract, in accordance with the provisions of this Contract, and shall only be liable to the Contractor for any Work performed and validated (if required for payment hereunder) prior to the date of termination of this Contract.

9.2.5.4 If the Contractor's delay is confirmed by the County to be caused by a Force Majeure Event, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this Contract, including price, performance, and completion time, as may be affected by such delay. However, it is expressly understood by the Contractor that the County is not obligated to make any such adjustments to the provisions of this Contract, and shall do so only if it serves the best interest of the County. This provision shall not be interpreted to limit the County's right to terminate for convenience.

9.3 Changes in the Project Price

9.3.1 In connection with any claim by Contractor against the County for compensation in excess of the Project 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 Project Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum 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) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) 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 Project 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 Project 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 Project 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.

9.3.5 In the event there is an unforeseeable increase to the cost of project materials during the course of this Contract, which exceeds twenty percent (20%), the Contractor must provide documentation demonstrating the original amount of the quoted materials, the updated quote for materials, and two (2) or more additional quotes from alternate sources for the materials demonstrating the Contractor is providing the best value to the County. The County will review the information provided in accordance with Article IX.

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. The Contractor is to provide certification from the surety that the amount of a change order has been incorporated into the bond to cover the additional scope of work and/or cost associated with the Change Order.

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 Project Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Project Price or Contract Time, the adjustment shall be referred to the Purchasing Director for determination in accordance with the provisions of Paragraph 1.1.6. 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 Project 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 Project 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 Project 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 Project 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 Project 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 Contract. 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 Project 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 Project 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.

11.3 Cancellation of Task Orders

11.3.1 The County may, by written notice to the Contractor, terminate a Task Order under this Contract in whole or in part at any time for the County's convenience or for the default of the Contractor. This includes before and after execution of Task Orders. The Contractor is to stop all work upon receipt of written notification of the termination of a Task Order.

If the termination of the Task Order occurs after work has commenced, 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.

If Task Order is terminated before Task Order is fully executed, no cost shall be reimbursed to the Contractor

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 reinstitution 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 Project 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 12.2 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 12.2 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 Commercial Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Commercial Automobile Liability Insurance with minimum limits of \$1,000,000 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 13.6 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.

13.6.2.1 For new Vertical Build projects, the 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.

13.6.4 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 13.6.2.3 above shall not exceed \$250,000.

13.7 Other Requirements

13.7.1 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.

13.7.2 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.

13.7.3 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.

Payment and Performance Bond requirement will be reviewed at the individual Task Order level. The Contractor shall be required to obtain and submit recorded Public Construction Bonds on any Contract Task Order issued with a cost greater than one hundred thousand dollars (\$100,000.00) per Florida Statute 255.05

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 Project 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

14.3.1 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.

14.3.2 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 Laws

Contractor and the Work must comply with all Applicable Laws 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. The 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.

14.16.3 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.

14.16.4 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.

14.16.5 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.

14.16.6 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.

14.16.7 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 14.16.7 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 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 Contract 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 Contract, 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 Contract. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Contract

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

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

C & M DREDGING, INC.
31653 EXECUTIVE BLVD.
LEESBURG, FL 34748
Attn: CHRISTIAN MILLER, PRESIDENT
Email Address: christian@smdredging.com

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)

Leigh A. Daniels, CPPB, FCCM
(Printed Name)

Purchasing Manager
(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)

Contractor:

C & M DREDGING, INC. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

FORM 1

Contract No.	
Project Title:	2254; COUNTYWIDE DREDGING SERVICES

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.:	Contractor Name:
Project:	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

December 19, 2025

RFP No: 2254 Countywide Dredging Services

St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with the Contractors listed below based upon evaluation of submitted Proposals under RFP 2254.

1. C & M Dredging, Inc.
2. Waterfront Property Services, LLC dba Gator Dredging
3. In Depth Inc.

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 Director of Purchasing. 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 negotiations, and upon successful negotiations, award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Alexis Colbert via email at acolbert@sjcfl.us or phone at 904-209-1267.

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

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

Date: _____

12/22/25



**EVALUATION SUMMARY SHEET - PROPOSALS
ST. JOHNS COUNTY, FLORIDA**

RFP 2254; COUNTYWIDE DREDGING SERVICES

FIRM	EVALUATOR Timothy Conner	EVALUATOR Michael Guarino	EVALUATOR Heather Hilley	EVALUATOR Lance Alred	EVALUATOR Nathan Otter	TOTAL	RANK	COMMENTS
C & M Dredging, Inc.	130	110	120	120	130	610.00	1	Shortlist
Waterfront Property Services, LLC dba Gator Dredging	120	113	105	126	130	594.00	2	Shortlist
In Depth Inc.	114	135	105	83	115	552.00	3	Shortlist
Sea & Shoreline LLC	109	121	70	93	115	508.00	4	
Environmental Management Acquisition LLC dba Estate Management Services	115	85	85	50	100	435.00	5	

APPROVED:

Duane Kent, County Engineer

APPROVED:

Leigh A. Daniels, Purchasing Manger

Posted to Demandstar:

NOTE:

THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET. ALL RECORDS SHALL BECOME AVAILABLE FOR INSPECTION AND COPYING PURSUANT TO CHAPTER 119, F.S.

ANY ACTUAL BIDDER, PROPOSER, SUPPLIER, OR RESPONDENT WHO IS AGGRIEVED IN CONNECTION WITH A 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 WITH THE PURCHASING DIRECTOR AS PROVIDED IN SECTION 13 OF THE SJC PURCHASING POLICY.



1401 Lake Ave S.E., Largo, FL 33771

OFFICE: 727-527-1300 FAX: 727-527-1303 www.gatordredging.com

SECTION 1

PROPOSAL COVER PAGE

COVER LETTER

DELEGATION OF AUTHORITY

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

COVER PAGE

ST. JOHNS COUNTY PURCHASING DEPARTMENT
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF PROPOSER: Waterfront Property Services, LLC dba Gator Dredging

MAILING ADDRESS: 1401 Lake Ave SE., Largo, FL 33771

POINT OF CONTACT FOR RFP:

NAME & TITLE: William J. Coughlin III

EMAIL ADDRESS: Bill@gatordredging.com

POINT OF CONTACT FOR INVITATION TO PAYMENTWORKS:

NAME & TITLE: Doug Bowman

EMAIL ADDRESS: d.bowman@gatordredging.com

DATE: 10/28/2025



1401 LAKE AVE S.E., LARGO, FL 33771

OFFICE: 727-527-1300 FAX: 727-527-1303 www.gatordredging.com

October 28, 2025

St. Johns County Board of County Commissioners
St. Johns County Purchasing Department
500 San Sebastian
St. Augustine, FL 32084

Re: Cover Letter for RFP No: 2254 - Countywide Dredging Services

To whom it may concern,

Waterfront Property Services, LLC dba Gator Dredging, is pleased to submit the attached information to substantiate the qualifications necessary to perform the above-referenced project. Gator Dredging was founded on August 23rd of 2005 with the business model of performing dredging projects throughout Southeast United States. Gator Dredging is a fully licensed, insured and bondable certified general contractor (CGC 1512360) with over 125 employees, including professional engineers, marine scientists and other talented professionals.

Primary points of contact and delegation of authority for Gator Dredging are as follows:

William J. Coughlin III – CEO Bill@GatorDredging.com

Phillip A. Findlay – President P.Findlay@GatorDredging.com

Both William J. Coughlin III and Philip A. Findlay are the principals of Waterfront Property Services, LLC dba Gator Dredging and will serve as the authorized signors for projects associated with the above referenced RFP.

Sincerely,

William J. Coughlin III, CEO

Bill@GatorDredging.com

727-527-1300

(Official representative and point-of-contact for this project)



1401 Lake Ave S.E., Largo, FL 33771

OFFICE: 727-527-1300 FAX: 727-527-1303 www.gatordredging.com

Statement of Interest

Waterfront Property Services, LLC dba **Gator Dredging** is pleased to submit this Statement of Interest in providing as-needed maintenance dredging services for the **St. Johns County Board of County Commissioners (RFP 2254 – Countywide Dredging Services)**.

Gator Dredging specializes in environmental and navigational dredging, shoreline stabilization, beach nourishment, marina maintenance dredging and sediment management throughout the southeastern United States.

With extensive experience performing federal, state, and municipal dredging programs, Gator Dredging offers a proven record of delivering projects safely, efficiently, and in full compliance with environmental and regulatory requirements. Our team combines in-house dredging and marine construction capabilities with strong local partnerships to ensure responsive, cost-effective, and high-quality services that the St. Johns County Board of County Commissioners is seeking.

With over 20 years of experience in the dredging industry, Gator Dredging is uniquely qualified and perfectly suited to provide comprehensive dredging services as outlined in **RFP No: 2254 - Countywide Dredging Services**. Our depth of resources, experience with similar projects, and the willingness to go the extra mile will ensure success over the term of the aforementioned contract.

As we have grown, we have continually expanded our scope of capabilities, while providing high quality work consistent with state-of-the-art procedures, methods, and controls in the areas of cost, quality, safety, and scheduling. With access to an extensive inventory of dredging equipment and the best operators in the industry, there is no dredging or site preparation project that Gator Dredging cannot handle.

We look forward to the opportunity to support the County's ongoing maintenance dredging needs with our expertise, resources, and commitment to excellence.

If you should have any questions or comments, please call me at (727) 527 - 1300. I look forward to hearing from you soon.

Sincerely,

William J. Coughlin III, CEO

Bill@GatorDredging.com

727-527-1300

(Official representative and point-of-contact for this project)



1401 Lake Ave S.E., Largo, FL 33771

OFFICE: 727-527-1300 FAX: 727-527-1303 www.gatordredging.com

SECTION 2

COMPANY AND STAFF QUALIFICATIONS



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

FINDLAY, PHILIP A

GATOR DREDGING
13630 50TH WAY N
CLEARWATER FL 33760

LICENSE NUMBER: CGC1512360

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 08/15/2024

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.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MCDUGAL, TYLER BEN

7846 1ST STREET NORTH
SAINT PETERSBURG FL 33702

LICENSE NUMBER: PE76049

EXPIRATION DATE: FEBRUARY 28, 2027

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.

CITY OF LARGO
2026 BUSINESS TAX RECEIPT

2026

Business Name and Mailing Address:
Waterfront Property Services LLC
1401 LAKE AVE SE
LARGO, FL 33771

BUSINESS TAX #: BTRCOM-000643
Gator Dredging
1401 LAKE AVE SE
LARGO, FL 33771

State License Number: CGC1512360

William Coughlin

BUSINESS DESCRIPTION

1541 Industrial Buildings & Warehouses

Engaging in any business occupation is subject to zoning restrictions. The collection of this Business Tax/Administrative Service Charge does not authorize the holder to operate in violation of any City Ordinance, law or regulation. Each holder is solely responsible for notifying the Community Development Department, in writing, of any change in status, location or ownership. Issuance is in no way intended as an approval or disapproval of the holder's competence or skill.

All Business Tax Receipts expire September 30th. Penalties are provided by F.S. 205 if not renewed before October 1st. Additional penalties of up to \$250 may apply if not renewed by March 1st of record year.



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

Detail by Entity Name

Florida Limited Liability Company

WATERFRONT PROPERTY SERVICES, LLC

Filing Information

Document Number	L05000083238
FEI/EIN Number	20-3403593
Date Filed	08/23/2005
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/26/2006
Event Effective Date	NONE

Principal Address

1401 Lake Ave SE
Largo, FL 33771

Changed: 04/30/2025

Mailing Address

1401 Lake Ave SE
Largo, FL 33771

Changed: 04/30/2025

Registered Agent Name & Address

D & B Corporate Services, Inc.
6677 13th Avenue North
3A
ST. PETERSBURG, FL 33710

Name Changed: 02/19/2018

Address Changed: 02/19/2018

Authorized Person(s) Detail

Name & Address

Title Manager, Member, President

Findlay, Philip a
1401 Lake Ave SE
Largo, FL 33771

Title Manager, Member, CEO

COUGHLIN, WILLIAM J
1401 Lake Ave SE
Largo, FL 33771

Title Vice President of Engineering

McDougal, Tyler Ben
1401 Lake Ave SE
Largo, FL 33771

Annual Reports

Report Year	Filed Date
2024	03/22/2024
2024	12/08/2024
2025	04/30/2025

Document Images

04/30/2025 -- ANNUAL REPORT	View image in PDF format
12/08/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
03/22/2024 -- ANNUAL REPORT	View image in PDF format
04/20/2023 -- ANNUAL REPORT	View image in PDF format
03/06/2022 -- ANNUAL REPORT	View image in PDF format
03/05/2021 -- ANNUAL REPORT	View image in PDF format
02/04/2020 -- ANNUAL REPORT	View image in PDF format
03/31/2019 -- ANNUAL REPORT	View image in PDF format
02/19/2018 -- ANNUAL REPORT	View image in PDF format
02/21/2017 -- ANNUAL REPORT	View image in PDF format
04/12/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/11/2016 -- ANNUAL REPORT	View image in PDF format
12/17/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
11/16/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
04/06/2015 -- ANNUAL REPORT	View image in PDF format
03/19/2014 -- ANNUAL REPORT	View image in PDF format
04/02/2013 -- ANNUAL REPORT	View image in PDF format
04/17/2012 -- ANNUAL REPORT	View image in PDF format
04/05/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
03/27/2009 -- ANNUAL REPORT	View image in PDF format
04/18/2008 -- ANNUAL REPORT	View image in PDF format
04/18/2007 -- ANNUAL REPORT	View image in PDF format
10/26/2006 -- REINSTATEMENT	View image in PDF format

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "C"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP NO: 2254; Countywide Dredging Services

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.

Contractor are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractor, 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, and 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:



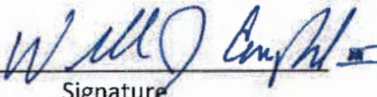
I hereby attest that the undersigned Proposer has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Proposer, 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.

Full Legal Name of Proposer: Waterfront Property Services, LLC dba Gator Dredging

Authorized Representative(s):


Signature

William J. Coughlin III, CEO
Print Name/Title

Signature

Print Name/Title

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES



1401 LAKE AVE S.E., LARGO, FL 33771

OFFICE: 727-527-1300 FAX: 727-527-1303 www.gatordredging.com

Re: Project Team for RFP No: 2254 - Countywide Dredging Services

Waterfront Property Services, LLC dba Gator Dredging, has over 125 employees and is fully staffed. We have the personnel necessary to complete projects as outlined in the RFP.

With the potential for varied site conditions, scope, and orders of magnitude, staffing will be addressed and adjusted as needed. Gator Dredging is centrally located in Florida; this allows for quick and efficient mobilization to any site within the state. Should the need arise for personnel to stay in the County for an extended duration, we will make accommodation for personnel to maintain a presence in the County until the projects are completed.

For sites like those listed in this RFP, personnel will include supervisory personnel, dredge operators, deck hands, support vessel operators, as well as equipment operators and support staff for land based operations.

As it pertains to this RFP, the key personnel for Gator Dredging are as follows (resumes attached):

William J. Coughlin III – CEO Bill@GatorDredging.com

Phillip A. Findlay – President P.Findlay@GatorDredging.com

Tyler McDougal – Project Engineer / Survey Tyler@GatorDredging.com

Chris Coughlin – Project Manager / Superintendent C.Coughlin@GatorDredging.com

Sincerely,

William J. Coughlin III, CEO

Bill@GatorDredging.com

727-527-1300

(Official representative and point-of-contact for this project)

William J. Coughlin, III

President

Waterfront Property Services, LLC (DBA Gator Dredging)

Education

Civil Engineering Technology,
Associates: Applied Science
Degree, State University of New
York, 1998

Certifications

Professional Engineer
New York
(Inactive License No.
082915)

FDEP Certified
Stormwater Inspector

Relevant Software Familiarity

AutoCAD 2005
HYPACK
DREDGEPAK
Excel/Word/Projects
ARC View
EPA SWMM

Professional Affiliations

WEDA FMLA

Mr. Coughlin has over 25 years of experience working on civil, environmental, and marine projects in New York, Georgia, South Carolina, Texas and Florida. His experience includes administration and management of dredging operations, stormwater management and design, transportation/roadway design, sanitary sewer design, environmental permitting, surface water hydrologic and hydraulic modeling, stormwater master plans and pollution prevention plans, marine engineering and permitting.

Mr. Coughlin is the Chief Executive Officer of Waterfront Property Services, LLC (dba Gator Dredging). His duties include administration and management of operations of a marine contracting company specializing in dredging services. Mr. Coughlin has completed or is administering over 600 projects located throughout the SE United States. Example projects for Gator Dredging include:

- USACE Manatee Harbor DMMA Offloading 2023 Project
- Pinellas County Post Idalia Emergency Dune Restoration
- USACE Folly Beach Emergency Beach Renourishment
- Brevard County Sykes Creek Muck Removal
- USACE Manatee Harbor DMMA Offloading 2020 Project
- USACE Horseshoe Cove, Maintenance Dredging, 6-Ft
- Pinellas County Lake Seminole Restoration Dredging
- SFWMD Pahokee Marina emergency HAB Services
- Brevard County Turkey Creek Dredging
- Brevard County Grand Canal Dredging
- Save Crystal River—Springs Restoration
- FPL's Turkey Point Cooling Canals Dredging
- USACE Stevenson Creek Ecosystem Restoration
- City of Cape Coral – Citywide Annual Dredging Contract
- St. John's County Treasure Beach Dredging (2014, 2018)
- City of Destin Emergency Old Pass Lagoon Dredging

His representative municipal experience includes:

For the City of St. Petersburg, Mr. Coughlin completed many public works projects as a project manager in the Engineering Department. His responsibilities included administration, design coordination, preparation of technical specifications, permitting, contract bidding, and construction administration. Example projects for the City of St. Petersburg are listed below:

Lake Maggiore Restoration Dredging *
Special Assessment Dredging Program Administrator
Arterial Canal Dredging Program Administrator NPDES
Program Coordinator
Stormwater Pipe Rehabilitation Various Locations

* The Lake Maggiore Restoration Project was the restoration of a 380-acre natural lake. The restoration process included a feasibility analysis, stormwater pretreatment, and dredging and disposal of 1.1 million cubic yards of organic sediment. This was a joint project between the City of St. Petersburg and the Southwest Water Management District with a cost of \$20 million.

National Honors and Awards

American Public Works Association – Project of the Year 2000: Environment Project Less than \$2 Million; Ellicott Creek Trailway Extension, Project Manager for the Town of Amherst.



Philip A. Findlay

Vice-President

Waterfront Property Services, LLC (DBA Gator Dredging)

Education

B.A. Entrepreneurship &
Business Administration,
Central Michigan University,
2006

Certifications

Florida Certified General
Contractor #CGC-1512360

Mr. Findlay has 12 years of experience working as a Certified General Contractor in both Florida and Georgia. His experience includes administration of dredging operations, equipment maintenance & scheduling, project administration and permitting.

Mr. Findlay is the Vice-President of Waterfront Property Services, LLC (dba Gator Dredging). His duties include administration and management of a marine contracting company specializing in environmental restoration and dredging services. Mr. Findlay has administrated or is administering projects located throughout Florida & Georgia. During his time with Gator Dredging Mr. Findlay has worked on major dredging projects located at the Turkey Point Nuclear Power Plant in Homestead, FL, as well as the Turkey Creek Muck Removal Project in Palm Bay, FL.

Example projects for Waterfront Property Services, LLC include the following:

- Pinellas County – Post Idalia Emergency Dune Restoration
- USACE Manatee Harbor DMMA Offloading 2023
- USACE Folly Beach Emergency Renourishment South Carolina
- USACE Tampa Harbor Alafia River Maintenance Dredging
- USACE Horseshoe Cove, Maintenance Dredging, 6-Foot Project
- FDEP Honeymoon Island Beach Re-nourishment
- Brevard County Taylor Creek
- Brevard County Sykes Creek Muck Removal
- Brevard County Turkey Creek Muck Removal Project
- Kings Bay Restoration Project
- Florida Power & Light Turkey Point Cooling Canals Dredging
- FDEP Honeymoon Island – Beach Restoration
- St Lucie County Taylor Creek – Restoration Dredging
- Brevard County Grand Canal - Dredging

Mr. Findlay's previous professional experience includes:

From 2006 to 2008 Mr. Findlay served as Project Manager and Assistant Superintendent for various design/build projects. He was also responsible for managing and scheduling project timelines, draws, contracts, and on-site project supervision. William Karns projects included condominiums, rental homes, marina yacht clubs, and assisted living facilities in the Treasure Island, FL area.

From 2008 to the present, Mr. Findlay continues to be President of Stafford Findlay Holdings, Inc., based in Atlanta, Georgia. As President his duties include owning and operating six franchised restaurants within the Atlanta area. He provides strategic leadership for the building and branding of the franchise, and is also a franchise agent and owner of the rights for territory of North Atlanta.



Tyler McDougal, P.E.

Program/Project Manager

Waterfront Property Services, LLC (dba Gator Dredging)

Education

B.S., Civil & Environmental Engineering, University of South Florida, Tampa, FL

Certifications

- FL Prof. Civil Engineer (Cert. No. 76049)
- NAVFAC / USACE Construction Quality Control Manager
- Confined Space Certified
- OSHA 30 Certified

Relevant Software Familiarity

- AutoCAD Land Desktop (2005)
- AutoCAD Civil 3D (2013-2024)
- HYPACK (2012-2024)
- DREDGEPAK (2012-2024)
- Trimble GPS Pathfinder
- Excel/Word/PowerPoint
- ANSYS
- ArcGIS
- ISCO Flowlink 5
- InfoSWMM
- PIPEFLO
- MapInfo

Professional Organizations

Florida Marine Contractor's Association (FMCA) – Tampa Bay Chapter Director (2018 to 2020)

Professional Awards

FMCA Executive Director's Award for 2019

Mr. McDougal is a Florida licensed Professional Engineer, chief/qualifying engineer at Gator Dredging and the Program/Project Manager for assigned projects. Mr. McDougal has over 20 years of experience working on marine, civil and environmental projects throughout the Southeastern United States. His experience includes marine project design/permitting, land development, stormwater management design, wastewater collection system design, analysis of wastewater treatment facilities and pump stations, wastewater collection system modeling/design, water quality testing and analysis, environmental permitting, surface water hydrologic and hydraulic modeling and environmental assessments.

With Gator Dredging, Mr. McDougal has designed and permitted over 2,000 marine and freshwater related projects through Local, State and Federal government agencies. The projects included residential shoreline channels and canals, residential boat dock areas, private and public marina basins, public navigation channels, City Maintenance Dredge Master Planning, shoreline stabilization/beach re-nourishment, tidal and non-tidal drainage creeks, environmental/restoration muck removal projects, dredge material management areas (DMMA's), and advanced dredge material dewatering and treatment systems including state-of-the-art nutrient removal technologies.

His representative project experience includes:

- Pinellas County – Post Idalia Emergency Dune Restoration
- Brevard County – Sykes Creek Muck Removal
- USACE – Folly Beach Emergency Renourishment South Carolina
- USACE – Horseshoe Cove 6-Foot Dredging Project
- USACE – Manatee Harbor DMMA Off-Loading 2020 Project
- USACE – Manatee Harbor Channel 40-foot Dredging Project
- Pinellas County – Lake Seminole Muck Removal
- Pinellas County – Lake Seminole DMMA
- Brevard County – Grand Canal Muck Removal
- SFWMD Pahokee Marina Emergency HAB Services
- Brevard County – Turkey Creek Muck Removal
- Kings Bay Restoration Project – Pilot Phase Permitting & Restoration
- Kings Bay Restoration Project – Phase I Permitting & Restoration
- Kings Bay Restoration Project – Phase II – IV Permitting
- Florida Power & Light - Turkey Point Cooling Canal Dredging
- USACE - Stevenson Creek Ecosystem Restoration
- City of Cape Coral – Citywide Master Canal Dredging
- Tierra Verde Island HOA - Shell Island Channel Dredging
- Tierra Verde Island HOA - Oceanview Channel Dredging
- Dereecktor Shipyards Dania Beach – Marina Maintenance Dredging
- IGY Marinas Maximo Marina – Marina Maintenance Dredging
- City of Destin - Emergency Old Pass Lagoon Dredging
- Caribbean Isles HOA - Canal Dredging
- City of Oakland Park - Sleepy River North Dredging
- Skiwatch Estates – Ski Lake Dredging
- The Inlet's - Canal Dredging
- City of Largo - Alum Pond Sediment Removal
- Hillsborough County – Apollo Beach Channels, DMMA and Beach



Christopher Coughlin

Alt. Quality Control Systems Manager

Waterfront Property Services, LLC (dba Gator Dredging)

Education

B.S., Finance,
Florida State
University,
Tallahassee, FL

Mr. Coughlin joined Gator Dredging in 2020 and has assisted in quality and safety control on various large-scale projects. Chris has 5 years of management experience in dredging and beach renourishment work. His experience spans from CQC Manager of USACE project(s) to full quality control management of a \$46 million project.

Certifications

- NAVFAC / USACE Construction Quality Control Manager
- OSHA 30 Certified
- Florida Construction Stormwater Inspector
- NFPA 70E – Standard for Electrical Safety In the Workplace

With Gator Dredging, Mr. Coughlin has managed precise hydraulic and mechanical dredging operations on large-scale projects. The projects included environmental/restoration muck removal projects, dredge material management areas (DMMA), public navigation channels, and beach renourishment.

His representative experience for marine & freshwater dredging/improvement/restoration projects include:

Relevant Software Familiarity

- RMS
- HYPACK (2022)
- DREDGEPAK (2022)
- Trimble GPS Pathfinder
- Trimble Business Center
- Excel/Word/PowerPoint

- Pinellas County – Lake Seminole Muck Removal
- Brevard County – Grand Canal Muck Removal
- City of Augusta, GA – Lake Olmstead Dredging
- USACE –Horseshoe Cove Maintenance Dredging
- USACE – Manatee Harbor DMMA Offloading
- USACE – Folly Beach Emergency Renourishment
- St. Lucie County – Taylor Creek Dredging
- Brevard County – Sykes Creek Phase I Muck Removal
- Pinellas County – Post Idalia Shore Stabilization
- Brevard County – Griffis Landing Maintenance Dredging
- Panama City – Lake Huntington Maintenance Dredging

His skills & experience for other projects in Florida include:

- Quality control management for dredging, environmental restoration, DMMA, and beach renourishment
- Water quality and soil analysis for marine related work
- Hydraulic Dredging construction management
- Safety management
- Protected Species observation experience
- Organization and completion of various submittals via RMS
- Meetings, site visits, and correspondence with USACE representatives
- Turbidity Monitoring
- Topographic and Hydrographic surveying





WATEPRO-01

DASBURY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	CONTACT Certificates		
	PHONE (A/C, No, Ext): (727) 258-5774 E-MAIL ADDRESS: certs@cci-ins.com	FAX (A/C, No):	
INSURED Waterfront Property Services LLC DBA Gator Dredging 13630 50th Way North Clearwater, FL 33760	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Ascot Insurance Company		23752
	INSURER B: Infinity Assurance Insurance Company		39497
	INSURER C: American Longshore Mutual Association, Ltd.		
	INSURER D: Safe Harbor Insurance Company		12563
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Marine General Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	X	X	MGL675665	5/7/2025	5/7/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			50023948601	5/7/2025	5/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000	X	X	CUMB675666	5/7/2025	5/7/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ALMA01927-08	1/29/2025	1/29/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Vessel Pollution			V-13740-25	1/29/2025	1/29/2026	General Aggregate \$ 5,000,000

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

When required by written contract, the certificate holder is listed as an Additional Insured on a primary and non-contributory basis, with regard to the General Liability policy. A Waiver of Subrogation applies in favor of the certificate holder with regard to the General Liability, and Workers' Compensation policies. Excess policy extends over the General Liability, Auto, Employers Liability, P&I, and Vessel Pollution and is follow form. 30 day notice of cancellation applies;

10 days for non-payment of premium.

Vessel Pollution #V-13740-25 (01/29/25-26)

Limit: 5,000,000

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

For Bidding Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: WATEPRO-01

DASBURY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Construction Casualty Insurance, LLC		NAMED INSURED Waterfront Property Services LLC DBA Gator Dredging 13630 50th Way North Clearwater, FL 33760	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Contracting Services Pollution Liability #4004206 (01/29/24-26)
Limit: Gen Agg/ Each Occur - \$5,000,000

Workers' Compensation policy #ALMA01927-08 is USL&H coverage.

EQFL Coverage:
Blanket Non-reporting Coverage: \$5,189,971 (Maximum Item: \$500,000)
Leased, Borrowed and Rented: \$3,000,000 (Maximum Item: \$500,000)
Small Tools: \$60,000 (Maximum Item: \$10,000)



April 25, 2025

**Waterfront Property Services, LLC dba Gator Dredging
Bondability Letter**

To Whom It May Concern:

This is to advise you that our office provides bid, performance, and payment bonds for **Waterfront Property Services, LLC dba Gator Dredging**. The name of their surety is **American Alternative Insurance Corporation** which carries an A.M. Best Rating of **A+ XV**, and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, and **American Alternative Insurance Corporation** should be in a position to provide **Waterfront Property Services, LLC dba Gator Dredging**. Performance and Payment Bonds for the single projects in the amount of **\$80,000,000.00** and aggregate support in the amount of **\$300,000,000.00**. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Waterfront Property Services, LLC dba Gator Dredging is an excellent contractor and we hold them in highest regard. We feel ~~extremely~~ confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds, and we cannot assume liability to any third party, including you, if we do not execute said bonds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in blue ink, appearing to read "K Wojtowicz", with a stylized flourish at the end.

Kevin Wojtowicz
Surety Bond Agent

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "F"
CLAIMS, LIENS, LITIGATION HISTORY

Proposers 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 contract 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: _____

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.

N/A

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

N/A

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.

N/A

5. Have you ever abandoned a project, been terminated, or had an agency submit a claim on a performance/surety bond to take over a project?

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?

N/A

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

N/A

Liquidated Damages

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

(Use additional or supplemental pages as needed)



1401 Lake Ave S.E., Largo, FL 33771

OFFICE: 727-527-1300 FAX: 727-527-1303 www.gatordredging.com

SECTION 3

RELATED EXPERIENCE

Waterfront Property Services, LLC dba Gator Dredging

Project Name: City of Safety Harbor- Marina Channel Dredging

SCOPE: Work for this project included dredging of 4,300cy of material from the channel that leads into the Safety Harbor Marina. This project took the channel to -7.0ft below MLW. As material that was removed it was placed into hopper barges and taken to a nearby scow. Each time the scow was filled it was pushed to an offloading site where it was dried and loaded into dump trucks. The dump trucks then disposed the material at a nearby landfill.

Project Location:	City of Safety Harbor
Name of Owner:	City of Safety Harbor
Owner Contact:	Michelle C. Giuliani Engineering Director
Telephone No:	727-724-1555
Email Address:	mggiuliani@cityofsafetyharbor.com
Project Value:	\$788,981.00
Dates of Construction:	7/10/2023 – 8/31/2023

For the duration of this project we used best management practices to monitor turbidity, protected submerged seagrass areas, and maintained manatee watch.



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Waterfront Property Services, LLC dba Gator Dredging**Project Name: City of Dunedin Marina Maintenance Dredge Project****SCOPE:**

The City of Dunedin Marina Maintenance Dredge Project consisted of dredging approximately 13,000cy of material from the marina entrance taking the channel depth to -7.23 feet (NGVD29) and the marina municipal basin depth varying from -5.23 feet (NGVD29) to -7.23 feet (NGVD29). In addition to the dredging, 130cy of debris was removed, improving safety of navigation throughout the marina.

Project Location:	Dunedin, FL
Name of Owner:	The City of Dunedin
Owner Contact:	Laurie Ferguson Dunedin Marina Harbormaster Dunedin Marina 51 Main St Dunedin, FL 34698
Telephone No:	727-298-3030
Email Address:	LFerguson@dunedinfl.net
Project Value:	\$1,246,978..00
Dates of Construction:	April 2020 – August 2020

The material was mechanically removed and placed into hoppers where it was transferred to an onsite DMMA for dewatering and prepped for final disposal.

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Waterfront Property Services, LLC dba Gator Dredging**Project Name: 2021 / 2022 Wiggins Pass / Park and Doctors Pass Maintenance Dredging Project****SCOPE:****Wiggins Pass**

The project is to conduct maintenance dredging of the Wiggins Pass navigation channel to continue to train the straighter alignment.

Approximately 65,100 CY of beach compatible sand is to be dredged from the ebb, flood and tributary channels above the design cut while unsuitable material is to be avoided or disposed of offsite. Channel depth ranges from -7.0 ft. to -12.0 ft. NAVD with a 1' overdredge allowance. Excavated compatible sand will be disposed of within two of the permitted areas onshore Barefoot Beach and onshore Delnor-Wiggins State Park.

Project Location:	City of Naples
Name of Owner:	Collier County Board of County Commissioners
Owner Contact:	Andy Miller, P.E. Collier County 2685 South Horseshoe Dr Unit 103 Naples, FL 34104
Telephone No:	(239)252-2922
Email Address:	Andrew.Miller@colliercountyfl.gov
Project Value:	\$2,197,280
Dates of Construction:	12/2021 -04/2022

Doctors Pass

Dredging of Doctors Pass with placement of the material on the beach at Lowdermilk Park between R-60 and R-61+800 south of the inlet. If the Lowdermilk Park template is filled to its maximum capacity, or at the COUNTY's direction, excess fill shall be placed nearshore between R-58A and R-58+400'. Both the interior and exterior channels require dredging. There is no overdredge limits on the interior cross sections. There will be approximately 25,700 CY of material that can be dredged and placed on the beach at Lowdermilk Park.



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Waterfront Property Services, LLC dba Gator Dredging

Sykes Creek Phase 1 Dredging Project

SCOPE:

Restore portions of Sykes Creek to its original depth and deposit the dredge muck material within a refurbished dredged material management area (DMMA) facility. This was accomplished through the removal of 117,000cy of nutrient laden material from Sykes Creek. Nutrients identified included phosphorus and dissolved nitrogen from dredge template.

Project Location:	Brevard County
Name of Owner:	Brevard County
Owner Contact:	Jeanne Allen, PE 2725 Judge Fran Jamieson Way Bldg C, 3 rd Floor Viera, FL 32940
Telephone No:	(321)261-8646
Email Address:	Jeanne.Allen@brevardfl.gov
Project Value:	\$11,410,055.26
Dates of Construction:	February 2022-April 2025

The total phosphorus in the dredge effluent was reduced to 75 parts per billion (ppb). Total dissolved nitrogen effluent was reduced to 2000 ppb or less. The levels of phosphorus and nitrogen were measured daily at a effluent discharge location within the DMMA.



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SECTION 4

APPROACH / METHODOLOGY



1. Scope of Work

This method statement outlines the procedures and controls to be implemented by Gator Dredging for the mechanical removal, handling, transport, and disposal of accumulated sediment within the designated project area. The work will be executed in compliance with all applicable permits, environmental regulations, and project specifications. AN pproved disposal site will be provided to the County upon selection of the project location(s). a letter of Acceptance will be executed and submitted for verification upon contract execution and project site selection.

2. Equipment and Methodology

Dredging operations will be carried out using a barge-mounted Long Reach Volvo 220 or equal excavator equipped with an appropriate bucket for sediment removal. The excavator will mechanically remove accumulated sediments and place them directly into floating transport hoppers positioned adjacent to the dredge barge.

Once filled, the hoppers will be towed to the designated offloading area at the approved boat ramp. Sediment will then be transferred from the hoppers into sealed dump trucks using controlled offloading procedures to minimize spillage and turbidity. The loaded trucks will transport the dredged material to the designated and approved upland disposal site.

3. Work Schedule

Dredging and associated transport operations will be conducted during daylight hours, six (6) days per week, or as otherwise approved by the client and regulatory agencies. Work sequencing will be coordinated to minimize environmental impacts and ensure efficient sediment removal.

4. Environmental Controls and Monitoring

Turbidity monitoring will be performed throughout all active dredging and material handling operations in accordance with permit conditions. If monitoring indicates turbidity levels approaching or exceeding allowable thresholds, floating turbidity barriers (silt curtains) will be deployed or repositioned to mitigate dispersion of suspended sediments until levels return to compliance.

Environmental monitoring will be undertaken by qualified personnel and will include documentation of water quality, equipment condition, and adherence to all environmental permit stipulations. All monitoring results will be logged and submitted as required.

5. Survey and Quantity Verification

Pre- and post-dredge hydrographic surveys will be performed to determine the total volume of material removed. Survey data will serve as the basis for payment verification and permit compliance reporting, ensuring that dredging is performed within the approved template and design elevations.



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SECTION 5

PRICING



RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

**ATTACHMENT "L"
REVISED PRICING**

	Quantity:<1000 Cubic Yards	Quantity:1001-5000 Cubic Yards	Quantity:>5000 Cubic Yards
Mobilization	\$ Lump Sum \$100,000.00	\$ Lump Sum \$100,000.00	\$ Lump Sum \$100,000.00
Demobilization	\$ Lump Sum \$50,000.00	\$ Lump Sum \$50,000.00	\$ Lump Sum \$50,000.00
Hydraulic Dredging	\$ Per Cubic Yard N/A	\$ Per Cubic Yard N/A	\$ Per Cubic Yard N/A
Mechanical Dredging	\$ Per Cubic Yard \$60.00	\$ Per Cubic Yard \$60.00	\$ Per Cubic Yard \$60.00
Hauling	\$ Per Mile \$5.00	\$ Per Mile \$5.00	\$ Per Mile \$5.00
Disposal	\$ Per Cubic Yard \$10.00	\$ Per Cubic Yard \$10.00	\$ Per Cubic Yard \$10.00
Site Restoration	\$ Lump Sum \$20,000.00	\$ Lump Sum \$20,000.00	\$ Lump Sum \$20,000.00
Debris/ Vessel Removal	\$ Per Ton \$1,000.00	\$ Per Ton \$1,000.00	\$ Per Ton \$1,000.00
<u>TOTAL</u>	\$171,075.00	\$171,075.00	\$171,075.00



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OFFICE: 727-527-1300 FAX: 727-527-1303 www.gatordredging.com

SECTION 6

ADMINISTRATIVE INFORMATION

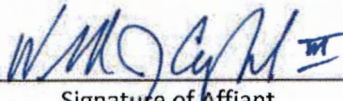
RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Waterfront Property Services, LLC
dba Gator Dredging (Proposer) being of lawful age and being
duly sworn I, William J. Coughlin III (Affiant) as CEO (Title) (ex: CEO,
officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

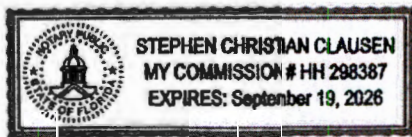
The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of 28th October, 2025.

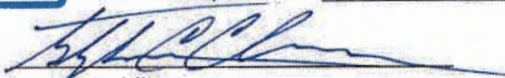

Signature of Affiant

STATE OF Florida

COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28th
day of October, 2025, by Affiant, who is personally known to me or has produced _____
as identification.




Notary Public
My Commission Expires: 9/19/2026

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "B"
PROPOSAL AFFIDAVIT

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, William J. Coughlin III (Affiant) who, being duly sworn, deposes and says he/she is CEO (Title) of Waterfront Property Services, LLC dba Gator Dredging (Proposer) submitting the attached proposal for the services covered by the RFP documents for RFP NO: **2254; COUNTYWIDE DREDGING SERVICES.**

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

Waterfront Property Services, LLC dba Gator Dredging

(Proposer Firm)

By William J. Coughlin III

(Affiant Signature)

William J. Coughlin III, CEO

(Printed Name & Title)

10/28/2025

Date of Signature

STATE OF Florida

COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28th day of October, 20 25, by Affiant, who is personally known to me or has produced _____ as identification.



Stephen Christian Clausen
Notary Public

My Commission Expires: 9/19/2026

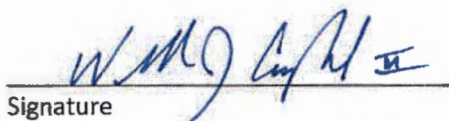
ATTACHMENT "D"
DRUG-FREE WORKPLACE FORM

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

Waterfront Property Services, LLC dba Gator Dredging 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 Proposal 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

October 28th, 2025
Date

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "E"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Pinellas

I, William J. Coughlin III (Affiant), being duly authorized by and on behalf of Waterfront Property Services, LLC
dba Gator Dredging
(Proposer) hereby swears or affirms as follows:

1. Proposer 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. If awarded, for the duration of Contract No. RFP NO: 2254 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer 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 Proposer and shall expressly require any subcontractors performing work or providing services pursuant to the awarded 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. Proposer 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. Proposer 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 awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Proposer shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 28th day of October, 20 25.

William J. Coughlin III
Signature of Affiant

William J. Coughlin III
Printed Name of Affiant

CEO
Printed Title of Affiant

Waterfront Property Services, LLC dba Gator Dredging
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28th
day of October, 20 25, by Affiant, who is personally known to me or has produced _____
_____ as identification.



Stephen Christian Clausen
Notary Public
My Commission Expires: 9/19/2025 26 *see*

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "G"

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

I, William J. Coughlin III ("Affiant"), being duly authorized by and on behalf of Waterfront Property Services, LLC dba Gator Dredging ("Bidder") hereby swears or affirms as follows:

1. The principal business address of Bidder is: 1401 Lake Ave SE., Largo, FL 33771
2. I am duly authorized as CEO (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 Proposer, 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.)**~~

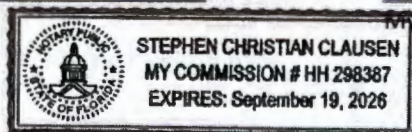
William J. Coughlin III
Signature of Affiant
Waterfront Property Services, LLC
dba Gator Dredging
Full Legal Name of Bidder

William J. Coughlin III, CEO
Printed Name & Title of Affiant
10/28/2025
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28th day of October, 2025 by Affiant, who is ☒ personally known to me or ☐ has produced _____ as identification.

Stephen Christian Clausen
Notary Public

9/19/2026
Commission Expires



RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

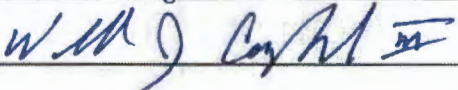
ATTACHMENT "H"
NON-COLLUSION CERTIFICATION

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): William J. Coughlin III

SIGNATURE: 

TITLE: CEO

DATE: 10/28/2025 ²⁶

FULL LEGAL NAME OF PROVIDER:

Waterfront Property Services, LLC dba Gator Dredging

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "I"
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.

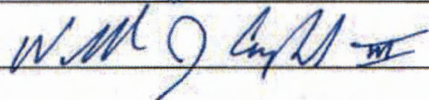
During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (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): William J. Coughlin III

SIGNATURE: 

TITLE: CEO

FULL LEGAL NAME OF BIDDER: Waterfront Property Services, LLC dba Gator Dredging

DATE: 10/28/2025

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "J"

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

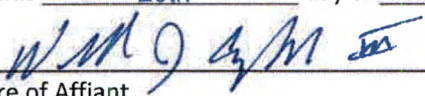
Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Proposer, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this 28th day of October, 20 25.


Signature of Affiant

William J. Coughlin III

Printed Name of Affiant

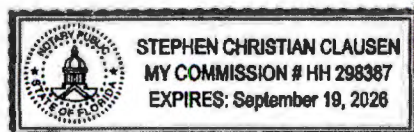
CEO

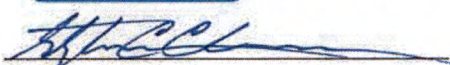
Printed Title of Affiant

Waterfront Property Services, LLC dba Gator Dredging

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28th day of October, 20 25, by Affiant, who is personally known to me or has produced _____ as identification.




Notary Public

My Commission Expires: 9/19/2026

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "K"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

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

Company Name	Services to be Performed	Primary Contact Name and Email
	N/A - Self Performing	

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

**ATTACHMENT "M"
ACKNOWLEDGEMENT OF ADDENDA**

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

ADDENDUM NUMBER	DATE RECEIVED	PRINTED NAME OF PROPOSER'S AUTHORIZED REPRESENTATIVE	TITLE OF PROPOSER'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF PROPOSER'S AGENT
#1	9/24/2025	William J. Coughlin III	CEO	<i>W. J. Coughlin III</i>
#2	10/24/2025	William J. Coughlin III	CEO	<i>W. J. Coughlin III</i>
#3	10/29/2025	William J. Coughlin III	CEO	<i>W. J. Coughlin III</i>



IN DEPTH, INC.
SERVICE LINES 2025



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Depending on submission parameters, this table of contents may be [hyperlinked](#) for ease of navigation. Click on any section in this TOC to navigate to that Chapter. Return to this table of contents by clicking on the [icon](#)  in the lower right hand corner of odd-numbered pages.

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

COVER PAGE

ST. JOHNS COUNTY PURCHASING DEPARTMENT
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF PROPOSER: In Depth Inc.

MAILING ADDRESS: 1473 Old Haw Creek Rd. Bunnell, FL 32110

POINT OF CONTACT FOR RFP:

NAME & TITLE: Zachary Rogers, President

EMAIL ADDRESS: zach@indepthservicesinc.com

POINT OF CONTACT FOR INVITATION TO PAYMENTWORKS:

NAME & TITLE: Zachary Rogers, President

EMAIL ADDRESS: zach@indepthservicesinc.com

DATE: 10/28/25

SECTION 1

Cover Letter and Brief statement regarding the Respondent's interest in this project.

In Depth, Inc. has collaborated previously with St Johns County on a boat launch ramp dredge project (Riverdale Boat Launch Ramp Dredging - County Project Manager Phylis Thorpe, Master Contract No: 23-GSA-IND-18056) with a collaborative and successful completion.

In Depth, Inc. is also currently contracted to St. Johns County under Master Construction Agreement No 25-MCC-IND-21167 FOR RFQ 23-17R; Onboarding Of Contractors For As-Needed Countywide Small Scale Construction, Renovation, Maintenance And Repair Services under the category of Marine Contractor.

We enjoyed immensely working with the County and Project Manager to complete that project and look forward to every opportunity to provide exemplary marine construction services. While not on contract with our clients, we remain committed to being accessible at all times to queries and issues concerning their own projects, along with detailed documentation of all evolutions that can occur; our vast range of expertise across various trades and technologies allows us to share our expertise to assist solving problems. Located within a reasonable distance of St Johns County offices and most County project locations, we feel that we have proven to be a reliable and committed partner for St. Johns County.

In Depth, Inc. is 100% owned by President Zachary Rogers and the company is a certified Disadvantaged Business Enterprise and Small Business Entity for Florida State, various utilities, Counties and Cities.

We currently have service contracts in place with the following governmental institutions:

- South Florida Water Management District
- Miami Dade County
- City of Miami Beach
- Pinellas County
- Pasco County
- Bay County
- City of Palm Coast

Scopes of work for these entities include Marine Construction, Potable Water Services, Construction Management Inspection Services, Dredging, Drone, Video and Photography Services, in-house engineering and fabrication services and others. In Depth prides itself on being a turn-key solution for our clients, resulting in cost-effective and timely responses to requests and our partnerships with suppliers and services enables us to pass along savings whenever possible to our clientele.

We appreciate the opportunity to respond to this solicitation for the County and look forward to further developing our relationship in order to provide St Johns County with a service provider that it deserves. The primary points of contact for the company are:

President Zachary Rogers (386) 986-8177 zach@indepthservicesinc.com

Sr. Project Manager, QA/QC, Safety (MarCon) Danny Broadhurst (386) 237-1402 danny@indepthservicesinc.com

Sr. Project Manager QA/QC, Safety (Potable) Susan A. Couslin (386) 793-9313 sue@indepthservicesinc.com

Project Manager/Dive Operations Manager Casey Jenings (720) 980-3460 casey@indepthservicesinc.com

Ocean Engineer Brittany Rogers (386) 983-1451 brittany@indepthservicesinc.com

Human Resources and Reports Kamalani Grabowski (386) 264-0983 lani@indepthservicesinc.com

Delegation of Authority: In Depth, Inc. President Zachary Rogers is the sole representative of the company authorized to sign binding agreements with the client.

Sincerely,

Zachary Rogers
President
In Depth, Inc.

DIVING AND MARINE CONSTRUCTION

In Depth, Inc's team of Marine Construction experts delivers an unparalleled opportunity for our clients to work with individuals whose entire careers have been focused on Marine Construction, topside and underwater.

FIRM HISTORY



Formally established May 5th 2017, In Depth Incorporated is a leading, Bunnell-based **DBE** and **SBE** Specialty Marine Construction firm offering construction and project management expertise. As marine construction services specialists, In Depth's staff possess the skills to act as construction and program managers, and general contractors to serve the specific needs of our clients - topside or underwater.

In Depth, Inc's management approach is rooted in our fundamental focus on four pillars of astute project management:

- **BUDGET**
- **QUALITY**
- **SAFETY**
- **SCHEDULE**

We achieve this with the active participation of all stakeholders including the client, the design professionals, relevant public agencies, and others to deliver our projects on time, on budget, and true to our client's vision.

In Depth is staffed with professional managers



and technical experts (currently 14 employees total) that continually demonstrate our commitment to providing the best quality and value to our clients.

Proficient in the latest construction techniques, methods and technologies, we are able to deliver projects on schedule and on budget that are true to our clients' visions without sacrificing safety or quality.

In Depth is led and solely owned by its founder and President, Zach Rogers, who retains final management authority for the corporation.

QUALITY

We define quality as the degree to which the project and its components meet the owner's expectations, objectives, standards and intended purpose; determined by measuring conformity of the project to the plans, specifications, and applicable standards.

In Depth, Inc. has a rigorous process of planning, organizing, implementing, monitoring and documenting a system of policies and

procedures that coordinate and direct relevant project resources and activities in a manner that will achieve quality that may include, but not limited to:

- Meeting minutes
- Daily field reports
- Weekly progress photographic essay
- Monthly progress report to client
- Shop drawing management
- Submittal logs
- Verification of approved materials being used

onsite

- Quality assurance reports
- Insurances, bonds, etc. on file
- Architect/Engineer of record site visit reports/ comments & proof of correction
- Special/controlled inspections, mockups, tests, plans & reports
- Monthly invoices & reports per requirement of the RFP
- Project closeout files/checklists (including warranties, etc.)

CORPORATE VISION

In Depth Inc. is a specialty Marine Construction service provider, of which technical tasks are conducted by our highly skilled, trained and adept field personnel on a daily basis. The achievements of these individuals are wholeheartedly supported by In Depth, Inc.'s capital spending, strategic planning, competitive bidding, comprehensive reporting, & corporate resources.

Our existing clientele recognize the quality and skill level of these individuals, how these individuals apply problem solving techniques and solutions to affectively execute each and every obstacle ultimately determines success or failure for the company as a whole. Our combined efforts along with managements willpower to grow the organization into a profitable diving, & marine construction company enable In Depth to meet market target revenue goals annually. With the strategic incentive to continuously prosper, our company strives to eventually provide offshore dive support services included, but not limited to shallow-air surface supplied Air Diving, Mixed Gas Diving, and Saturation diving. Our aim is to be the standard of excellent service to clients in our industry. We can achieve this through moral and ethical fortitude, clarity of communications and fair and equitable pricing for our projects.

MISSION STATEMENT

To continue to nurture and develop further our successful reputation with a quality of work that exceeds the expectations of our clients in the Marine Construction and Commercial Diving Industry. We achieve this by outlining a meritocratic approach amongst our leadership, enabling us to conduct operations efficiently with the ability to grow smarter, safer, faster and stronger. Accordingly, it is vital for all team members involved to understand the safety & security of each missions project and any differentiators that may inhibit the projects success.

Accordingly, it is managements primary responsibility to support the field crews to ensure they have the tools, resources and education to maximize opportunities for success.

As a team we prevail, and further as individuals we are problem solvers with the courage to execute difficult tasks in hostile environments. The foundation of In Depth, Inc. is constructed of hard work and dedication. Trust, safety, communication and accountability is the blood that flows through the veins of our organization.

Viability is the air in which it breathes to survive and thrive in this economic environment.

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "C"
CONFLICT OF INTEREST DISCLOSURE FORMProject (RFP) Number/Description: RFP NO: 2254; Countywide Dredging Services

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.

Contractor are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractor, 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, and 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 Proposer 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 Proposer, 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.

Full Legal Name of Proposer: In Depth, Inc.

Authorized Representative(s):  Zachary Rogers, President
Signature Print Name/Title

Signature

Print Name/Title

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisk Marine Insurance International, LLC 8110 Breakwater Drive New Orleans LA 70124	CONTACT NAME: Jodi Wibel PHONE (A/C No, Ext): (504) 302-4400 FAX (A/C No): (866) 543-4619 E-MAIL: jwibel@fiskusa.com ADDRESS: jwibel@fiskusa.com	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Great American Insurance Company		22136
INSURED In Depth, Inc. 1473 Old Haw Creek Road Bunnell FL 32110	INDEPTH-01	INSURER B: STARSTONE SPECIALTY INS CO		44776
		INSURER C: American Interstate Insurance Company		31895
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 656241612

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y Y	OMH 2543843-05	9/22/2024	9/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/OP AGG \$ 1,000,000 Ship Repairers Legal \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☒ SRLL					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY					
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS					
	SCHEDULED AUTOS NON-OWNED AUTOS					
B	UMBRELLA LIAB ☒ EXCESS LIAB	Y Y	MAR00158157P-04	9/22/2024	9/22/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	CLAIMS-MADE DED RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	AVWCFL3335952025	1/28/2025	1/28/2026	☒ WC STATUS- TORY LIMITS ☒ OTH- ER USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A A	MEL Equipment P&I	Y	AVWCFL3335952025 OMH 2543843-05 OMH 4069800-04	1/28/2025 9/22/2024 9/22/2024	1/28/2026 9/22/2025 9/22/2025	MEL Limit 1,000,000 Limit 1 item/all items 100,000 / 500,000 P&I Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GL policy includes blanket additional insured and blanket waiver of subrogation as required by written contract, limited sudden and accidental pollution, primary and non-contributory, XCU, ship repairers legal liability, traveling workman and other work. Workers Comp policy includes blanket waiver of subrogation, USL&H, voluntary compensation, alternate employer endorsement, Excess policy is follow form over GL, P&I, EL, MEL, and VPOL. Marine Employers liability and TWM&C. Vessel pollution policy #OMH 4069801-04 Great American Insurance Co. Eff. 9/22/2024 - 9/22/2025, limit \$2MM, covers 27' dump barge and 3 spud barges. Policies contain a 30-day notice of cancellation except 10 days for nonpayment of premium. Professional liability policy #HY2400138 Underwriters at Lloyds Eff. 9/22/24- 9/22/25 \$1MM limit any one claim and in the aggregate.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "F"
CLAIMS, LIENS, LITIGATION HISTORY

Proposers 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 contract 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: N/A Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: N/A

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

2. List all pending litigation and or arbitration.

N/A

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

N/A

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.

N/A

5. Have you ever abandoned a project, been terminated, or had an agency submit a claim on a performance/surety bond to take over a project?

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?

N/A

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

Liquidated Damages

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

(Use additional or supplemental pages as needed)



SECTION 2

KEY PERSONNEL

EMPLOYEE	TITLE/POSITION	YEARS
Zachary Rogers	President/MxG Dive Supervisor/Project Manager	12+
Danny Broadhurst	Senior Project Manager Marine Construction/ MxG Dive Supervisor	35+
Sue Couslin	Senior Project Manager Potable Division/Sales Manager	17+
Rob Norton	Professional Engineer	30+
Kamalani Grabowski	Human Resources / Data Specialist	5+
Brittany Rogers	Ocean Engineer/ Data Specialist	2+
Casey Jenings	Project Manager/Saturation Dive Supervisor	26+
Adrian Estrada	Dive Supervisor	6+
Kenny Kelly	Dive Supervisor	3+
Ryan Hamil	Shop Manager/Foreman	16+
Jacob McElwee	Dive Supervisor	7+
Ryan Frost	Diver	2+
Barret Sullivan	Diver	2+
William Scott	Diver/Tender	2+
Nathaniel Lac	Diver/Tender	2+
Timothy Dolan	Tender	1+
Andrew Smith	Tender	1+
Daniel Berentis	Tender	1+

CORPORATE PRESIDENT ZACH ROGERS

Founder/Corporate President
Sr. Project Manager
ADCI Certified Mixed-Gas Dive Supervisor



Zachary Rogers is the president of In Depth Inc. & is a licensed Marine Specialty Contractor (No. SCC131152633) in the state of Florida, with over 10 years of experience in the commercial diving industry, including underwater assessments & inspections, marine construction, marine structure rehabilitation, asset management, service life evaluation, damage assessment, preventive maintenance, and underwater salvage & recovery.

Zach is a certified ADCI commercial mixed-gas dive supervisor & diver, Marine Specialty Contractor, NHI underwater bridge inspector and NACE coating inspector. Additionally, he is an FAA certified drone pilot, and Remote Operated Vehicle pilot. Roger's has extensive experience working with marine construction infrastructure, subaqueous elements consisting of steel, concrete, timber, fiberglass, vinyl, and other natural materials. Over his career, he has performed a wide variety of inspections & evaluations on government assets, with a collective estimated value of more than 100 million dollars.

QUALIFICATIONS

- Diver Certification Board of Canada (D.C.B.C.) qualified as an Unrestricted Surface Supplied Commercial Dive Supervisor
- Association of Commercial Diving Educators (A.C.D.E.) Air/Mixed Gas Commercial Diver
- Certified N.C.C.E.R Rigging Fundamentals
- 40-Hour OSHA, Haz-Mat/Hazwoper
- Qualified in accordance with OSHA, Confined Space Entry procedures
- NACE CSP1 lvl, inspector certification and standard specialist
- Non Destructive Testing (N.D.T.) Level I & II U/W V.T., U.T. & M.P.I.
- First Aid, C.P.R., Oxygen Provider, Automated Defibrillator Qualified, & Offshore Survival Certified
- Transportation Worker Identification Credential Card (TWIC) & Valid U.S. Passport
- AWS D3-6M Underwater Welding Certifications
- National Center Constructions Education & Research (N.C.C.E.R) core curricula certified in basic & power tool safety
- NASE Certified Rescue Diver
- EMT & DMT advanced course Certifications (dive medic)
- O2 oxygen certified provider / administrator
- Fall Safety Protection Certifications
- Data Entry Specialist
- UAS Remote Pilot License (Cert. # 4312217)
- Certified Specialty Marine Contractor (License # SCC131152633)
- Dive Helmet Technician (Cert. # T-18050)
- Visual Cylinder Inspector (PSI - PCI # 33391)

ZACHARY ROGERS

PRESIDENT zach@indepthservicesinc.com (386) 986-8177

EXPERIENCE PROFILE

PROJECTS

Dam deepwater pump salvage & replacement - Leadville, CO
 Dam bulkhead construction / Installation - Steamboat Springs, CO
 Dam Intake / gate construction - Pisgah, CO
 Reservoir intake pump actuator replacement - Irvine, CA
 Water Storage tank maintenance and inspection - Redding, CA
 Buzzard Roost hydroelectric Dam inspection - Greenwood, SC
 Elevated sound suppression NASA water tower inspection - Titusville, FL
 65 ft derelict vessel Salvage and Disposal - Volusia County, FL
 55 ft derelict vessel Salvage and Disposal - Volusia County, FL
 Water storage tank maintenance and inspection - Savannah, GA
 Structure Inspection Program - SPWMD, FL
 Navigational Waterway marker replacement / Installation - Pasco County, FL
 Underwater theater stabilization & Anode install - Weeki Wachee, FL
 Seawall fender piling installation - Fort Lauderdale, FL
 SR44 Bridge footer form removal & inspection - Deland, FL
 Draw-down structure / Gravity Dam inspection - Bay County, FL
 FWC Jackson Bluff Dam helical anchor buoy installation - Tallahassee, FL
 Subaqueous cable / Water main locate & survey - New Smyrna, FL
 Soldiers Creek Facility dredging - Seminole County, FL
 Water storage tank maintenance and inspection - Palm Beach County, FL
 Tugboat tow chain Salvage - Port of Tampa, FL
 72 in Intake structure valve removal / salvage - Tampa, FL

CERTIFICATIONS

D.C.B.C. Unrestricted Surface Supplied Commercial Dive Supervisor
 Association of Commercial Diving Educators (A.C.D.E.) Air/MxG
 N.C.C.E.R. Rigging Fundamentals
 OSHA 40
 OSHA Confined Space Entry procedures
 NACE CSPI Inspector
 N.D.T. Level I & II U/W VT, U.T. & M.P.I.
 First Aid, C.P.R., O2 Provider, Automated Defibrillator Qualified
 Offshore Survival Certified
 TWIC/Valid U.S. Passport
 AWS D3-6M Underwater Welding Certifications
 NASE Certified Rescue Diver
 EMT & DMT Certifications (dive medic)
 Fall Safety Protection Cert.
 Data Entry Specialist
 UAS Remote Pilot License (Cert. # 4312217)
 Certified Specialty Marine Contractor (License # SCC131152633)
 Dive Helmet Technician (Cert. # T-18050)
 Visual Cylinder Inspector (PSI - PCI # 33391)
 MBE - Minority Owned Business (State of Florida)
 DBE - Disadvantage Business Enterprise
 AWWA - American Water Works Association
 ACI - American Concrete Institute
 NACE - National Association of Corrosion Engineers
 SSPC - The Society of Protective Coatings
 FRWA - Florida Rural Water Association
 NHI - National Highway Institute

Zachary Rogers, CEO, President and Founder of In Depth, Inc. has over 7 years of experience in the commercial diving industry, including underwater assessments & inspections, marine construction, marine structure rehabilitation, asset management, service life evaluation, damage assessment, preventive maintenance, and underwater salvage and recovery.

Zach is a certified ADCI Commercial Mixed Gas Dive Supervisor and Diver, NHI Underwater Bridge Inspector, Certified Specialty Contract, NACE coating inspector, Aerial drone pilot, and ROV operator. He is educated and experienced working with subaqueous elements consisting of steel, concrete, timber, fiberglass, vinyl, and other natural materials. Over his career, he has performed a wide variety of inspections & evaluations on government assets, with a collective estimated value greater than 100 million dollars.

Zach Rogers and the environment: Why protecting and serving our environment is important.

Ecosystem service is defined as the direct and indirect contributions of the ecosystem to human well-being, and it directly affects the quality of life and most importantly, survival. Our ecosystems provide not only recreational opportunities but most importantly it provides us with food, clean air, and fresh water. Florida's fish and wildlife resources based on the latest scientific data describing the state's ecosystems and the wide diversity of species in those ecosystems. There are more than 570 species of wildlife, more than 200 native species of freshwater fish and more than 500 native species of saltwater fish that rely on the ecosystem in Florida.

In Depth Services believes in keeping our waterways clean and rebuilding the ecosystem that supports native species in Florida. We are proud to be involved in programs such as the Derelict Vessel Program. This program involves removing abandoned vessels that are a danger to the environment. During the process of restoring the environment we not only have set safety standards for our team but the wildlife. If there are any wildlife within a 50-foot radius work is halted, during traveling to or from work site and on the site.

During the process of removing vessels, siphoning fluids from engines and radiators before removal to stop the pollutants being released into the natural environment is one of the most important steps, as well as the secure recovery of filters, batteries and other harmful vessel components. Utilizing additional measures, we deploy turbidity curtains to collect harmful pollutants from travelling into the water system and directly affecting the delicate ecosystem.

Further protecting the ecosystem, vessels are removed with air bags or cut into pieces to prevent scarring and scouring the bottom of the area.

Recently, InDepth has been involved in rehabilitating a 10-year ongoing Oyster Hatchery project for Florida State University. The Apalachicola Bay System Initiative is working to rehabilitate these oysters from this hatchery to the Apalachia Bay.

InDepth has taken part of this delicate process using state of the art technology. As a result making sure the incoming water to their system is clean and clear of pollutants for happy healthy oysters.

CONTACT US

Office: (386) 202-2771
 Emergency: (386) 986-8177
 info@indepthservicesinc.com

INDEPTHSERVICESINC.COM

1473 Old Haw Creek Rd. Bunnell FL 3211



SENIOR PROJECT MANAGER DANNY BROADHURST MBA

Business Development

Sr. Project Manager Marine Construction (MarCon) Division
ADCI Certified Mixed-Gas Dive Supervisor
Award-winning Underwater Photographer



Senior Project Manager Danny Broadhurst started his career as a navy diver and followed 8-years of service graduating from the College of Oceaneering in Los Angeles in 1988. The following 23-years working in the field as a Diver Tender, Diver and Dive Superintendent before taking up a role as Dive Operations Manager, and certified as an ADCI Mixed Gas Diver/Supervisor. Since 2010, in addition to the role as Dive Operations Manager, his roles include the planning and execution of Marine Construction projects nationally and internationally, bidding, estimating and developing projects from initial design through 100% completion.



Mr. Broadhurst also has extensive experience on vessels and ships husbandry & salvage, and before relocating to Palm Coast in late 2021 was the American Salvage Association Chair for the ASA 2018 Dive Technical Committee. He also holds a California 'General A Engineering' Contractors License #1017993.



With 35+ years' experience in the marine construction industry, from laboring and tending to running Dive Operations in the international arena, Danny Broadhurst's background allows him to empathize and understand the entirety of a project from estimating to completion. His range of expertise includes managing large crews, negotiating contracts with clients and implementing innovative solutions while applying cultural awareness sensitivities and emotional intelligence.



With his disciplined and comprehensive approach, he is able to push projects forward safely, cost-effectively and efficiently. Danny is well-regarded for his strong work ethic and responsiveness, particularly in fast paced environments. He takes great pride in being a contributing part of a pro-

fessional and positive team environment. Mr. Broadhurst's strengths lie in the following:

Work Safe: He is reliable, efficient and extremely hard working. He is typically at the office an hour or two before colleagues.

Superior Services: Through patient, kind and informed delivery, he accurately assesses internal and external client issues and provide innovative solutions for both the client and company in a timely manner.

Business Integrity: Danny has a strong, loyal and consistent moral and ethical code, treating others with tactful honesty and respect. He meets or exceeds commitments to build trust with internal and external clients.

Excellence in Performance: He is results focused and strive to ensure his team operates as a center of excellence, continually improving processes and standards to increase efficiency.

Sharing Success: Danny has a wide experience of managing projects nationally and internationally, including training and mentoring new hires and peers. He recognizes the value in mentoring and enjoy team collaborations through processes, procedures, production, open communications, conflict resolution and career development.

Danny seeks mentors at every opportunity in order to expand his knowledge and critical skills and his experiences personally and professionally. He appreciates a work environment that is productive and gives all stakeholders the opportunity to improve and deliver excellent results. He returned to University in 2013 to continue his education and graduated with merit

and awarded a general business studies MBA. He is not afraid to take on a challenge and thrives in a multi-paced environment where rational decisions are key to maintaining a safe and efficient work site.

SAMPLING OF MARINE CONSTRUCTION EXPERTISE

PORT OF LOS ANGELES DIVE SERVICE CONTRACT

Inspection and construction diving for Port of Los Angeles infrastructure, including docks, piers, wharves and bridges. Included above and below water work. Timber, steel and concrete pilings, epoxy injection, pile replacement and splicing, deck and bracing. Included slope surveys, installing steel and fiberglass jacket repairs. Inspections and slope surveys to track movement of sediment in between terminals.

ANNUAL PIER REPAIRS & INSPECTIONS. VENTURA, IMPERIAL BEACH AND MALIBU PIERS

Surveys and inspections. Produce Inspection reports for future maintenance and repair program of the structures.

CHANNEL ISLANDS HARBOR CANAL INFRASTRUCTURE

3-year contract repairing sea walls, pilasters, cut-off walls and footings in and along the canals supporting the residential community in the City of Oxnard's Channel Islands community in California. Included design and engineering for solutions onsite, hydraulic drilling and epoxy embedment of epoxy-coated rebar and included concrete pours, weep-hole repairs and installations, sheet pile installation and fabri-form mat repairs and installations.

GERALD DESMOND BRIDGE

Concrete pour and foundation support for Shimick/Flatiron/Impregilo (SFI JV) for piers for new Gerald Desmond Bridge. Average Underwater concrete pour +300-yards.

GEORGETOWN WET WEATHER TREATMENT CTR SEATTLE, WA

Consultant to Jacobs Engineering for the design

and construction of the GWWT Outfall currently under construction (Late 2018). Marine Construction Consultant for 30% -100% Design.

Includes the removal and re-installation of pier components to allow access for the construction of a coffer dam and support trestle for the installation of the Marine Outfall Conveyance.

PLEM INSTALLATION & SBM MAINTENANCE OKINAWA, JAPAN.

Client: Truston Technologies, Inc.

Phase I: Construct as-built drawings of existing infrastructure. Inspect buoys, chains, dip sections. Recover soil samples, obtain pipeline UT readings and QA/QC of appurtenances including anchor chain sections. Metrology was documented for future replacement of the PLEM section. Phase II: Returned onsite 12 months later for installation of new PLEM; installed safely, on time, and within budget.

ALCOA INTALCO ORE TERMINAL, FERNDALE, WA

Estimated and won bid for a project to inspect and repair the marine terminal that supports the transition infrastructure for 650-foot alumina ore vessels in Ferndale, Pacific Northwest. Repairs included splicing of piles, below deck bracing, fiberglass encapsulation and epoxy repair of piles. Original contract extended to include additional work due to efficient work and astute management.

VESSEL 'ANGELS GATE' SALVAGE: SANTA BARBARA, CA.

Vessel ran hard aground in the Santa Barbara Channel at Santa Rosa Island. Directed the complete salvage of the vessel in a sensitive marine habitat and successfully recovered the vessel back to surface for tow to boatyard for repairs. Organized and coordinated contractors, subcontractors and suppliers in tight weather windows. Salvage preparations conducted in eco-sensitive Channel Islands Marine National Park and coordinated with Federal & State Agencies to ensure compliance with all stakeholders.

EL SEGUNDO MARINE TERMINAL

Chevron Oil Annual maintenance of PLEM buoys,

located 2 miles offshore El Segundo, CA. Maintenance and replacement of hoses and all connecting components. Inspection of existing critical infrastructure. Pipeline inspection, removal and replacement.

UNITED STATES COAST GUARD & USACOE

Various salvage & dive construction projects - Supervised USCG marine salvage operations on call-out basis at numerous offshore locations in varied water depths, USA West, East & Gulf Coasts. ATON Navigation Marker maintenance.

DRILLING CASE EXTRACTION

Schuyler Heim Bridge, Terminal Island, California. Casings separated at depths to 125' during drilling operations. Divers were dispatched and lowered down the 84-inch diameter shafts to drill, pin and weld the casing sections together. All sections recovered safely as per schedule, and Included Inspections, salvage recovery, maintenance and repairs of Dams and Reservoirs, sluice gates, Drum Gates, inlet/outlet towers and lower level outlets. Included Diving and Remote-Operated-Vehicle Operations. Dredging of silt from vaults and chambers, post-earthquake inspections.

PEMEX PIPELINE AND GAS INSTALLATION

Acajutla, El Salvador. Sea floor surveys and preparation and installation of 48-inch oil pipelines from shore terminal to SBM facility offshore.

DRILLING CASE EXTRACTION

Foundation support shafts drilled to depths of 250 feet in downtown San Francisco to mitigate soils moving from base of Millennium Tower into adjacent property; tunneling portions and part of the California High Speed Rail Network. Drill Casings separated at depths to 165' during removal. Broadhurst provided the solution for the contractor, and Divers were dispatched and lowered down the 84-inch diameter shafts to drill, pin and weld the casing sections together. All sections recovered safely as per schedule, within budget. Innovative solutions resulted in successful recovery of drill sections from depths of 42-feet to 190-feet.

EXXON VALDEZ CLEAN-UP

Prince William Sound, AK 1989. On-board bio-remediation barge managing deployment of 'Inipol EAP22' Bacterial Agent to field crews.

CRESCENT CITY, CA: TSUNAMI SALVAGE

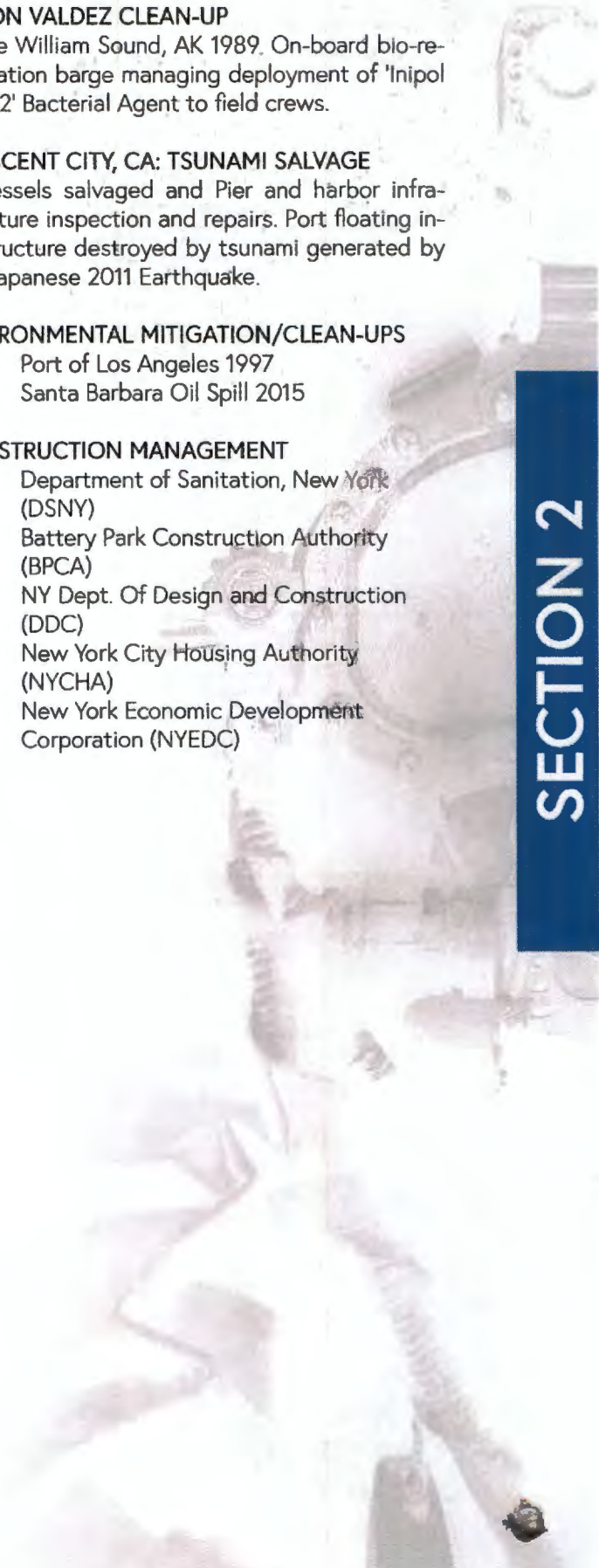
17 vessels salvaged and Pier and harbor infrastructure inspection and repairs. Port floating infrastructure destroyed by tsunami generated by 8.9 Japanese 2011 Earthquake.

ENVIRONMENTAL MITIGATION/CLEAN-UPS

- Port of Los Angeles 1997
- Santa Barbara Oil Spill 2015

CONSTRUCTION MANAGEMENT

- Department of Sanitation, New York (DSNY)
- Battery Park Construction Authority (BPCA)
- NY Dept. Of Design and Construction (DDC)
- New York City Housing Authority (NYCHA)
- New York Economic Development Corporation (NYEDC)



DANNY BROADHURST MBA



SR. PROJECT MANAGER & BUSINESS DEVELOPMENT danny@indepthservicesinc.com

EXPERIENCE PROFILE

MARINE CONSTRUCTION

Piers and Wharves Piling Installation/Inspection
Vessel Maintenance and Inspection
Pier Walls, Pilaster & Footing Repairs
Marine Ocean Outfalls
Construction Inspection
Concrete & Foundation Work
Remote Operated Vehicle Operations
Hydroelectric Infrastructure
Tunneling
Offshore Oil & Gas

NOTABLE PROJECTS

Bright Water Outfall
Valdez Oil Spill
PLEMS and SBM's Olinawa
Port Of Seattle Pier Repairs
City Of Seattle 1st Ave. Bridge Outfall
ALCOA Shipping Terminal Pier Repairs
USACE California Aqueduct Construction
Bremerton Shipyard UW Infrastructure Repairs
Trident Submarine Base Nanaimo
USCG Vessel Salvages Columbia River
Port Security Installations (VA)
Google Trans-Pacific Fiber-Optic Cable Installation
Fibre Optic Cable Installation Sacramento River/San Francisco Bay
Crescent City Tsunami 17 Vessel Salvage
& Marine Rehabilitation & Reconstruction
Bendon Vessel Salvage
Santa Rosa Island Salvage
Louisiana Pacific Marine Ocean Outfall
Port of Los Angeles Dive Services Contract
Pier 10 Rehabilitation San Diego
Gerald Desmond Bridge Long Beach

EDUCATION

College of Oceanography
MBA, Middlesex University, London
Project Management NYU
Texas School of Photography

CERTIFICATIONS

Commercial Diving/Burning Certification
ADCJ Certified Mixed Gas Supervisor/Diver/ROV Pilot
Royal Australian Navy (RAN) Various Certs
OSHA 10
NDT UT Level II, Mag Particle Level II, Vis. Insp. Level II
ASCE Bridge Inspection

AWARDS

ENR West Project of the Year 2008
Venir CM Brightwater Outfall
Global Diving Safety Award (CA) 2011
Global Diving Employee of the Year Award (CA) 2011

Danny Broadhurst, MBA brings one of the most distinguished resumes in Marine Construction acquired over 30+ years' experience - from the Royal Australian Navy, to operating as a deep-sea diver, project superintendent, project manager, and executive. His aptitude projected him into a Dive Operations Manager position after 23 years underwater for Global Diving & Salvage, the nations leading commercial diving & salvage company - an advancement reserved for the elite in the field. His experience and proven results make him one of the most successful, active Marine Construction Managers in the world.

Mr. Broadhurst has spent the last decade in Senior Management positions for Marine & General Construction companies overseeing operations and providing supervision from project inception to completion. His specialty expertises include, marine, construction, inspection and maintenance of marine ocean outfalls, offshore oil and gas platform work, pier construction, harbor service contracts, and inland construction including hydroelectric/utility infrastructure work including all facets of construction and inspection. As Senior Marine Inspector for King County in Seattle, Mr. Broadhurst was responsible for quality assurance on the Brightwater Outfall project, part of a \$1.86 Billion regional wastewater treatment system.

Danny is also experienced in responding to wide scale emergency situations. He responded actively as a Project Manager following the Santa Barbara oil spill in 2016, Los Angeles Northridge earthquake in the 1990's, and also participated in the Valdez oil spill in Alaska in 1989, as well as the salvage of many vessels and structures over the years. In 2018 Danny was Chair of the Diving Technical Committee for the American Salvage Association (ASA.)

Danny has managed international projects, including mobilizing and on-site supervising of projects for the U.S. Military in Japan and private sector projects in Central America and Spain. His participation in marine projects in Central America, Asia and Europe have enabled him to develop unique capabilities and cultural awareness that are vital in today's complex marketplace.

Danny's range of expertise includes managing large teams, negotiating and reviewing contracts with clients & implementing innovative solutions while applying cultural sensitivities and emotional intelligence (CQ/EQ). He is able to lead projects forward safely, cost-effectively and efficiently and is well regarded for his strong work ethic and reliability, particularly in fast-paced environments.

Prior to In Depth, Inc., Danny was Senior Project Manager and Director of Business Development for a CM firm in Manhattan managing the NYC Department of Sanitation (DSNY) Marine Transfer Station CM contract, managing approximately \$5 Million in on-call CM contracts, and led the Public Sector Business Development team production of material to respond to RFP's, RFQ's and EO's including developing a proposal for a multi-billion dollar coastal resiliency project with NYCDDC, placing second.

Mr. Broadhurst also holds a California State 'A' General Engineering Contractors License and consults for engineering companies seeking marine construction solutions

CONTACT US

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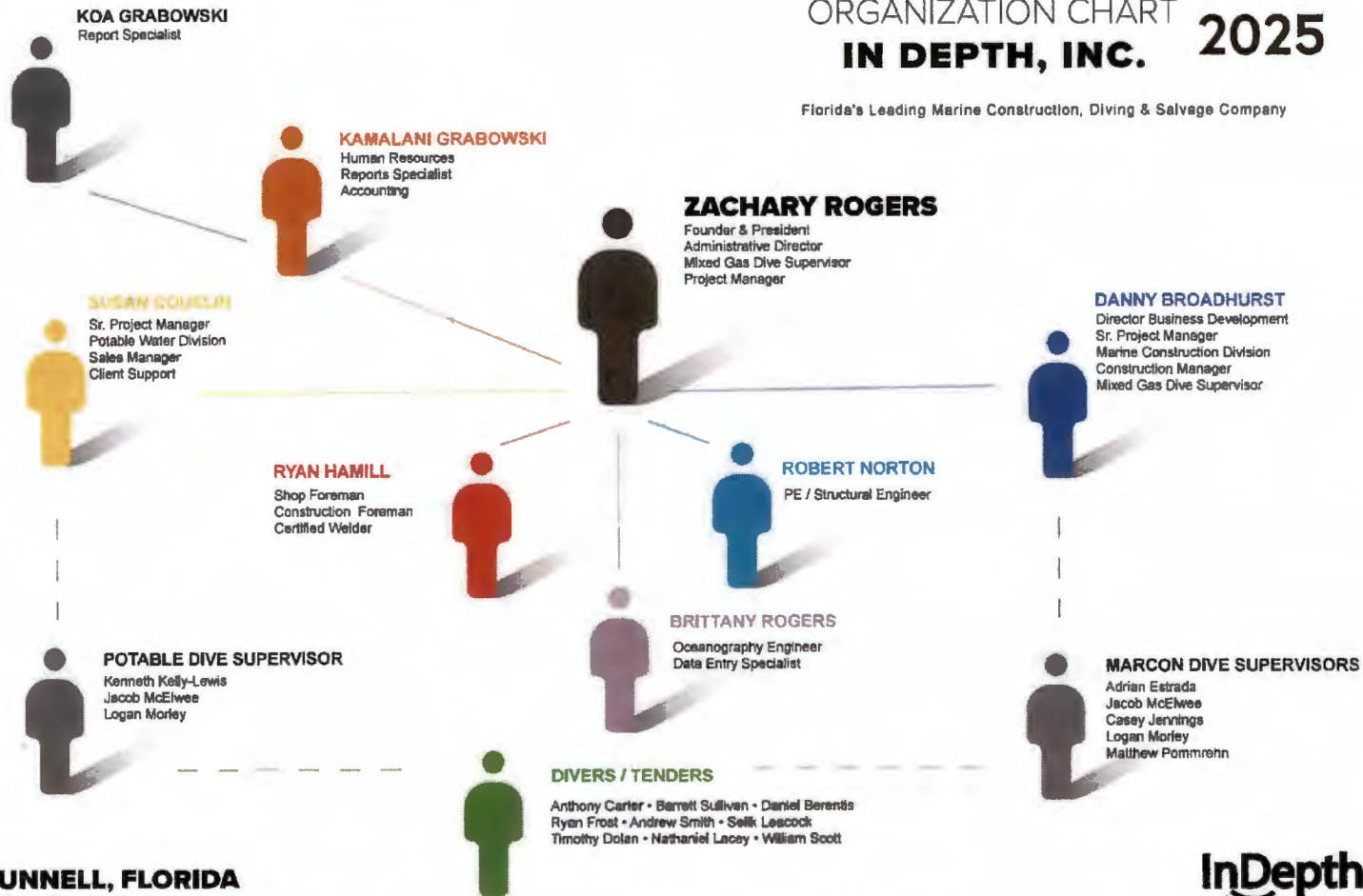
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ORGANIZATION CHART IN DEPTH, INC. 2025

Florida's Leading Marine Construction, Diving & Salvage Company



BUNNELL, FLORIDA

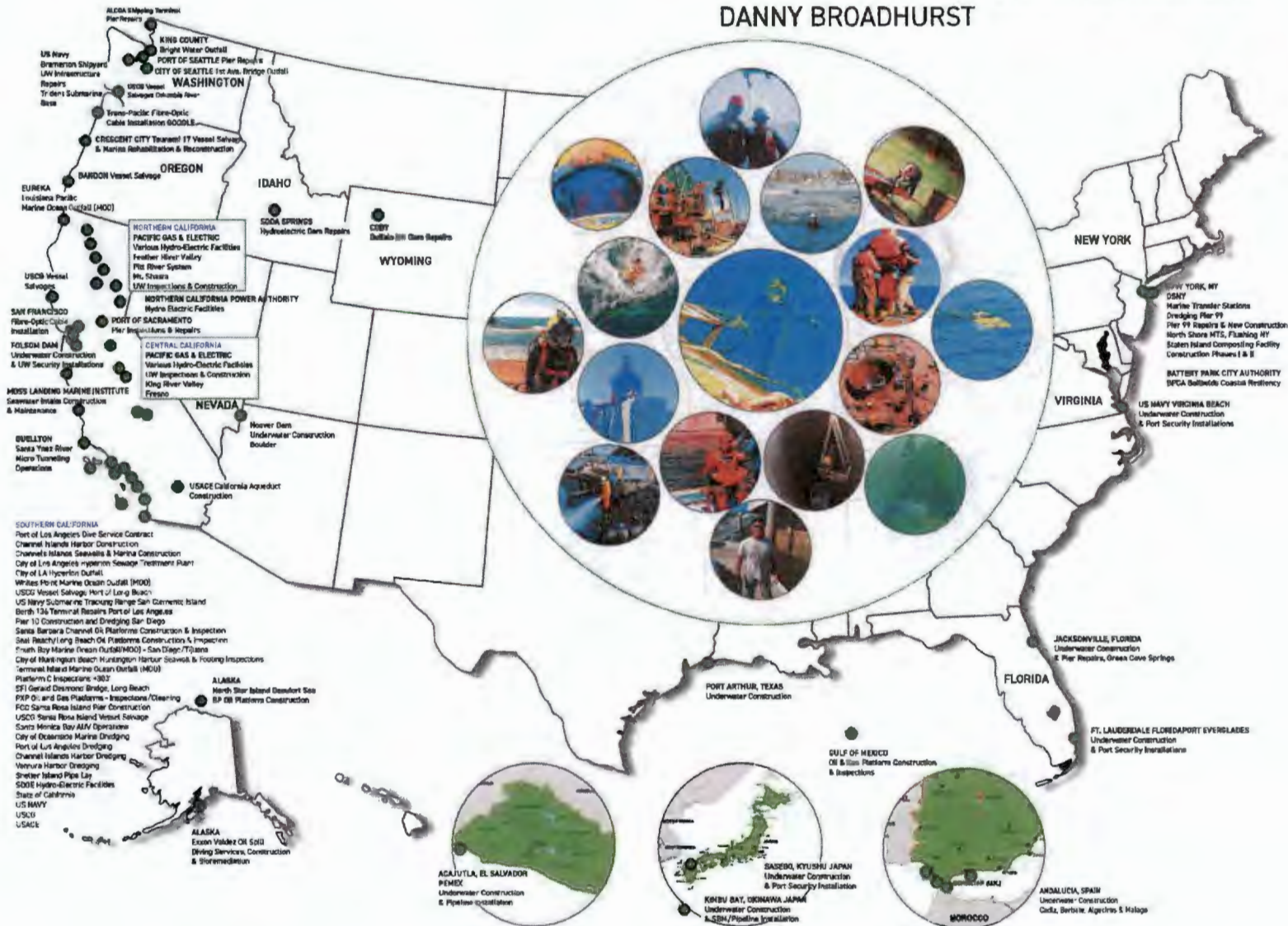
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SENIOR MARINE CONSTRUCTION MANAGER DANNY BROADHURST



ROBERT J. NORTON PE



Robert J. Norton PE (FL Reg. No. 54750) is a licensed Professional Engineer in the State of Florida and several other states. Mr. Norton has been designing, modifying, and verifying heavy commercial structural elements, concrete, and steel, for

nearly 30 years. He has personally been involved in the structural inspection of multiple structures both above and below the water line, using Visual, Acoustic, Thermal, and other techniques for inspection.

Robert is also the President of SwiftWater Consultants, LLC., a full service Naval Architecture, Marine Engineering and Marine Civil Structural company.

Experienced in all aspects of Marine Engineering and Naval Architecture.
Extensive and current working relationships with

ABS, LR, DNV, USCG and multiple other classification societies and regulatory bodies. Well versed in SOLAS, IMO, CFRs, NVICs, IACS rule sets and other industry standards.

Rob is a Professional Engineer in both Mechanical Engineering as well as Ship Design Marine Engineering, licensed in Florida, Texas, Oregon and USVI.

Norton has inspected numerous piers, wharves, and docks of concrete and steel construction and provided deck loading ratings and repair recommendations, as required, for these structures. He has also inspected multiple offshore platforms post-Hurricane Ivan (2004) and Hurricane Katrina (2005), working for Wild Well Control and Delta SubSea, both out of Houston, TX, where structural suitability verification was required.

Mr. Norton remains available for clients with In Depth projects and as a licensed P.E can officially authorize documents and drawings in that capacity.

ROBERT J. NORTON PE



STAFF ENGINEER robert@indepthservicesinc.com (813) 245-9997

EXPERIENCE PROFILE

PROJECTS

20,000sqft warehouse design, permitting and construction management - Live Wire Audio
 New Build Dental, Veterinary and Medical offices design and layout - Dental Solutions
 Design of floating passenger loading ramp - Florida Aquarium
 Commercial marina design and construction oversight in Destin, FL - Sides Point
 Design of footings and pedestals as well as passenger approach and exit structure for Roller Coasters Montu, Sheikra, Kumba - Busch Gardens, Tampa
 Layout for new warehouse with loading dock and office space - Allstate Business Centers
 Upgraded multistory access to apartments to meet ADA requirements - Silver Palms Apartments
 Modified pool area, leasing office and communal bathrooms to meet ADA - Carlyle At Waters
 Ship Safety Plan and Fire Protection verification for Class DNV/USCG - Bahamas Celebration
 Ship Safety Plans and Fire Protection verification for Class ABS/USCG - United Ocean Shipping
 Onsite OSHA Safety verification (Hazardous) services for brown zones - State of Florida
 Onsite OSHA Safety verification for confined spaces Tank Inspections - National Forestry Service
 Onshore fabrication engineering and offshore installation oversight of subsea pipe line, Visakhapatnam, India - Bay of Bengal supported the metrology, field verification and onsite approval of line pieces, jumpers, valving - Delta Marine
 Developed shuttle tanker and FPSO weather matching - Petrobras and OSG.
 Sub surface repair of 33 meter concrete breasting dolphin in Manaus Brazil.
 Facilitated float out of existing dolphin and installation of new. - Titan Salvage / Ardent Global
 Development of jackup accommodations unit for Cook Inlet Alaska. Conoco Phillips
 Developed process and components required for change of a subsea flex coupling for an FPSO off Nigeria. - Delta SubSea

EDUCATION

(Aug/96-Dec/98) University of South Florida
 Masters of Mechanical Engineering (MME)
 (Aug/89-May/94) University of Tennessee
 Bachelor of Science in Mechanical Engineering (BSME)

STRUCTURAL DESIGN Structural design and plan set development, permitting coordination, survey and inspection work associated with littoral and inland facilities, both commercial and residential, including warehouses, restaurants, private residences, as well as heavy civil structural dry-docks, graving docks, marine rail systems, bridge crane systems and lifting plans, mooring dolphins, marinas, piers, wharfs, wave attenuation barriers bulk/containerized cargo and storage facilities. Inspection, certification and capacity ratings for floors, decks, racks, dry-docks, Syncro Lifts, dolphins, piers, wharfs, service tanks, graving docks, storage tanks, etc.... All work completed to applicable codes, class guidance and appropriate OSHA / ADA standards.

MARINE/ OFFSHORE Platform survey and inspection work related to hurricane damage, ship strikes, environmental degradation, blowouts, etc... around the world including temporary and permanent abandonment of sub-sea wells hot tap and wire line work. Subsea piping system design and oversight for installations and removals including salvage intervention on "live" systems. Jack-up and lift boat design and leg penetration studies. Mooring analyses for FPSO and shuttle tanker with bow loading and turret systems. Offshore work managing of ROVs and saturation divers for subsea tasks.

SALVAGE Multiple on and off site salvage jobs around the world requiring in field engineering decisions covering all disciplines of Naval Architecture and Civil Marine Engineering.

- Successful refloating removal of the 278,734 dwt M/V Wesser Ore grounded at Tubarao, Brazil. Work scope included structural calculations necessary to refloat the vessel and establish a state static equilibrium with sufficient stability to transit the Atlantic and Indian Oceans such that the vessel could be scrapped in China. Onsite structural calculations were also required by Chinese officials to allow for unloading and scrapping.

- Successful refloating of the M/V Galapagos Discovery (87m x 14.6m) in the Panama Canal. Work scope included calculations necessary to allow for par buckling of vessel from loaded dump scows with the assistance of lateral resistance PZ-piles and final stability to allow for refloat and transit to offshore scuttling site.

- Removal of New Carissa, Coos Bay Oregon, Work includes salvage planning design of tower structure on sheet piles and a teleferic from shore 1,000 feet out to a jack-up platform for wreck removal operations.

GENERAL MARINE ENGINEERING Mechanical design work and calculations associated with electrical (AC/DC 1P/3P), inert gas, piping, vapor, gas, hydraulic, compressed air and any other systems related to vessels of all sizes and types. New construction and retrofitting of product carriers, bulk carriers, passenger vessels and all other types of vessels. Significant stability work and related approvals associated with various passenger vessels, bulk carriers, product carriers, pleasure craft and all other sorts of vessels. Approval from classing agencies such as the American Bureau of Ships, the United States Coast Guard, Lloyds of London, the Maritime and Coastguard Agency, Germanischer Lloyd and other regulatory agencies. Work related to high-speed craft, littoral assault craft, and fast catamaran in and offshore.

LICENSES/CERTIFICATIONS

Certified General Contractor in the State of Florida (CGC1506240 / CA29493)
 Certified Plumbing Contractor in the State of Florida (CFC1430025)
 National Council of Examiners for Engineering and Surveying Certified (No. 30955)
 Certified PE, in Naval Architecture / Marine Engineering & Mechanical Engineering
 Registered Professional Engineer in the State of Florida (FL Reg. No. 54750)
 Registered Professional Engineer in the State of Texas (TX Reg. No. 99147)
 Registered Professional Engineer in the State of Oregon (OR Reg. No. 80337)
 Registered Professional Engineer in the State of U.S.V.I (U.S.V.I. Reg. No. 1006E)

CONTACT US

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 info@indepthservicesinc.com

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1473 Old Haw Creek Rd. Bunnell FL 3211



CASEY JENINGS



PROJECT MANAGER/SATURATION DIVE SUPERVISOR

casey@indepthservicesinc.com

EXPERIENCE

DEPLOYMENTS and PROJECTS

Current Project Superintendent, Diving Supervisor
Florida, Marine Repairs, Underwater Burning Operations, Inspection,
Penetration Diving, Dam Repair, Subsea Screen Installation

2016 - 2024 Superintendent/Project Manager, DSV Statfjord
Saint Eustatius, PLEM Removal and Installation, Span Mitigation, SPM
Removal and Installation, Marine and Field Maintenance and Inspection

2015/2016 Project Manager/Diver/Logistics
Wrights Reservoir, Mt Pisgah, Full demo and replacement of components in
100yr old outlet works

2014 Dive Superintendent, DSV Swordfish
Subsea 7-30 and 36" Pipeline and Riser Installation, Bay of Campeche, MX

2013 Dive Superintendent, DSV Lewek Toucan
Subsea 7-36" Riser and pipeline Installation, Bay of Campeche, MX

2013 Dive Superintendent, Crossmar 14
Walther Oil and Gas- Well Intervention

2013 - ROV Superintendent, DSV Swordfish
Seipem- Lift crossing and install grout bag for separation, EB 994

2013 - ROV Superintendent, DSV Swordfish
BHP- Jumper, EFL, and HFL re-route

2013 - ROV Superintendent, DSV Swordfish
Mobilization on XLS 17- Gulf Copper Galveston

2012 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- ST 151; ST 51CH

2012 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- EC 272; ST 151G

2012 - ROV Shift Supervisor, RSV Viking Poseidon
BP- BP's Atlantis field. Hydrate Remediation

2011 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- EI 272E; EI 272A

2011 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- EI 339C

2011 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- ST 151; EI 313; 338; EC 272

2011 - Saturation Dive Supervisor, DSV Viking Poseidon
BWO- Offshore Boston Harbor (Control Umbilical Removal and Installation)

2011 - Saturation Dive Supervisor, DSV Viking Poseidon
BWO- Mobilization of SAT V in Galveston

2010 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- ST 151; EI 313; 338; EC 272

2010 - Saturation Dive Supervisor, DSV Normand Clipper
Chevron's Hurricane Restoration Team- ST 151; EI 313; 338

2010 - Saturation Dive Supervisor, DSV Swordfish
Chevron's Hurricane Restoration Team- ST 151; EI 313; 338

CERTIFICATIONS

Commercial Diving Certification
ADCI Certified Saturation Diving Supervisor
CPR/First Aid/AED
API Certified Rigging
IMCA Bell Diving Supervisor
Offshore Water Survival
HDPE Pipe Welding
Personnel Transfer Basket
STCW
CPR/First Aid/AED

PROFILE

Casey currently has over 26 years experience in the commercial diving and marine construction field.

WORK HISTORY

COMPANY	POSITION	DATES
In Depth, Inc.	Project Manager/Dive Supervisor	Jul 2024 - current
JW Van Stee	Project Manager/Field Superintendent	Nov 2016 - Jun 2024
REDS Caribbean	Project Manager/Saturation Diving /Supt	Feb 2016 - Oct 2016
Inland Potable Services	Project Manager	Jan 2015 - Aug. 2016
Ranger Offshore Inc.	Saturation Dive Superintendent	May 2013 - Jan 2015
Veolia Environmental Services	Saturation Dive Supervisor/ ROV Shift Supervisor	July 2008 -May 2013
Deep Marine Technologies	Saturation Dive Superintendent	April 2008 -July 2008
Cal Dive International	Saturation Dive Supervisor	January 2007 - April 2008
International SubSea	Offshore Manager	May 2006 -January 2007
Torch Inc	Project Manager/Saturation Diving /Supt.	Sept 1999 - May 2005
Global Divers	Surface Diver	June 1998 - Nov 1998

Proficient with

- Cold Cutting Tools
- Underwater Burning
- Crane Operations
- Jetting
- Excavating
- Torque Tools
- Oil and Gas Operations
- UT Inspection
- Surface Diving
- Pipeline Construction
- Saturation Diving
- Logistics
- Surface Dive Supervisor
- Project Management
- Saturation Dive Supervisor
- Accounting
- Basic skills in Hydraulic, Electrical, and Pneumatic equipment
- Hydrostatic Testing Operations
- Salvage
- Rigging
- ABS Inspections
- ROV Operations

CONTACT US

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ADRIAN ESTRADA



DIVING SUPERVISOR/COMMERCIAL DIVER info@indepthservicesinc.com (386) 202-2711

EXPERIENCE PROFILE

PROJECTS

Commercial Air Dive Supervisor In Depth Inc since 2021 - Various Projects
 Commercial Air Diver In Depth Inc 2018- 2021 - Various Projects
 Mobilize Equipment
 Drive company trucks and trailers
 Working at heights
 Travel state to state as needed
 Underwater construction and inspections
 Report Writing
 Equipment Maintenance
 Train new employees
 Fabrication & Welding

EDUCATION

CDL License in Commercial Driving
 U.S. Truck Driving School - Wheat Ridge, CO May 2017 to June 2017
 Commercial Diving in Education/Training
 CDA Technical Institute - Jacksonville, FL March 2014 to July 2014
 Diploma in Welding
 Lincoln College of Technology - Denver, CO November 2012 to July 2013

Highly motivated and professional Commercial Diver and Project Manager with 9+ years of experience. Proficient in managing a team, back end paperwork and report writing, and communicating with internal and external stakeholders.

Possess exceptional timeliness and quick learning skills with a proven ability to work independently and as part of a team. While constantly acquiring new skills and certifications to keep growing his professional career as a commercial diver and Project Manager.
 Full time employee of In Depth, Inc. since 2018.

CERTIFICATIONS

Diver Certification Board of Canada (D.C.B.C.) - Unrestricted Surface Supplied Commercial Diver
 Association of Commercial Diving Educators (A.C.D.E.) - Air/Mixed Gas Commercial Diver
 American Petroleum Institute Rigging Standards (API PR-2D) - Certified
 OSHA, Haz-Mat/Hazwoper procedures (40 Hours)
 Non Destructive Testing (N.D.T.) Level I & II U/W VT., U.T. & M.P.I.
 First Aid, C.P.R., Oxygen Provider & Automated Defibrillator Qualification
 National Center for Construction Education and Research (NCCER) - basic safety and power tool Safety Certification
 Class A Commercial Drivers License

PREVIOUS PROFESSIONAL EXPERIENCE

COMMERCIAL TRUCK DRIVER

J Estrada LLC - Brighton, CO
 June 2017 to Feb 2022

- Operate manual transmission semi truck safely to and from job sites Load and unload frac sand safely using blower and hoses.
- Fill out log book, bill of lading, and other general paperwork.
- General maintenance on truck and trailer

WELDER/FABRICATOR

Imperial Welding & Repair LLC - Denver, CO April 2017 to May 2017
 Armstrong Steel - Englewood, CO February 2016 to April 2016
 Wanco Inc. - Arvada, CO February 2015 to May 2015
 LEED Fabrication Services, Inc - Brighton, CO August 2013 to February 2014 Inland

COMMERCIAL DIVER/TENDER

Potable Services, Inc. - Centennial, CO April 2016 to April 2017
 Specialty Diving - Loranger, LA - May 2015 to February 2016
 C-Dive LLC - Houma, LA - August 2014 to February 2015



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KENNETH KELLY-LEWIS



DIVING SUPERVISOR/COMMERCIAL DIVER kenny@indepthservicesinc.com (386) 202-2771

EXPERIENCE PROFILE

PROJECTS

Elevated sound suppression NASA water tower inspection - Titusville, FL
65 ft derelict vessel Salvage and Disposal - Volusia County, FL
55 ft derelict vessel Salvage and Disposal - Volusia County, FL
25 ft derelict vessel Salvage and Disposal - Volusia County, FL
Water storage tank maintenance and inspection - Georgia
72 in Intake structure valve removal / salvage - Tampa, FL
Underwater theater stabilization & Anode install - Weeki Wachee, FL
Draw-down structure / Gravity Dam inspection - Bay County, FL
RCM Construction - Installation of outfall screens, The Villages, FL
Pile Installations, various locations throughout the State of Florida.

CERTIFICATIONS

Diver Certification, Board of Canada (Certificate of Medical Fitness)
Diver Certification, Board of Canada (Occupational Diver Certificate of Competency)
International Consensus Standards for Commercial Diving and Underwater Operations, ADACI
Top Side Welding for Commercial Divers HAZMAT/HAZWOPER Certification
NDT Certification Nondestructive Testing (NDT) Level 1 & II - U/W VT, UT & MPI in accordance with American Society of Nondestructive Testing (ASNT) Standards.
o Underwater Visual Testing (U/W VT)
o Ultrasonic Testing (UT)
Unrestricted Surface Supplied Air Diver (Commercial Diver Technologies, LLC)
Job Safety/Hazard Analysis (JSA) Certificate (Commercial Diver Technologies, LLC)
Basic Offshore Survival Training (Commercial Diver Technologies, LLC)
Marine Rigging Safety (API RP 2D) - OSHA Compliant Training (Gulf Regional Industrial Training)
Basic Offshore Safety Induction and Emergency Training w/ CA-EBS (Crescent Safety Services, LLC)
CPR/AED/First Aid (National CPR Foundation)
IADC RigPass (RelyOn Nutec USA, LLC)
OPITO Certification (Crescent Safety Services, LLC)
TWIC Certification (Transportation Security Administration)
Nitrox Diver (NAUI Worldwide)
Open Water Scuba (NAUI Worldwide)
Surface Supplied Air Diver (Association of Diving Contractors International)
Oxygen First Aid for Scuba Diving Injuries (DAN - Your Dive Safety Association)

Certified Dive Supervisor Kenneth Kelly-Lewis has extensive hands-on experience carrying out seamless commercial diving operations / projects, including underwater repairs, installations, salvage, burning and welding. He is a committed individual, with a reputation for identifying and implementing feasible solutions to resolve and mitigate emergent issues. Kenny has proven expertise in maintaining safety by adhering to regulatory standards, and reiterating to his crews the important role that safety and security plays on the project site. He is a reliable and open-minded individual who performs well in fast-paced and challenging environments whilst considering operational expectations.

Kenneth has dedicated his time to furthering his education to set him apart in the work force. Kenneth attended Indiana University of Pennsylvania for Business Management with a minor in human resources. Upon graduation, Kenneth attended a technical college where he earned a degree in specialized technology with a minor in blueprint reading.

Kenneth has in addition worked as a welder constructing radio frequency proof rooms for military contracts and hospital installations. Kenny later became an upfitter/welder for government vehicles.

Graduating top of his commercial dive school class, Kenneth was employed immediately after obtaining his commercial diver certifications. Kenneth spent 6 months in the Gulf of Mexico assisting in Saturation Diving operations as well as Oil Platform demolition and oil pipeline bypass operations.

Since joining In Depth, Inc. Kenneth performs various tasks, and as Dive Supervisor, Kenneth has a 100% success rate managing projects, finishing them safely, on schedule and within budget.

Currently, Kenny is the lead Dive Supervisor for In Depth's Potable Diving Operations and as a team leader is driven by a strong work ethic that includes:

- Consistent Punctuality: Always arriving on time for appointments, meetings, and tasks.
- Dedication: Committing to the job at hand and giving it 100% until completion.
- Reliability: Team mentor, consistently meeting or exceeding expectations.
- Discipline: Maintaining focus on tasks and not letting distractions hinder performance.
- Attention to Detail: Ensuring every aspect of a task is done correctly.

As a seasoned ADACI Certified Commercial Dive Supervisor, I have successfully overseen a variety of complex underwater projects. My expertise includes offshore pipe installations, large pipe outfall screen installations, and critical bridge work that has facilitated the opening of main roads. Additionally, I have managed pipe protection projects involving the laying of concrete to safeguard electrical lines, as well as extensive pile installations spanning from Miami to Ft. Lauderdale.

My comprehensive experience ensures the highest standards of safety and efficiency in all diving operations.

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

INDEPTHSERVICESINC.COM

1473 Old Haw Creek Rd. Bunnell FL 3211

SECTION 2



JACOB McELWEE



DIVING SUPERVISOR/COMMERCIAL DIVER info@indepthservicesinc.com (386) 202-2711

EXPERIENCE PROFILE

PROJECTS

Air Dive Supervisor: In Depth Inc since November 2022

EDUCATION

Commercial Diving Academy Technical Institute,
Jacksonville, FL Sept. 2015-Feb. 2016

TWIC Card

Nondestructive Testing Levels 1&2

First Aid, CPR, AED, and O2 Provider training

Topside Welding for Commercial Divers

HazMat / Hazwoper training

Offshore survival

CERTIFICATIONS

Diver Certification Board of Canada (DCBC) Certified
Unrestricted Surface Supplied Diver

Association of Commercial Diving Educators (ACDE)
Air/Mixed Gas Commercial Diver

ACDI Air Diver

NCCER Rigging Fundamentals
Class 7 Rough Terrain Forklift
Wyoming Boating License

Highly motivated and professional Commercial Diver and Dive Supervisor. Proficient in managing teams, associated paperwork and report writing, and communicating with internal and external stakeholders.

Diver/Supervisor (Nov 2022 - May 2023)

- Supervised water holding tank cleaning, inspections, and repairs
- Conducted visual inspections of dams across Florida
- Completed various construction projects such as pile and plug installations
- Assisted with the rehabilitation and recertification of neglected diving equipment acquired from another company including hats, umbilicals, and divers air supply manifolds

Diving Operations Supervisor (Jan 2024- Present)

- Supervision of dive teams on multiple construction and inspection projects
- Applying mechanical skills to keep equipment and tools operational to keep jobs on schedule
- Managing administrative tasks including daily logs, payroll, inspection reports, and JSA paperwork

PROFESSIONAL EXPERIENCE

Midco Diving and Marine Services Winter/Spring 2016

Potable Diver

Potable water tank work in various locations in Colorado and New Mexico under AWWA standards

Inland Potable Services March-October 2016

Potable Diver

Water holding tank cleaning, inspections, and repairs.

Marine Diving Solutions January 2017-April 2019

Diver & Supervisor

Completed water holding tank cleaning, inspections, and repairs, managed hazmat diving operations in wastewater treatment plants, supervised potable diving team for one year, conducted inspection, repair, and full gate replacements at various dams in Colorado, New Mexico, and Puerto Rico, operated heavy equipment (excavators, cranes, forklifts, skid-steers, man lifts) and extensive hand tools including hydraulic, pneumatic, and electric tools.

Maris Inc June 2019-March 2022

Diver

Marine construction projects on USN & USCG waterfronts and piers over the US, including dredging, pile jacket installation and concrete pumping, concrete repair and finishing, dock float replacement, wave screen replacement, anode and cathodic protection systems installation and inspection. Operated heavy equipment (Vessels, forklifts)

Winspear Construction October 2023-January 2024

Diver

US Coast Guard waterfront repair project at the Tongue Point USCG Base, completed under pier repair activities using heavy timbers and c-channel. Proficient in using various tools and equipment including extendable forklifts, chain saws, and other various powered hand tools.

BMC Diving Inc.

Pier and dolphin repairs at General Dynamic's Bath Iron Works, including pile jackets, anode installation, rigging & signaling, high psi water blasting, and coating repairs, underwater welding and burning operations. Completed multiple hydroelectric dam projects including stop log installation, trash rack inspection, and stop log guide installation.

CONTACT US

Office: (386) 202-2771

Emergency: (386) 986-8177

info@indepthservicesinc.com

INDEPTHSERVICESINC.COM

1473 Old Haw Creek Rd. Bunnell FL 3211





In Depth Inc. Personnel

Association of Diving Contractors International



Cert. # 64397
Expires 04/14/2027



MIXED GAS DIVING SUPERVISOR
ZACHARY J. ROGERS I.D. 538913266
Commercial Diver Certification Card

Diver Certification **Occupational Diver**
Canada **Certificate of Competency**



Last Name Rogers
First Name Zachary J.
Born 19 November 1992
Certificate # 20140742
Expires 17 April 2027
DCBC Since October 2014
Endorsements See over

Unrestricted Surface Supplied Diver

Association of Diving Contractors International



Cert. # 61533
Expires 09/26/2030



SURFACE SUPPLIED AIR DIVING SUPERVISOR
ADRIAN ESTRADA I.D. E610-847-92-100-0
Commercial Diver Certification Card

Association of Diving Contractors International



Cert. # 65752
Expires 03/15/2028



SURFACE SUPPLIED AIR DIVING SUPERVISOR
JACOB R. MCELWEE I.D. 109598-110
Commercial Diver Certification Card

Association of Diving Contractors International



Cert. # 65211
Expires 03/27/2028

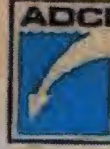


SURFACE SUPPLIED AIR DIVING SUPERVISOR
KENNETH TRE KELLY-LEWIS I.D. K442-518-95-349-0
Commercial Diver Certification Card

Association of Diving Contractors International



Cert. # 18061
Expires 12/01/2028



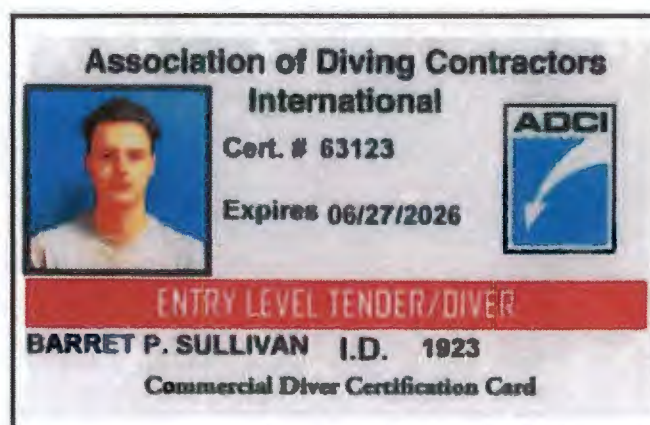
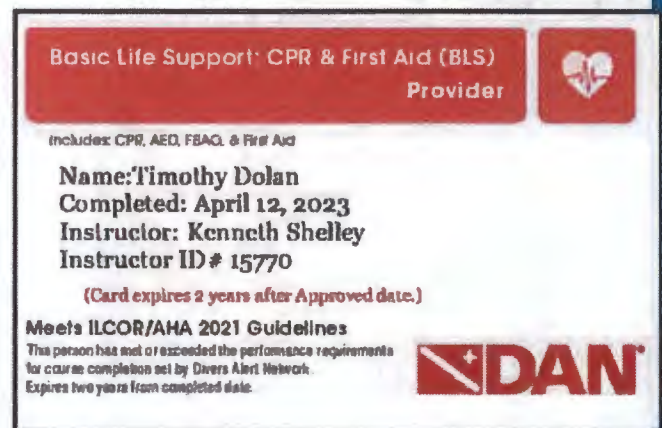
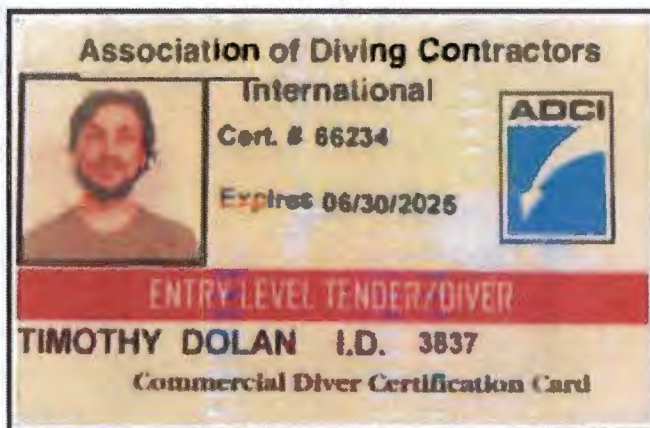
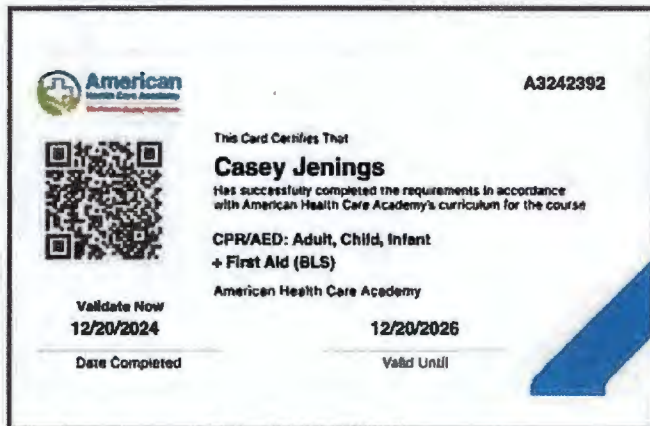
BELL SATURATION DIVE SUPERVISOR
CASEY J. JENINGS I.D. 475534210
Commercial Diver Certification Card

SECTION 2

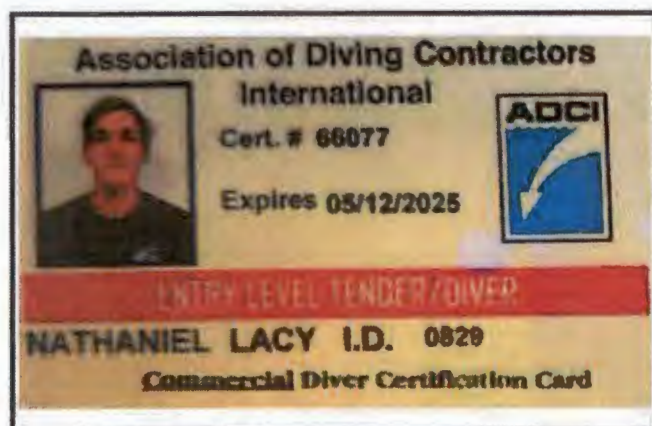
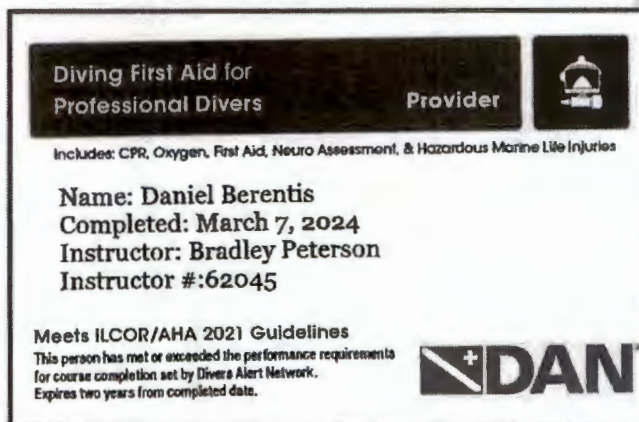
In Depth Inc. Personnel



In Depth Inc. Personnel



In Depth Inc. Personnel



In Depth Inc. Personnel

Association of Diving Contractors International
 Cert. # 65262
 Expires 11/18/2024



ENTRY LEVEL TENDER/DIVER
LEACOCK SELIK I.D. 7694
 Commercial Diver Certification Card

Meets ILCOR/AHA 2015 Guidelines



**Basic Life Support
CPR and First Aid**

PROVIDER

Name: Selik Leacock
 Approved: October 11, 2022
 Instructor: Kenneth Shelley ID# 15770

(Card expires 2 years after Approved date.)

This person has met or exceeded the performance requirements for course completion as set by Divers Alert Network, 5 W Carey Place, Durham, NC 27705.



Association of Diving Contractors International
 Cert. # 66975
 Expires 12/21/2025



INTERNATIONAL ENDORSEMENT
ENTRY LEVEL TENDER/DIVER
ANTHONY G. CARTER I.D. 6905
 Commercial Diver Certification Card

Diving First Aid for Professional Divers

Provider



Includes: CPR, Oxygen, First Aid, Neuro Assessment, & Hazardous Marine Life Injuries

Name: Anthony Carter
 Completed: July 3, 2023
 Instructor: Bradley Peterson ID# 62045

(Card expires 2 years after Approved date.)

Meets ILCOR/AHA 2021 Guidelines
 This person has met or exceeded the performance requirements for course completion as set by Divers Alert Network.
 Expires two years from completed date.



SECTION 2

Association of Diving Contractors International
 Cert. # 68135
 Expires 08/29/2026



INTERNATIONAL ENDORSEMENT
ENTRY LEVEL TENDER/DIVER
WILLIAM RYNE SCOTT I.D. 4461
 Commercial Diver Certification Card

Diving First Aid for Professional Divers

Provider



Includes: CPR, Oxygen, First Aid, Neuro Assessment, & Hazardous Marine Life Injuries

Name: William Scott
 Completed: March 20, 2024
 Instructor: Bradley Peterson
 Instructor #: 62045

Meets ILCOR/AHA 2021 Guidelines
 This person has met or exceeded the performance requirements for course completion as set by Divers Alert Network.
 Expires two years from completed date.



In Depth Inc. Personnel

Association of Diving Contractors International



Cert. # 64571

Expires 05/24/2027



SURFACE-SUPPLIED AIR DIVER

NASH COLEMAN I.D. 2979

Commercial Diver Certification Card

M&A Safety Services

137-151-4045



Nash Coleman

Thru Diving Services

Association of Diving Contractors International



Cert. # 07986

Expires 07/24/2026



INTERNATIONAL ENDORSEMENT

ENTRY LEVEL TENDER/DIVER

BRADLEY MACK I.D. 0744

Commercial Diver Certification Card

Diving First Aid for Professional Divers **Provider**



Includes: CPR, Oxygen, First Aid, Neuro Assessment, & Hazardous Marine Life Egress

Name: Bradley Mack
Completed: July 10, 2024
Instructor: Bradley Peterson
Instructor #: 62045

Meets ILCOR/AHA 2021 Guidelines
This person has met or exceeded the performance requirements for course completion set by Divers Alert Network. Expires two years from completed date.



Association of Diving Contractors International



Cert. # 68291

Expires 09/26/2026



INTERNATIONAL ENDORSEMENT

ENTRY LEVEL TENDER/DIVER

AUSTIN SCOTT I.D. 0140

Commercial Diver Certification Card

Diving First Aid for Professional Divers **Provider**



Includes: CPR, Oxygen, First Aid, Neuro Assessment, & Hazardous Marine Life Egress

Name: Austin Scott
Completed: April 16, 2024
Instructor: Bradley Peterson
Instructor #: 62045

Meets ILCOR/AHA 2021 Guidelines
This person has met or exceeded the performance requirements for course completion set by Divers Alert Network. Expires two years from completed date.



SECTION 2

LICENSEE DETAILS

10:34:44 AM 4/11/2023

Licensee Information

Name:	NORTON, ROBERT J. (Primary Name)
Main Address:	821 S. NEWPORT AVE. TAMPA Florida 33606
County:	HILLSBOROUGH

License Information

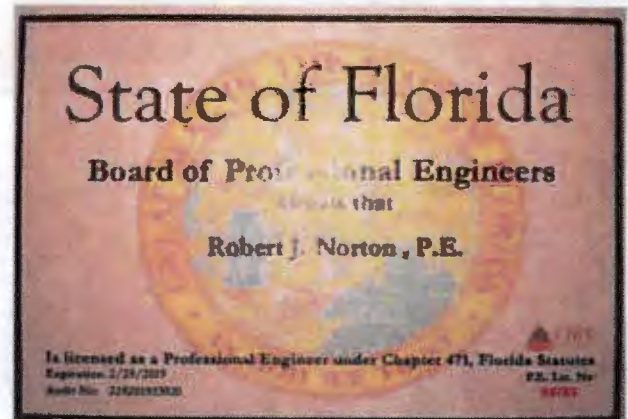
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	54750
Status:	Current,Active
Licensure Date:	07/26/1999
Expires:	02/28/2025

Special Qualifications**Qualification Effective**

Advanced Building Code Course Credit	11/28/2018
---	------------

Alternate Names

GC License (SWC CGC1506240)



SECTION 2

State of Florida

Minority Business Certification

In Depth Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

03/18/2025



03/18/2027

Pedro Allende
Florida Department of Management Services



Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd



Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

IN DEPTH INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541990, 561790, 561990, 624230

Samuel (Sammy) Febres
DBE & Small Business Development Manager
Florida Department of Transportation



Adportal Self Service Advertising x DBPR - ROGERS, ZACHARY; Doin x

https://www.myfloridalicense.com/LicenseDetail.asp?SID...

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

3:21 37 PM 9/19/2024

ONLINE SERVICES

- Apply for a license
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- ABST Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name:	ROGERS, ZACHARY (Primary Name) IN DEPTH INC. (DBA Name)
Main Address:	1473 OLD HAW CREEK RD. BUNNELL Florida 32110
County:	FLAGLER
License Location:	1473 OLD HAW CREEK RD BUNNELL FL 32110
County:	FLAGLER

License Information

License Type	Certified Specialty Contractor
Rank:	Cert Specialty
License Number:	SCC131152633
Status:	Current/Active
Licensure Date:	01/18/2022
Expires:	08/31/2026

Special Qualifications

Construction Business	01/18/2022
Marine Specialty Contractor	01/18/2022

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2001 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to the entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee. However, email addresses are public records. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Breaking news Israel Launches... 3:22 PM 9/19/2024



FLORIDA DEPARTMENT OF STATE

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /[Previous On List](#) [Next On List](#) [Return to List](#)

In Depth, Inc

[Events](#) [Name History](#)**Detail by Entity Name**Florida Profit Corporation
IN DEPTH INC.**Filing Information**

Document Number	P17000041163
FEI/EIN Number	82-1293180
Date Filed	05/05/2017
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	02/27/2018
Event Effective Date	NONE

Principal Address1473 Old Haw Creek Rd
Bunnell, FL 32110

Changed: 03/22/2022

Mailing Address1473 Old Haw Creek Rd
Bunnell, FL 32110

Changed: 03/22/2022

Registered Agent Name & AddressROGERS, ZACHARY J
1473 Old Haw Creek Rd
Bunnell, FL 32110

PROJECT NAME: Riverdale Boat Launch Ramp Dredging

PROJECT OWNER: St Johns County

POINT OF CONTACT: Phyllis Thorpe - **Cell** 904-669-0787 **Email** pthorpe@sjcf.us

DESCRIPTION: Dredging the BLR and approaches, and installation of two permanent timber piles.

PROJECT BUDGET: \$143,500.00

FINAL COST: \$152,130.00

TIMEFRAME: August/September 2023

PROJECT NAME: City Marina Repairs

PROJECT OWNER: City of New Smyrna Beach

POINT OF CONTACT: Adam Lucey (Taylor Engineering - City Rep) - **Cell** 321-537-2272 **Email** alucey@taylorengineering.com

DESCRIPTION: Repair and refurbishments of the entire City Marina Floating and Fixed Docks

PROJECT BUDGET: \$297,360.00

FINAL COST: \$607,982.10 (The project plans were based on a substandard inspection report that omitted serious defects throughout the structures.)

TIMEFRAME: July 11th 2024 - October 6th 2024

PROJECT NAME: Timber Piles and Navigation Markers

PROJECT OWNER: Pinellas County

POINT OF CONTACT: Mike Levecque, Marine Safety Coordinator, Pinellas County Public Works - **Cell** 727-464-8764 **Email** mlevecque@pinellas.gov.

DESCRIPTION: As Needed Fabrication of Anchors and Installation of Timber Piles and Navigation Markers in Waterways

PROJECT BUDGET: Service contract, multiple years, currently extended through 2026.

FINAL COST: Total to date is: \$354,250.00

TIMEFRAME: 2022-2026

PROJECT NAME: Lake Talquin Dam Repairs

PROJECT OWNER: FDEP

POINT OF CONTACT: Richard Rowe, Construction Section Leader - **Cell** 850-756-0107 **Email** richard.j.rowe@FloridaDEP.gov

DESCRIPTION: Concrete and extensive scouring repairs, radial gate repairs

PROJECT BUDGET: \$96,400.00 with alternates 1 and 2

FINAL COST: Approval for alternate works added to the original project budget: Total \$432,650.00

TIMEFRAME: Contract signed November 2023 - completed operations July 11 2024

PROJECT NAME: FY SIP Inspections

PROJECT OWNER: South Florida Water Management District (SFWMD)

POINT OF CONTACT: Dora C. Dixon, CPPB, FCCM - **Cell** 561-682-6420 **Email** ddixon@sfwmd.gov

DESCRIPTION: Inspections and repairs. Commercial diving services for the interior & exterior evaluations of all potable & reclaimed water structures district-wide,

PROJECT BUDGET: \$240,825.00+

FINAL COST: \$240,825.00+

TIMEFRAME: 2023/26 - current service contract (call-out projects)

APPROACH/METHODOLOGY

Our company, based in neighboring Flagler County, is strategically positioned to mobilize and respond rapidly to dredging service requests throughout St. Johns County. With extensive experience in both hydraulic and mechanical dredging, we deliver efficient, environmentally responsible, and cost-effective solutions for sediment removal and waterway maintenance on an as-needed basis.

HYDRAULIC DREDGING APPROACH

For projects requiring precision and minimal disturbance, we deploy 4" to 8" hydraulic dredge pumps and systems. Our approach includes:

- **Site Assessment:** Conducting pre-dredge surveys to define sediment characteristics and volumes.
- **Deployment:** Utilizing modular, portable hydraulic dredge systems capable of rapid setup and demobilization.
- **Operation:** Pumping sediments through floating discharge pipelines to designated containment or dewatering areas / containers with controlled flow rates to minimize turbidity.
- **Monitoring:** Continuous monitoring of turbidity and discharge quality to ensure compliance with environmental and County standards.

MECHANICAL DREDGING APPROACH

- For areas requiring bulk material removal, we utilize our long reach excavator and support equipment.
- **Access Preparation:** Establishing stable work pads or barge platforms for excavator operation.
- **Material Handling:** Precise removal and placement of dredged material into approved containment areas or haul trucks for offsite disposal.
- **Site Restoration:** Grading and stabilizing disturbed areas upon completion to restore natural conditions and ensure safety.

SAFETY, ENVIRONMENTAL, AND QUALITY CONTROL

Safety and environmental protection are central to our operations. Our crews are fully trained and certified in commercial diving, and environmental best practices. We adhere to all applicable Federal, State, and County regulations and maintain active communication with County representatives throughout each project phase. Daily inspections, progress documentation, and QA/QC checklists are performed to ensure project integrity and accountability.

MOBILIZATION AND RESPONSIVENESS

Being located in adjacent Flagler County allows us to deploy personnel and equipment promptly, minimizing response times and ensuring the County's needs are met efficiently on an as-needed basis. Our fleet and equipment are maintained in a state of readiness for rapid mobilization to any St. Johns County site.

APPLICABLE ASSETS

HEAVY EQUIPMENT

Asset Name	Description
Yale 6000	Forklift Yale 6000
Yale 5000	Forklift Yale 5000
2014 John Deere	319E Skid Loader
IHI Excavator	
Set of Forks	
Vibratory Skid Steer Roller	
Wolverine Brush Cutter	Black/Orange Brush Cutter Skid Steer Attachment
Hydraulic Grapple/Rake	Black Grapple for Skid Steer Attachment
Hydraulic Auger	Black/Orange Auger Skid Steer Attachment
SCAG/COUGER/ MOWER	ORANGE SIT MOWER
TORO RAKE	CLAW - Hydraulic Attachment

Asset Name

2017 Dodge Ram 2500
 2019 Dodge Ram 2500
 2021 Dodge Ram 3500
 2022 Dodge Ram 5500
 2023 Dodge Ram 3500

Description

6.7 Cummins
 6.7 Cummins
 6.7 Cummins
 6.7 Cummins
 6.7 Cummins

Asset Name

2015 Crane Barge
 27' Dump Barge
 Section Barge
 Section Barge
 Suzuki 200HP Outboards
 Suzuki 200HP Outboards

Description

Life Tyme
 Barge "B" - port barge
 Barge "C" - Starboard barge
 White Twin Engine
 White Twin Engine

Asset Name

Sea Scooter
 Video Ray ROV Pro 4
 Video Ray ROV Pro 4 - CPU
 Video Ray Tether
 Video Ray Tether
 Video Ray Gear Box
 Video Ray Explorer - CPU
 Video Ray Explorer
 Pipe Crawler Robot (PCR)
 Push Camera Yellow Cord
 Push Camera Excessories
 Push Camera Controller
 Mavric Drone
 Mavric Drone 2 Zoom
 Mavric Drone 2 Controller
 Teledyne ROV w/ Tether
 Video Ray Box

Description

Yamaha Black and Blue
 Yellow w/ Black Pelican Case
 Dell CPU w/ Pelican Case
 Yellow - 220' ft - Negative
 Yellow - 330' ft - Neutral
 LG Black Pelican Case - Micelaneous Gear
 Black Pelican Case
 Yellow w/ Black Pelican Case

Black/Red Toolbox
 Orange Box
 Grey/Black/Gold
 Grey/Black/Gold
 Apache 1500 Box

Asset Name

HPU 4 or 8gpm
 HPU 4-11 GPM
 HPU 4-10 GPM
 HPU
 HPU
 HPU
 HYDRAULIC LINES

Description

Stanley- orange- 570cc
 Large Yellow Honda
 Little Yellow Honda
 Silver w/ Honda Engine Model EE10618-1
 Dump Barge HPU
 Hurst
 HURST ORANGE/MAROON 50' ft sections

Asset Name

2" trash pump
 2" Trash Pump
 3" Trash Pump
 3" Trash Pump
 3" trash pump
 3" trash pump
 3" Trash Pump
 3" trash pump
 4" trash pump
 Electric Submersible
 4" Submersible Pump Hydraulic

Description

Predator
 Predator
 Wacker PT3A
 Honda WT30X
 Honda WT30X
 Honda WT30X
 Honda WT30X
 Honda WT30X
 BE Honda GX360
 Whacker Model PS33703
 Jihostraj PN 1849301 TM3-22R

Asset Name

Stanley Circ Saw CO25
 Stanley Circ Saw CO25
 Titan Circ. Saw TIT-16-CHS-8
 Stanley Chainsaw CS05
 Greenlee Chainsaw
 Stanley Chainsaw DS06
 Stanley Chainsaw CS06
 Stanley Chainsaw DS115
 Stanley Chipper CH18
 Stanley Chipper CH15
 Stanley Grinder GR30
 Hydraulic Impact
 Stanley Impact ID08
 Hycon Core Drill HCD25
 Matabo/Stanley hammer drill
 CS Unitec Hammer Drill 1
 CS Unitec Hammer Drill 2
 CS Unitec Hammer Drill 3
 Raging Armadilla pile auger
 Stanley Post driver
 3" Submersible Trash Pump
 4" Submersible Trash Pump
 Hydraulic Jack Hammer
 Hydraulic Jack Hammer
 Hydraulic Pryor
 Jaws of Life
 Jaws of Life
 Hydraulic Jack
 CS Unitec Wood Chainsaw
 Hydraulic Recip Saw w/ Stand
 Hydraulic Grinder

Hydraulic Lines
 Hydraulic Hoses
 Hydraulic Line Reel
 Hydraulic Hose Reel

Description

Black- 14in. wet/dry
 Black- 14in. wet/dry
 16in. wet/dry
 Black- 12-15in. bar
 13in. bar
 Black/Grey 13in. bar
 Black- 14in.-20in. Bar
 Yellow 15in.-18in. bar (concrete)
 Yellow- 18" Hydraulic Chipper
 Black- 15" Hydraulic Chipper
 Black/Yellow 9in. Disc
 Red- 1" Drive
 Black- 7/16 quick chuck
 Red/Gray 1"-4"
 HD08 SDS Plus
 Yellow- Spetnaz Model No. 2406
 Yellow- Spetnaz Model No. 2406
 Yellow- Spetnaz Model No. 2406
 Black
 Orange
 Stanley- Yellow
 Aluminum Trash Pump
 Stanley Orange
 Stanley Yellow
 Hurst- Black/Gold/Silver
 Hurst- Black/Gold/Silver
 Hurst- Black/Gold/Silver
 Hurst- Black/Gold/Silver
 Yellow- Red Hoses
 Green Sawzall w/ Stand
 Red- Angle Grinder

BLACK 50' FT SECTIONS
 Black - approx. 350'
 HYDRAULIC REEL/ SILVER/RED HANNAY
 600' Blue

PRICING



RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "L"
REVISED PRICING

SECTION 5

	Quantity:<1000 Cubic Yards	Quantity:1001-5000 Cubic Yards	Quantity:>5000 Cubic Yards
Mobilization	\$ Lump Sum \$10,000.00	\$ Lump Sum \$15,000.00	\$ Lump Sum \$20,000.00
Demobilization	\$ Lump Sum \$5,000.00	\$ Lump Sum \$7,500.00	\$ Lump Sum \$10,000.00
Hydraulic Dredging	\$ Per Cubic Yard \$225.00	\$ Per Cubic Yard \$215.00	\$ Per Cubic Yard \$195.00
Mechanical Dredging	\$ Per Cubic Yard \$275.00	\$ Per Cubic Yard \$250.00	\$ Per Cubic Yard \$225.00
Hauling	\$ Per Mile \$100.00	\$ Per Mile \$250.00	\$ Per Mile \$500.00
Disposal	\$ Per Cubic Yard \$50.00	\$ Per Cubic Yard \$40.00	\$ Per Cubic Yard \$30.00
Site Restoration	\$ Lump Sum \$10,000.00	\$ Lump Sum \$10,000.00	\$ Lump Sum \$10,000.00
Debris/ Vessel Removal	\$ Per Ton \$3,000.00	\$ Per Ton \$3,000.00	\$ Per Ton \$3,000.00
<u>TOTAL</u>	\$28,650.00	\$36,255.00	\$43,950.00

ADMINISTRATIVE INFORMATION



ADDENDUM #1

September 24, 2025

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No: 2254 "Countywide Dredging Services"

This Addendum #1 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must submit a copy of each signed addendum with their Proposal as provided in the RFP Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

1. This clarification is being issued due to the premature advertisement of the RFP in the St. Augustine Record on August 27, 2025 and September 3, 2025. The correct due date is Thursday, October 30, 2025 @ 4:00 PM.

SECTION 6

SUBMITTAL DEADLINE FOR PROPOSALS IS: THURSDAY, OCTOBER 30, 2025 @ 4:00 PM EDST

END OF ADDENDUM NO. 1

**ADDENDUM #2**

October 24, 2025

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No: 2254 "Countywide Dredging Services"

This Addendum #2 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must complete and submit Attachment "M", acknowledging all issued addenda with their Proposal as provided in the RFP Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

Bid submittals shall be limited to a total of 25 pages, excluding the first two pages, page separators, and attachments.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. I was unable to find a bid bond form in the RFP Document for the above-mentioned project. Is there one you would like for us to use, or is a standard AIA bid bond form sufficient?

Answer: Bid Bond not required for RFP 2254 Countywide Dredging Services.

2. Minimum qualifications, item 2, says must be a marine contractor. We have been in the dredging industry since 2005 here in Florida. We only perform work as a dredging contractor and have always operated under a Florida GC license. Can this requirement be waived? It may also help to know we perform a lot of work for the USACE and hold a MATOC contract with them as well.

Answer: YES, the Minimum Qualification requirement to be a "State of Florida Licensed Marine Contractor" can be waived as long as the firm has successfully completed, as the lead firm, a minimum of three (3) projects in the State of Florida in the last Five (5) years of similar size and scope to that described herein.

3. The bid schedule asks for the unit price per cubic yard to be written in alpha and numeric formats but only provides space one entry at the bottom of attachment L. If there are two methods of dredging (Hydraulic and Mechanical) and 3 different volume quantities for both hydraulic and mechanical (<1000CY, 1001-5000CY, and >5000CY), are we supposed to attach a separate sheet writing out each of those totals for each of the given CY volumes?

Answer: The unit prices listed on Attachment "L" can be listed in numeric format only, but must be legible.



4. How often is each ramp dredged during the 5 yr contract?

Answer: St. Johns County owns and maintains numerous boat ramps throughout the county, each requiring periodic maintenance dredging of adjacent waterways. The frequency and location of dredging activities depend on available funding, weather events, and boating activity. Under the five-year contract, it is anticipated that one boat ramp channel will be dredged each year, with the location rotating annually; however, this schedule may be adjusted as needed.

5. Historically what is the average cy removed from each ramp?

Answer: The required dredging frequency depends on the degree of sedimentation and spoil accumulation that has occurred in the channel since the last maintenance dredging. Because tidal activity and storm events can greatly influence sediment buildup, the rate of accumulation cannot be accurately predicted. Refer to the response to Question #4 and it is recommended that respondents review previous St. Johns County dredging projects on DemandStar to review pre-dredge surveys and the estimated cubic yard quantities identified for removal on those projects.

6. What is the average depth being dredged to?

Answer: These project sites possess dredging templates, previously permitted by the United States Army Corps of Engineers. The lengths and depths of the maintenance dredging varies. Also see responses to Question #4 and #5.

7. What size area is typically covered less than an acre or greater than?

Answer: See responses to Question #4, #5, and #6.

8. Could the spoil be open discharged a designated distance out away from ramp into deeper waters or must be hauled away?

Answer: No, open discharge is not permitted. Spoils must be transported to an approved disposal facility. Review Part II: Scope of Services, section B, of the IFB

SUBMITTAL DEADLINE FOR PROPOSALS IS: THURSDAY, OCTOBER 30, 2025 @ 4:00 PM EDST

END OF ADDENDUM NO. 2

**ADDENDUM #3**

October 29, 2025

To: Prospective Proposers
From: St. Johns County Purchasing Department
Subject: RFP No: 2254 "Countywide Dredging Services"

This Addendum #2 is issued for further Proposers' information and is hereby incorporated into the RFP Documents. Each Proposer must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must complete and submit Attachment "M", acknowledging all issued addenda with their Proposal as provided in the RFP Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFP Documents:

- See revised Attachment "L" Pricing form attached.

**SUBMITTAL DEADLINE FOR PROPOSALS IS HEREBY CHANGED TO: THURSDAY, NOVEMBER 6, 2025 @
4:00 PM EDST**

END OF ADDENDUM NO. 3

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF In Depth, Inc. (Proposer) being of lawful age and being duly sworn I, Zachary Rogers (Affiant) as President (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of 28th October, 2025.



Signature of Affiant

STATE OF FloridaCOUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28th day of October, 2025, by Affiant, who is personally known to me or has produced FL DL as identification.




Notary Public

My Commission Expires: 3/13/29

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "B"
PROPOSAL AFFIDAVITST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, Zachary Rogers (Affiant) who, being duly sworn, deposes and says he/she is President (Title) of In Depth, Inc. (Proposer) submitting the attached proposal for the services covered by the RFP documents for **RFP NO 2254; COUNTYWIDE DREDGING SERVICES.**

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

In Depth, Inc.

(Proposer Firm)

By Z.R.

(Affiant Signature)

Zachary Rogers, President

(Printed Name & Title)

10/28/25

Date of Signature

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28th day of October, 2025, by Affiant, who is personally known to me or has produced FL DL as identification.

D. Broadhurst
Notary PublicMy Commission Expires: 3/13/29

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES**ATTACHMENT "C"
CONFLICT OF INTEREST DISCLOSURE FORM**Project (RFP) Number/Description: RFP NO: 2254; Countywide Dredging Services

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.

Contractor are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractor, 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, and 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 Proposer 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 Proposer, 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.

Full Legal Name of Proposer:

In Depth, Inc.

Authorized Representative(s):



Signature

Zachary Rogers, President

Print Name/Title

Signature_____
Print Name/Title**RFP NO: 2254; COUNTYWIDE DREDGING SERVICES**

ATTACHMENT "D"
DRUG-FREE WORKPLACE FORM

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

In Depth, 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 Proposal 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

10/28/25

Date

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "E"
E-VERIFY AFFIDAVITSTATE OF Florida
COUNTY OF FlaglerI, Zachary Rogers (Affiant), being duly authorized by and on behalf of In Depth, Inc.
(Proposer) hereby swears or affirms as follows:

1. Proposer 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. If awarded, for the duration of Contract No. RFP NO: 2254 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer 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 Proposer and shall expressly require any subcontractors performing work or providing services pursuant to the awarded 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. Proposer 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. Proposer 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 awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Proposer shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 28th day of October, 2025.

Signature of Affiant

Zachary Rogers

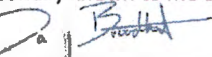
Printed Name of Affiant

President

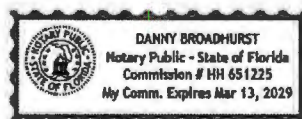
Printed Title of Affiant

In Depth, Inc.

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28th
day of October, 2025, by Affiant, who is personally known to me or has produced FL DL
as identification.

Notary Public

My Commission Expires: 3/13/29

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "F"
CLAIMS, LIENS, LITIGATION HISTORY

Proposers 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 contract 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: N/A Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: N/A

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

2. List all pending litigation and or arbitration.
N/A

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

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.
N/A

5. Have you ever abandoned a project, been terminated, or had an agency submit a claim on a performance/surety bond to take over a project?

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?

N/A

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

Liquidated Damages

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

(Use additional or supplemental pages as needed)

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "G"

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

I, Zachary Rogers ("Affiant"), being duly authorized by and on behalf of In Depth, Inc. ("Bidder") hereby swears or affirms as follows:

1. The principal business address of Bidder is: 1473 Old Haw Creek Rd. Bunnell, FL 32110
2. I am duly authorized as 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 Proposer, 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.)

[Signature]
Signature of Affiant

In Depth, Inc.

Full Legal Name of Bidder

Zachary Rogers, President

Printed Name & Title of Affiant

10/28/25

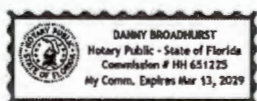
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28th day of October, 2025 by Affiant, who is ☒ personally known to me or ☐ has produced FL DL as identification.

[Signature]
Notary Public

3/13/29

My Commission Expires



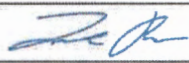
RFP NO: 2254; COUNTYWIDE DREDGING SERVICES**ATTACHMENT "H"
NON-COLLUSION CERTIFICATION**

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): Zachary Rogers

SIGNATURE: 

TITLE: President

DATE: 10/28/25

FULL LEGAL NAME OF PROVIDER:

In Depth, Inc.

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "A"
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): Zachary Rogers

SIGNATURE: 

TITLE: President

FULL LEGAL NAME OF BIDDER: In Depth, Inc.

DATE: 1/28/25

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "J"

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Proposer, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this 28th day of October, 2025.


Signature of Affiant

Zachary Rogers

Printed Name of Affiant

President

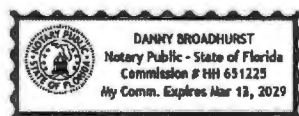
Printed Title of Affiant

In Depth, Inc.

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28th day of October, 2025, by Affiant, who is personally known to me or has produced FL DL as identification.


Notary Public
My Commission Expires: 3/13/29



RFP NO: 2254; COUNTYWIDE DREDGING SERVICES**ATTACHMENT "K"****LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

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

Company Name	Services to be Performed	Primary Contact Name and Email
Sea Level Development, Inc.	Dredging Assistance	President AJ Rockwell cenatowrek@aol.com

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "M"
ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NUMBER	DATE RECEIVED	PRINTED NAME OF PROPOSER'S AUTHORIZED REPRESENTATIVE	TITLE OF PROPOSER'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF PROPOSER'S AGENT
1	9/24/25	Zachary Rogers	President	
2	10/24/25	Zachary Rogers	President	

POTABLE WATER SERVICES



FACTS

Robotic technology can be utilized in some circumstances as a safer and cheaper alternative to deploying personnel at great depths or heights.

SERVICES

Inspections/Repairs
Cleaning/Debris Removal

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

POTABLE WATER SERVICES

Potable water comes from surface and ground sources and is treated to meet state and federal standards for consumption. Water from natural sources is treated for microorganisms, bacteria, toxic chemicals, viruses and fecal matter. Regular maintenance and inspections can assist the owner of the facility to maintain the high standards expected of community utilities. The removal of sediment that continually build up in reservoirs and inspections and repairs of existing infrastructure is a critical function and part of this process.

IDS CAPABILITIES INCLUDE

- Non-Destructive Testing
- Underwater Ultrasonic Thickness Testing
- Water Towers, Water Tanks and Water Reservoir Inspections
- Pipe, Culvert Maintenance and Inspection
- Pipe Plugging
- Storm Drains and Underwater pipes video inspection, cleaning and repairs
- Cleaning Out Intake and Outlets
- Pump Inspection and Replacements
- Inspections/Repairs on Industrial Intake Pipes
- Tank Cleaning, Inspections and Repairs
- Water Tower Cleaning, Inspections and Repairs
- Clear-well Cleaning, Inspections and Repairs
- Reservoir Cleaning, Inspections and Repairs
- Reclaim Tank Cleaning, Inspections and Repairs
- Residual Holding Tank Cleaning, Inspections, and Repairs



PILE DRIVING & DOCK REPAIRS



FACTS

We solve problems. In Depth employs expertly qualified individuals with specific tacit and explicit skills developed over careers that span time and trade. We offer a prestigious team to our clients that will provide superior leadership, guidance and management for any project tasked of In Depth. All of our seasoned field personnel have access to the collective experience of Managers that have spent their entire working careers in the field of Marine Construction.

SERVICES

Pile Driving & Dock Repairs

Marine Construction Excellence



In Depth, Inc.

PILE DRIVING SERVICES

In Depth's marine construction expertise includes installation of timber pile for public sector clients and private property owners. Our shallow draft vessel accommodate projects in close quarters to existing infrastructure and we mobilize throughout the south east of the US for your project.

In Depth can also install polyvinylchloride sheet piles for your project; Vinyl sheet piles are distinguished by the appropriate strength for their application, aesthetic appearance, incomparable durability (especially in the marine environment), low weight and reasonable cost. The aesthetic appeal of vinyl sheet in appropriate circumstances is obvious, including a lack of corrosion and simple (if any at all) maintenance.

We understand the needs and expectations of our clients and we offer comprehensive services that enable us to effectively control project scope, schedules, and budgets. Understanding the needs of our clients and developing open communications among the design/engineering and construction teams as well as all project stakeholders is critical to ensure that issues are mitigated well ahead so they do not interfere with critical paths and the project overall schedule and budget. THE 5 'P'S': Proper Planning Prevents Poor Performance.

Contact In Depth, Inc. and our knowledgeable team will get to work for you regardless whether the project is underwater or topside construction.

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

EMERGENCY RESPONSE



FACTS

Whether it is weather related, from a catastrophic hurricane, or a failure of infrastructure or a singular event, planning ahead to mitigate disaster reaps great benefits.

SERVICES

Emergency Response
Aerial, Underwater, Topside Support

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

EXCELLENCE IN UNDERWATER SERVICES



In Depth, Inc.

PROFESSIONAL PERSONNEL AND RAPID RESPONSE.

In Depth Inc. maintains a dedicated staff of divers and professionals that respond rapidly and efficiently to events that occur naturally, or man-made. Our wide breadth of experience includes emergency response to hurricane events, flooding and destruction.

In Depth Inc. includes salvage expertise that can help mitigate environmental disasters such as oil and fuel spills and sunken/crippled vessels, derelict vessels recovery and salvage. In Depth, Inc. utilizes the latest technology to bring clients a turnkey operation that covers most project requirements including

Drones: In Depth, Inc. Drone Pilots are FAA certified, and are routinely utilized by utility districts and local governments to provide inspections of critical infrastructure. Often used in tandem with our tank cleaning dive projects, our drones can inspect the exterior of a structure whilst our certified commercial divers complete tasks internally. Significantly safer and cost effective compared to utilizing personnel and cranes for external inspections, our drones can provide the client with high-quality video and still images, combined with our professional engineer-reviewed inspection reports to deliver a comprehensive status of infrastructure.

Remote Operated Vehicles (ROV's): Rapidly deployed offshore or inland, our ROVs can capture high resolution video and capture quality photographs even in light/poor water quality conditions.

Personnel: Our certified commercial divers specialize in their trade, and are up to date with critical certifications. Our project managers have experience with FEMA and USCG projects, major oil spills and vessel salvages. We have the tools, techniques and expertise to successfully complete the most demanding projects.

INDEPTHSERVICE SINC.CO

DRONES AND ROV'S



FACTS

Robotic technology can be utilized in some circumstances as a safer and cheaper alternative to deploying personnel at great depths or heights.

SERVICES

ROV INSPECTIONS
DRONE INSPECTIONS

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

REMOTE OPERATED VEHICLES (ROV'S)

ROV's are submersible robotic systems, that can be utilized for scientific observations, and for recording data during inspections and construction activities underwater. These sealed systems can be used in environments that may reduce cost and risk and mitigate safety issues that may need to be addressed by professional commercial divers.

In Depth Inc.'s Observation Class ROV's and Crawlers are compact and rapidly deployable. Marine infrastructure requires routine inspections in order to maintain its longevity, though unlike physical diving, ROV's can stay on station and at depth for as long as the situation warrants. The sensitive camera's low light and wide recording capabilities can provide high resolution recording in deep, dark and murky waters. Pipe penetrations and vaults, emergency services and response to sensitive ecosystems all benefit from the deployment of ROV systems.

DRONES

In Depth, Inc. Drone Pilots are FAA certified, and are routinely utilized by Utility Districts and local governments to provide inspections of critical infrastructure. Often used in tandem with our tank cleaning dive projects, our drones can inspect the exterior of a structure whilst our certified commercial divers complete tasks internally.

Significantly safer and cost effective compared to utilizing personnel and crane for external inspections, our Drones can provide the client with high-quality video still images, combined with our professional engineer-reviewed inspection report to deliver a comprehensive status of the infrastructure.

EXCELLENCE IN UNDERWATER SERVICES



In Depth, Inc.

INDEPTHSERVICESINC.COM



UNDERWATER PHOTOGRAPHY



FACTS

Documenting events underwater is relatively simple enough - producing content that takes into account the local conditions that may inhibit great quality production of video or photographic documentation takes skill and experience.

In Depth's professional on-staff photographer can deliver exceptional content for your project.

SERVICES

Underwater photography and videography to supplement construction and inspections reports of existing or new infrastructure.

Marine Construction Excellence



In Depth, Inc.

UNDERWATER PHOTOGRAPHY

In Depth's underwater photography expertise includes projects offshore and inland and cover a wide array of project skills, including:

- Preplanning with the client to ensure that all expectations are met
- Evaluation of onsite conditions
- Education - expectations versus reality
- Post image processing/Colour Correction
- Video Production and staging
- Complimentary Documentation and Report Writing

Contact In Depth, Inc. and our knowledgeable team will get to work for you.



Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

INDEPTHSERVICE **S**INC.COM

TANK REHABILITATION & REPAIRS



FACTS

Our certified dive teams can facilitate repairs and inspect infrastructure whilst the unit remains in service, saving the client precious resources in terms of funds and time.

SERVICES

Inspections/Repairs
Cleaning/Debris Removal

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

POTABLE WATER SERVICES - TANK REHABILITATION AND REPAIRS.

Typical services may include:

- Pressure wash exterior concrete surfaces at a minimum of 3500 psi to remove mildew and biological growth.
- Fabrication and installation of new dome access hatch safety handrail systems complete with self-closing gates.
- Perform surface preparation at exterior dome fiberglass access hatches and center vent cover and apply gel coating
- Re-secure existing lightning protection
- Apply stripe coats of Tnemec Series 156 Enviro-Crete at surface cracks at exterior tank dome and sidewalls.
- Apply coats of Tnemec Series 1026 Enduratone Acrylic at 2.0-3.0 mils DFT per coat to the exterior concrete surfaces of the tank walls and dome.
- Perform a destructive investigation to determine in-place conditions and any necessary remediation needed at the exterior tank foundation.
- Abrasive blast the interior piping up to remove rust, corrosion, and other contaminants from the substrate. Apply coats of Tnemec Series L140 Pota-Pox Pl at 2.0-10.0 mils DFT per coat.
- Perform spot repairs at interior ceiling areas with exposed reinforcements
- Remove the loose epoxy/sealant as needed, located at the interior floor/wall seal

INFRASTRUCTURE SUPPORT CAPABILITIES INCLUDE

Non-Destructive Testing, Underwater Ultrasonic Thickness Testing, Water Towers, Water Tanks and Water Reservoir Inspections, Pipe, Culvert Maintenance and Inspection, Pipe Plugging, Storm Drains and Underwater pipes video inspection, cleaning and reporting, Cleaning Out Intake and Outlets, Pump Inspection and Replacement, Inspections/Repairs on Industrial Intake Pipes, Tank Cleaning, Inspections and Repair, Water Tower Cleaning, Inspections and Repairs, Clear-well Cleaning, Inspection and Repairs, Reservoir Cleaning, Inspections and Repairs, Reclaim Tank Cleaning, Inspections and Repairs and Residual Holding Tank Cleaning, Inspections, and Repair

EXCELLENCE IN UNDERWATER SERVICES



In Depth, Inc.

INDEPTHSERVICESINC.COM



Section 1

Proposal Cover Page and Cover Letter

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

COVER PAGE

**ST. JOHNS COUNTY PURCHASING DEPARTMENT
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084**

FULL LEGAL NAME OF PROPOSER: C & M Dredging, Inc.

MAILING ADDRESS: 31653 Executive Blvd

POINT OF CONTACT FOR RFP:

NAME & TITLE: Christian Miller, President

EMAIL ADDRESS: christian@cmdredging.com

POINT OF CONTACT FOR INVITATION TO PAYMENTWORKS:

NAME & TITLE: Stacey Delashmet, General Manager

EMAIL ADDRESS: admin@cmdredging.com

DATE: 10/24/2025



C&M Dredging, Inc.
31653 Executive Boulevard
Leesburg, FL 34748
352-314-8900
www.cmdredging.com

Date: 10/24/2025

Section 1:

- Full Legal Name: C&M Dredging, Inc.
- Address: 31653 Executive Boulevard, Leesburg, FL 34748
- Primary Contact:
 - Christian Miller-President 352-360-5494 christian@cmdredging.com
- Secondary Contact:
 - Brian Suggs-Business Development Manager 352-314-8900 brian@cmdredging.com
- Owners/Principals
 - Christian Miller Owner and President
 - Austin Miller Owner and Vice President

Thank you for considering C&M Dredging, Inc. as your partner for the above-referenced project. We are pleased to have the opportunity to provide you with the following proposal for services as requested. Our project team here at C&M Dredging is confident in our capacity to complete your project as proposed, safely and successfully. We at C&M Dredging, Inc. have performed work with and for St. Johns County over the years. Based on our capabilities, capacity, and proximity, we are confident in our ability to not only service the scope of this RFP, but to do so at standards higher than most would be accustomed to in this industry.

COMPANY PROFILE

C&M DREDGING, INC.



C&M Dredging was established in 2011 in Leesburg, FL. We currently employ a staff of roughly 50 employees and own 10 hydraulic and mechanical dredges of varying size and capacity. The leadership team at C&M Dredging, Inc. brings together decades of experience in the areas of planning, permitting, hydraulic dredging, mechanical dredging and dewatering to offer turn-key dredging services throughout the Southeast US. C&M Dredging has differentiated itself from our industry peers primarily by the quality of our personnel and the use of the latest technology and software to improve availability and productivity while offering our clients a transparent view of day-to-day operations. Much of our project portfolio consists of hydraulic dredging, contract mining, environmental restoration, dredging of HDPE-lined lagoons, and the use of geotextile tubes, mechanical dewatering, polymer, and the latest in injection and treatment technologies to best service the needs of our clients. Many of these are repeat private sector clients and Local, State, and Federal Government clients.

Our team members can remotely monitor and share real-time production data by measuring flow and densities, as well as use GPS positioning systems, all tied to our bottom mapping programs to proactively ensure the success of our projects.

We at C&M Dredging thank you for the opportunity to provide you with this proposal and hope to partner with you for your dredging needs.

Respectfully Submitted,



Christian Miller

President

📞 1-352-314-8900 | Direct 1-352-360-5494

✉️ Christian@cmdredging.com

🌐 www.cmdredging.com

📍 31653 Executive Blvd, Leesburg, FL 34748



"Providing innovative solutions to complex environmental problems."



Innovative Dredging Solutions

Core Services

- Municipal & Industrial Dredging
- Site Development Dredging
- Contract Mining Dredging
- Environmental Restoration
- Navigable Waterway Dredging
- Geotextile Tube Dewatering

Core Values

- ✓ Get Stuff Done
- ⚙ Be a Team Player
- 🔄 Be Adaptable
- 🤝 Be Respectful
- ⚖ Do the Right Thing

Trusted by

- | | |
|-----------------------|----------------------|
| • Georgia Pacific | • Duke Energy |
| • International Paper | • West Coast IND |
| • DuPont | • USACE |
| • Florida DEP | • Koch Industries |
| • South Florida WMD | • Domtar Corporation |

What Sets Us Apart

Transparency is our foundation. We provide real-time updates and clear data throughout the project lifecycle.

Our mission is **simple**: Deliver innovative solutions for complex environmental challenges.

Certifications & Compliance

- ISNetworld Member
- RAVS Plus participant
- Aetna Certified
- Jones Act Compliant
- Bonded and Insured (USL&H)

Christian Miller

President & CEO

📞 352-314-8900

✉ Christian@cmdredging.com

🌐 www.CMDredging.com



Innovative Dredging Solutions

Our Proven Process
Transparency. Precision. Results.

1. Understanding the Challenge

Open Conversations. Honest Assessments.

We start every project by listening to your goals, site challenges, and environmental requirements. Before any proposal is written, you'll know what's achievable, what it will take, and why.

2. Transparent Proposal

No surprises — just clarity.

Our proposals are clear, detailed, and upfront about every cost, timeline, and assumption. If there are risks or variables, we outline them from the start — never hidden in fine print.

3. Mobilization & Setup

Prepared. Safe. Efficient.

From environmental controls to logistics, our mobilization process is executed with precision and safety. Clients are kept informed every step of the way.

4. Execution with Accountability

Real-time updates. Visible progress.

We provide regular updates through photos, data summaries, and milestone check-ins. You'll always know where the project stands and what's next.

5. Verification & Quality Assurance

You see the results — we show the proof.

Every project ends with clear, measurable verification. We back up our results with surveys, testing, and client walkthroughs.

6. Post-Project Review

Continuous improvement through transparency.

After completion, we review performance and lessons learned with our clients. It keeps us accountable and ensures we keep getting better.

***We are committed to clear communication, precise planning,
and delivering measurable results.***



Section 2

Company and Staff Qualifications



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MILLER, CHRISTIAN LANE

C & M DREDGING, INC.
31653 EXECUTIVE BLVD STE 2
LEESBURG FL 34748

LICENSE NUMBER: CBC1260793

EXPIRATION DATE: AUGUST 31, 2026

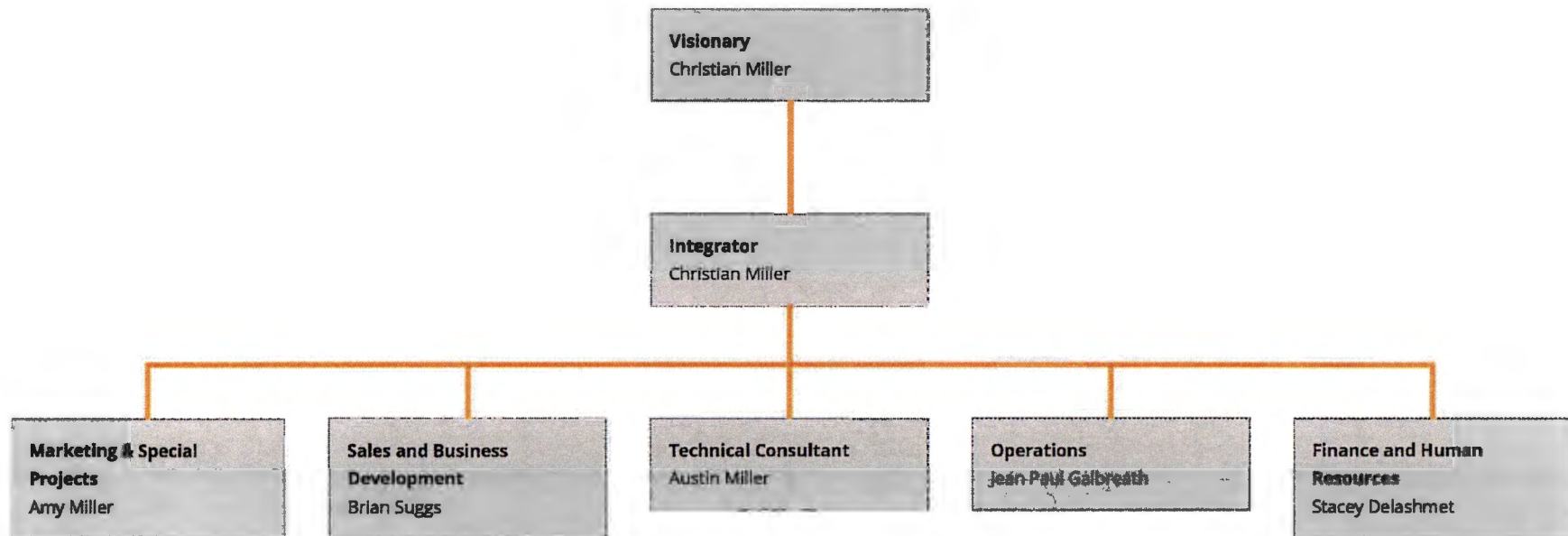
Always verify licenses online at MyFloridaLicense.com

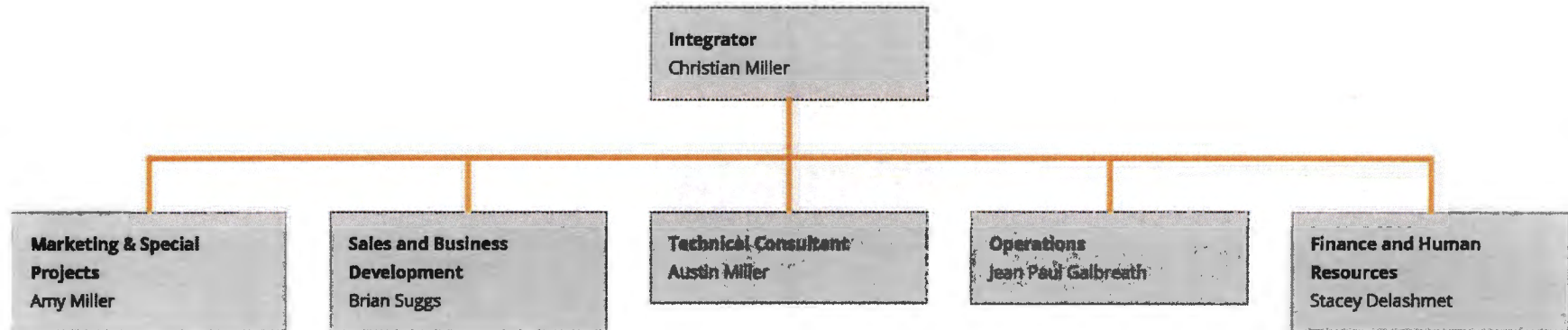
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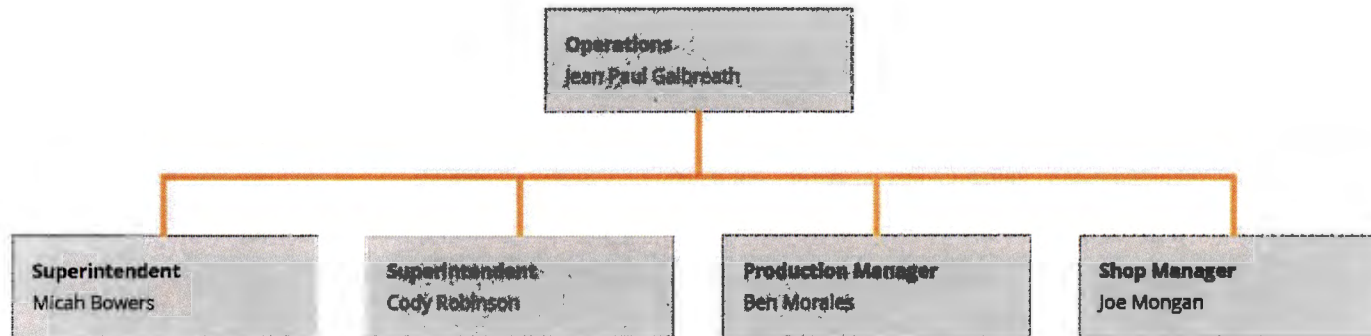
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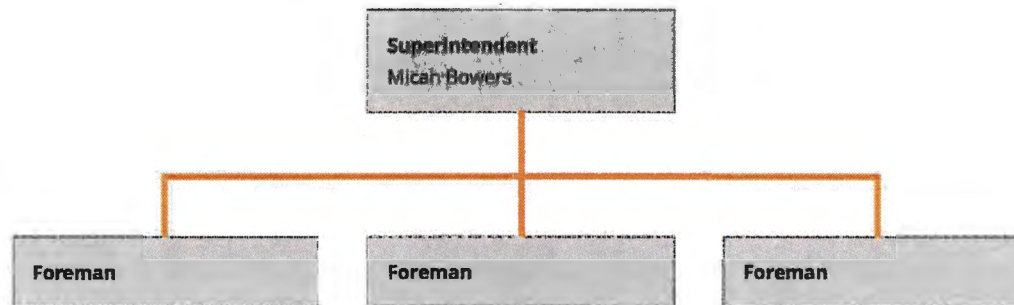
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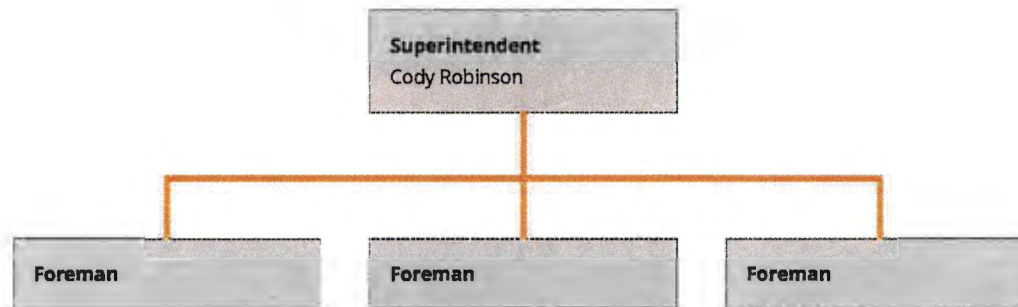


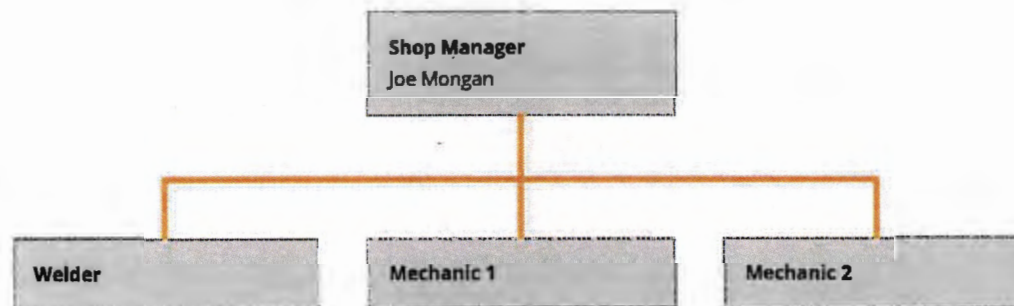


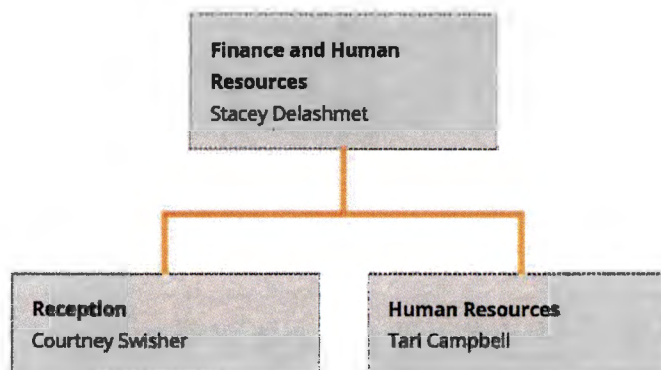












ATTACHMENT

Key Personnel Resumes



Key Personnel **Resumes**

C & M Dredging, Inc. | www.cmdredging.com

CHRISTIAN MILLER, PRESIDENT



352-360-5494



christian@cmdredging.com



www.cmdredging.com

PROJECTS

(not all projects included)

Domtar – Ashdown, AR
 Georgia Pacific – Palatka, FL
 SkySail – Naples, FL
 Chemours – Fayetteville, NC
 Lake Lorraine – Leesburg, FL
 International Paper – Selma, AL
 City of Savannah – Savannah, GA
 City of Anna Maria – Anna Maria, FL
 Little Sabine Pass – Pensacola, FL
 Butler Park – St Augustine, FL
 Lake Killarney – Winter Park, FL C.P.H. – Sanford, FL
 Little Palm – The Keys, FL
 Red Bay – Jacksonville, FL
 Georgia Pacific – Cedar Springs, GA
 Butts County – Jackson, GA
 Bishop Moore – Winter Park, FL
 International Paper – Springfield, OR
 Wayne Farms – Jack, AL

EDUCATION

Leesburg High School – Graduate
 University of North Florida –College of Engineering and Construction BS
 Construction Management
 Florida CBC License
 OSHA 10
 ISNetworld
 TAPPISAFE

EXPERIENCE

OPERATIONS MANAGER CONSOLIDATED MINERALS INC (FLORIDA CRUSHED STONE) 2008-2011

Responsibilities included resource management including equipment and personnel. Safety training and certification. Development and implementation of QC procedures. Handled all environmental resource permitting and public relations for mining and aggregate division.

PRESIDENT/PARTNER OF C & M DREDGING, INC. LEESBURG, FL.

Founded C&M Dredging in April 2011 to service the hydraulic dredging needs of private and public clients in the Southeastern US with a core focus on industrial dredging markets. Daily responsibilities within C&M Dredging include general oversight of Leadership Team, Business Development and key relationship management.

Additional responsibilities include ongoing market analysis, safety review and estimating.



Key Personnel Resumes

C & M Dredging, Inc. | www.cmdredging.com

AFFILIATIONS

Lead 100
Western Dredging Association
Captains for Clean Waters
ISNetworld

AUSTIN MILLER, VICE-PRESIDENT



352-516-9812



austin@cmdredging.com



www.cmdredging.com

PROJECTS

(not all projects included)

Domtar – Ashdown, AR
Georgia Pacific – Palatka, FL
SkySail – Naples, FL
Chemours – Fayetteville, NC
Lake Lorraine – Leesburg, FL
International Paper – Selma, AL
City of Savannah – Savannah, GA
City of Anna Maria – Anna Maria, FL
Little Sabine Pass – Pensacola, FL
Butler Park – St Augustine, FL
Lake Killarney – Winter Park, FL C.P.H. – Sanford, FL
Little Palm – The Keys, FL
Red Bay – Jacksonville, FL
Georgia Pacific – Cedar Springs, GA
Butts County – Jackson, GA
Bishop Moore – Winter Park, FL
International Paper – Springfield, OR
Wayne Farms – Jack, AL

EDUCATION

Leesburg High School – Graduate
O.S.H.A. 10
ISNetworld
TAPPISAFE

EXPERIENCE

VICE PRESIDENT AT C & M DREDGING, INC. LEESBURG, FL

Primary responsibilities include overseeing equipment operations, project troubleshooting, and special project oversight.

SUPERINTENDENT AT C&M DREDGING, INC. LEESBURG, FL.

Responsible for managing job site, project crew, equipment, project logistics, and client/contractor relations.

DECKHAND/DREDGE OPERATOR AT C&M DREDGING, INC., LEESBURG, FL.

Responsible for maintaining the dredge and other equipment, moving anchors, refueling equipment, bolting pipe, operating the dredge, etc.

SHOP/PRODUCTIONS MANAGER AT METRO STEEL, INC. LEESBURG, FL

Responsible for scheduling, quality control, fabrication, and fabrication oversight.



Key Personnel **Resumes**

C & M Dredging, Inc. | www.cmdredging.com

JEAN-PAUL GALBREATH

OPERATIONS MANAGER



352-406-4687



JP@cmdredging.com



www.cmdredging.com

PROJECTS

(not all projects included)

Domtar Ashdown Mill - Ashdown AR
 Georgia Pacific Palatka - Palatka FL
 Lake O Culvert S-269 - Okeechobee FL
 Bonnet Springs Park - Lakeland FL
 Lake Lorraine - Leesburg FL
 Disney - Orlando FL
 Wayne Farms - Jack AL
 IP Pensacola - Cantonment, FL
 GP Cedar Springs - Cedar Springs, GA
 Little Palm Island - Little Torch Key FL
 Camachee Cove - St Augustine FL
 Chemours - Fayetteville NC
 Marlow Marine - Sarasota, FL
 MCO Aviation Pond - Orlando FL
 J.E.A. Power - Jacksonville FL
 Savannah Sludge Removal - Savannah GA
 T.E.C.O. - Tampa FL
 Skysail Properties - Naples FL
 Caraustar - Austell GA
 Piney Point, Lakeland, FL

EDUCATION

Leesburg High School - Graduate
 University of South Florida -
 Undergraduate, Business
 Administration
 Dredging Short Course Texas A&M
 OSHA 10
 ISNetworld
 TAPPI SAFE

EXPERIENCE

OPERATIONS MANAGER AT C&M DREDGING, INC. LEESBURG, FL.

Responsible for managing all equipment, crews, and job sites. Manage Project Financials. Travels around solving job-specific issues and managing project superintendents. In charge of relations between contractor and client.

SUPERINTENDENT AT C&M DREDGING, INC. LEESBURG, FL.

Responsible for managing job site, project crew, equipment, project logistics, and client/contractor relations.

DECKHAND/DREDGE OPERATOR AT C&M DREDGING, INC., LEESBURG, FL.

Responsible for maintaining the dredge and other equipment, moving anchors, refueling equipment, bolting pipe, operating the dredge, etc.



Key Personnel Resumes

C & M Dredging, Inc. | www.cmdredging.com

STACEY DELASHMET, GENERAL MANAGER



352-640-3575



stacey@cmdredging.com



www.cmdredging.com

PROJECTS

(not all projects included)

Domtar – Ashdown, AR
Georgia Pacific – Palatka, FL
SkySail – Naples, FL
Chemours – Fayetteville, NC
Lake Lorraine – Leesburg, FL
International Paper – Selma, AL
City of Savannah – Savannah, GA
Little Sabine Pass – Pensacola, FL
Butler Park – St Augustine, FL
Lake Killarney – Winter Park, FL
Little Palm – The Keys, FL
Butts County – Jackson, GA
Wayne Farms – Jack, AL
Piney Point-Lakeland, FL

EDUCATION

Umatilla High School – Graduate
Lake Technical College - Accounting
Operations
QuickBooks Pro
B.L.S., First-Aid, Bloodborne Pathogens
Instructor
ISNetworld
TAPPISAFE

AFFILIATIONS

SHRM
American Heart Association
Intuit
ISNetworld

EXPERIENCE

GENERAL MANAGER AT C&M DREDGING, INC. LEESBURG, FL.

Responsible for company financials, information technology, human resources, safety, and contract administration. Oversight of administrative operations.

OFFICE MANAGER AT BEHAVIOR'S PLUS, INC. EUSTIS, FL

Responsible for operations management, scheduling, Agency for Health Care Administration (AHCA) compliance, Agency for Persons with Disabilities (ADP) compliance, CPR training, medication administration, supported living coach, and supported employment coach.



BRIAN SUGGS, Sales and Business Development Manager



352-630-4941



brian@cmdredging.com



www.cmdredging.com

PROJECTS

(not all projects included)

C.P.H. - Sanford, FL

Little Palm - The Keys, FL

Red Bay - Jacksonville, FL

Georgia Pacific - Cedar Springs, GA

Butts County - Jackson, GA

Bishop Moore - Winter Park, FL

International Paper - Springfield, OR

Wayne Farms - Jack, AL

Camachee, St. Augustine, FL

Piney Point-Lakeland, FL

Port 32, Jacksonville, FL

EXPERIENCE

PROJECT MANAGER/ESTIMATOR AT C&M DREDGING, INC., LEESBURG, FL.

Responsible for production monitoring, scheduling, subcontractor support, budget oversight, and customer relations.

SUPERINTENDENT AT C&M DREDGING, INC. LEESBURG, FL.

Responsible for managing job site, project crew, equipment, project logistics, and client/contractor relations.

DECKHAND/DREDGE OPERATOR AT C&M DREDGING, INC., LEESBURG, FL.

Responsible for maintaining the dredge and other equipment, moving anchors, refueling equipment, bolting pipe, operating the dredge, etc.

EDUCATION

Leesburg High School - Graduate

O.S.H.A. 10

ISNetworld

TAPPISAFE



Key Personnel Resumes

C & M Dredging, Inc. | www.cmdredging.com

CODY ROBINSON, SUPERINTENDENT



352-396-3351



codyr@cmdredging.com



www.cmdredging.com

PROJECTS

(not all projects included)

Little Palm - The Keys, FL

Matanzas - St Augustine, FL

Midway WWTP - Midway, GA

Lake Okahumpka - The Villages, FL

Red Bay - Jacksonville, FL

Ski Beach - Leesburg, FL

Domtar - Ashdown, AR

Timberlake - Lynchburg, VA

Camachee Cove - St Augustine, FL

Beach Restoration - Anna Maria, FL

Port 32, Jacksonville, FL

EXPERIENCE

SUPERINTENDENT AT DREDGE C&M DREDGING, INC. LEESBURG, FL.

Responsible for managing job site, project crew, equipment, project logistics, and client/contractor relations.

DECKHAND/DREDGE OPERATOR AT C&M DREDGING, INC., LEESBURG, FL.

Responsible for maintaining the dredge and other equipment, moving anchors, refueling equipment, bolting pipe, operating the dredge, etc.

EDUCATION

Leesburg High School - Graduate

O.S.H.A. 10

Dredging Short Course Texas A&M

ISNetworld

TAPPISAFE



Key Personnel Resumes

C & M Dredging, Inc. | www.cmdredging.com



Project Team

C & M Dredging currently has all the staff necessary to perform all required work. The Superintendent will be your first point of contact throughout the project. Below is a list of positions, the number of people in each, and the percentage of time they will spend on-site.

Position	# of people	% of time
Superintendent	1	30%
Operations Manager	1	15%
Productions Manager	1	30%
Site Foreman	1	100%
Shoreman	3	100%

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

**ATTACHMENT "C"
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP NO: 2254; Countywide Dredging Services

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.

Contractor are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractor, 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, and 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:

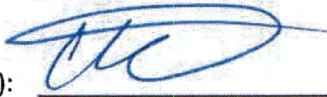


I hereby attest that the undersigned Proposer has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Proposer, 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.

Full Legal Name of Proposer: C & M Dredging, Inc.

Authorized Representative(s): 
Signature

Christian Miller, President
Print Name/Title

Signature

Print Name/Title

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES



C&MDRED-02

BINSINGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME:		
	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No):	
INSURED C&M Dredging, Inc. 31653 Executive Boulevard Suite 2 Leesburg, FL 34748	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Arch Insurance Company		11150
	INSURER B: Navigators Specialty Insurance Company		36056
	INSURER C: AXA Insurance Company		33022
	INSURER D: Palms Specialty Insurance Company		17327
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		ZAGLB1050400	8/30/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 OTHER: \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ZACAT9338800	8/30/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000		MAXS2510001694-06	8/30/2025	7/1/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 OTHER: \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	ZAWC11087400	8/30/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented/Leased Equip		UM00218126MA25A	8/30/2025	7/1/2026	Per Item Limit 250,000
D	Pollution		PACS03-00149- 01	8/30/2025	8/30/2026	Limit (Ded \$5,000) 1,000,000

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

For Bidding Purposes Only

CERTIFICATE HOLDER

CANCELLATION

For Bidding Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "F"
CLAIMS, LIENS, LITIGATION HISTORY

Proposers 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 contract dispute? Yes ___ No X 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: _____

N/A

Amount actually recovered, if any: _____

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

N/A

2. List all pending litigation and or arbitration.

N/A

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

N/A

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.

N/A

5. Have you ever abandoned a project, been terminated, or had an agency submit a claim on a performance/surety bond to take over a project?

Yes ___ No X 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?

N/A

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

N/A

Liquidated Damages

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

(Use additional or supplemental pages as needed)



Section 3

Related Experience

Below are a few references showing C & M Dredging has completed at least 3 projects in the state of Florida within the last 5 years.

Project	CY Removed	Scope	Finished	Reference
Camachee	20,000.00	Mechanically dredged, hauled, and disposed	February-2023	Travis 904-484-4649 Steven Winward 904-392-3104
Piney Point	650,000.00	Hydraulically dredged and treated into 431 geotubes	March-2025	Jeff Barat, Site Manager 813-599-7566
Port 32	56,000.00	Mechanically dredged, hauled, and disposed	October-2025	Jeremy Enck - Regional Vice President Cell-270-366-6025 jenck@port32marinas.com
Sky Sall	1,000,000.00	Hydraulically dredged into a DMMA	September-2023	Dan Ciesielski Land Development Manager Cell-239-233-4002

C&M Dredging, Inc.
31653 Executive Blvd.
Leesburg FL, 34748
Christian@cmdredging.com
352-314-8900

May 20, 2025

I am writing with the recommendation of C&M Dredging Inc. as a quality project partner. As the Land Development Manager of Neal Communities, I contracted with C&M Dredging in 2020 initially to dredge 400,000 cubic yards of material for our development project in Naples, FL. This project was the Skysail Development on Oil Well Road.

Neal Communities chose to increase the contract volume to nearly 1,000,000 cubic yards and over \$7,000,000.00 in contract revenue. C&M Dredging was able to collaborate with the project team to quickly pivot operations to accommodate design changes on the fly.

We highly recommend C&M Dredging for your project, and are currently soliciting C&M for another project that Neal Communities has planned.



Dan Ciesielski

Land Development Manager

South Region

239-221-0446 Ofc

239-233-4002 Cell

NealCommunities.com

C&M Dredging, Inc.
31653 Executive Blvd.
Leesburg FL, 34748
Christian@cmdredging.com
352-314-8900

May 23, 2025

To Whom It May Concern:

I am writing this letter to recommend C&M Dredging for possible dredging work you may be considering. Our organization had the opportunity to engage their services for a recent dredging project at the former Piney Point Phosphates facility, and we were satisfied with both the quality of the work and the professionalism displayed throughout the project.

The scope of the work involved the dredging, treatment, and capture of approximately 650,000 cubic yards of deposited fine materials located within HDPE lined compartments. C&M Dredging executed the task with skill and efficiency, adhering to regulatory and environmental guidelines. Their team was highly knowledgeable, operated with safety as a top priority, and maintained clear and responsive communication throughout the process.

We were impressed with their ability to meet project deadlines, manage logistics effectively, and respond proactively to unforeseen challenges. The dredging was completed on time and within budget, with minimal disruption to surrounding operations.

Based on our experience, I am confident in recommending C&M Dredging for any dredging projects, whether marine, riverine, or inland. Their technical competence, integrity, and commitment to high standards make them a valuable partner in any infrastructure or environmental project.

Please feel free to contact me if you need further information.

Sincerely,



Jeff Barath
Site Manager
Former Piney Point Facility
13500 Scale Ave.,
Palmetto, Florida 34221
(813) 599-7566

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Fox Run	11/23/2019	1/2/2020			
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Fox Run HOA		Jerry Cesar	407-346-3745	\$100950	
Contact Email	Method Used	Equipment Used	Volume		
jscfli@gmail.com	Spoil Pit	Dino	1,100		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Caraustar Pond C Sludge Remova	2/8/2019	1/6/2020		Austell	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Greif	Malcolm Conley	Eric Jackson	770-799-3838	\$1098120	
Contact Email	Method Used	Equipment Used	Volume		
eric.jackson@caraustar.com	Geotextile Tubes		20,000		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Palatlakaha River (P-river)	1/14/2020	1/15/2020		Tavares	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Lake County Water Authority	Sergio Duarte, MS. CLM.			\$4950	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Bonnet Springs	9/16/2019	2/11/2020		Lakeland	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Rodda Construction, Inc.		Cory Mathis	863-640-0498	\$1298650	
Contact Email	Method Used	Equipment Used	Volume		
cory@roddaconstruction.com	Spoil Pit	Excavator	51,000		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Nicholls	9/12/2019	3/31/2020	18P-X-034-2-601	Nicholls	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
City of Nicholls, Georgia	Mark Dill	Mark Dill	912-384-7723	\$631175	
Contact Email	Method Used	Equipment Used	Volume		
mark.dill@swecivil.com	Geotextile Tubes	Dino	13,300		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Lake Henry Estates	4/2/2020	4/2/2020		Haines City	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
A.O. Construction Company, Inc	Mark Atterson			\$9500	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Domtar 2020	1/3/2020	4/3/2020	4500578370	Ashdown	AR
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Domtar A.W. LLC	Donnie Spigner	Dennis McComb	207-249-8229	\$267000	
Contact Email	Method Used	Equipment Used	Volume		
dennis.mccomb@domtar.com	Spoil Pit	Ellicott	40,000		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Cattail - Domtar 2020	1/3/2020	4/3/2020		Ashdown	AR
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Domtar A.W. LLC	Donnie Spigner			\$30900	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Lake Lorraine	8/5/2019	5/19/2020	534893	Leesburg	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
City of Leesburg	Neil Gaines	Neil Gaines or Mike Thornton 352-728-9864	3527289786	\$1579398	
Contact Email	Method Used	Equipment Used	Volume		
neil.gaines@leesburgflorida.gov or mike.thornton@leesburgflorida.gov	Geotextile Tubes	Ellicott	53,000		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Monterey Mushroom	4/15/2020	6/2/2020		Zellwood	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Monterey Mushrooms		Bryant Padgett	865-408-1847	\$81775	
Contact Email	Method Used	Equipment Used	Volume		
bpadgett@montmush.com	Geotextile Tubes	Dino	2,100		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Corpus Christi	4/25/2020	6/5/2020	19052A	Corpus Christi	TX
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Environmental Solutions (US)				\$86250	
Contact Email	Method Used	Equipment Used	Volume		
		Mudcat			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Universal Wave Pond	6/15/2020	6/19/2020		Orlando	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
AC Plus Marine	Cyndie Phillippe	Cyndie Phillippee	270-994-3119	\$9500	
Contact Email	Method Used	Equipment Used	Volume		
cyndie.phillippe@acplusmarine.com					

Job Name	Start Date	Completion_date	Customer_Job_No	Job City	Job State
Dudley WWTP	4/29/2020	6/30/2020		Dudley	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
City of Dudley, GA	Ron Kolat	Ron Kolat	912-335-1046	\$180452	
Contact Email	Method Used	Equipment Used	Volume		
rkolat@trlongeng.com	Geotextile Tubes	Dino	5,000		

Job Name	Start Date	Completion_date	Customer_Job_No	Job City	Job State
Caraustar 2	10/12/2020	12/11/2020		AUSTELL	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Greif	Malcolm Conley	Eric Jackson	770-799-3838	\$344797	
Contact Email	Method Used	Equipment Used	Volume		
eric.jackson@greif.com					

Job Name	Start Date	Completion_date	Customer_Job_No	Job City	Job State
Bonnet Springs 2	9/25/2020	12/31/2020		Lakeland	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Rodda Construction, Inc.		Cory Mathis	863-640-0498	\$16900	
Contact Email	Method Used	Equipment Used	Volume		
cory@roddaconstruction.com	Spoil Pit	Excavator			

Job Name	Start Date	Completion_date	Customer_Job_No	Job City	Job State
Belleair Beach	4/9/2021	4/12/2021	SF 21-006	Belleair Beach	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
City of Belleair Beach	Kyle Riefler	Kyle Riefler	727-229-8433	\$19170	
Contact Email	Method Used	Equipment Used	Volume		
Kyle.Riefler@CityofBelleairbeach.com	Sealed Dumpster	Excavator	90		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Hawkinsville GA - North WPCP	9/24/2020	5/18/2021	735	Hawkinsville	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Southern Champion	Alan O'Neal	Alan O'Neal	404-427-9201	\$169440	
Contact Email	Method Used	Equipment Used	Volume		
aoneal@southernchampion.com	Geotextile Tubes	Dino	4,000		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Coronet	1/4/2021	6/3/2021	PC-8436	Plant City	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Coronet Industries, Inc.				\$655595	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
NuRF - LCWA	7/28/2020	6/8/2021		Mt Dora	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Lake County Water Authority	Ron Hart	Steve Crawford	352-324-6141	\$1400230	
Contact Email	Method Used	Equipment Used	Volume		
scrawford@lcwa.org	Geotextile Tubes	Mudcat	250,000		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Lake O - S-269 Culvert	4/13/2021	6/28/2021	F018000126	Okeechobee	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
R2T Construction	Edward Ney	Jeff Watson	850-791-2038	\$226050	
Contact Email	Method Used	Equipment Used	Volume		
jeff.watson@r2tinc.com	Geotextile Tubes	ROV Dredge	500		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Timberlake	2/17/2021	7/10/2021		Lynchburg	VA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Timberlake Watershed		George Schrader	434-401-0577	\$609000	
Contact Email	Method Used	Equipment Used	Volume		
georgeschrader111@gmail.com	Geotextile Tubes	Ellicott 360			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Hughes (Crystal River)	6/3/2020	7/30/2021		Crystal River	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Hughes Brothers Construction	Chad Hughes	Chad Hughes	(352)399-682	\$161200	
Contact Email	Method Used	Equipment Used	Volume		
chadh@hughesbrothersinc.com					

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
IP - Eastover	6/1/2021	8/13/2021	S076927826	Eastover	SC
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
International Paper				\$215300	
Contact Email	Method Used	Equipment Used	Volume		
		Mudcat			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Butts County	6/17/2021	8/16/2021	2021-25	Jackson	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Butts County WSA	Andre Thomas	Andre Thomas	678-228-7901	\$210240	
Contact Email	Method Used	Equipment Used	Volume		
athomas@buttswsa.com	Geotextile Tubes	Dino	10,000		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Unadilla	11/9/2020	8/20/2021		Unadilla	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
L & L Utilities Inc.	Philip Flanders	Alan O'Neal	404-427-9201	\$225872	
Contact Email	Method Used	Equipment Used	Volume		
aoneal@southernchampion.com	Geotextile Tubes	Dino	6,300		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Savannah Sludge Removal 2021	9/8/2021	10/13/2021	79160	Port Wentworth	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
City of Savannah	Tiffany Daniels	Willie Weil	912-964-6106	\$131250	
Contact Email	Method Used	Equipment Used	Volume		
WWeil@savannahga.gov	Spoil Pit	Mudcat	3,500		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Domtar 2021 Ditch 4 & 5	11/1/2021	11/1/2021	4500663993	Ashdown	AR
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Domtar A.W. LLC	Donnie Spigner			\$5500	
Contact Email	Method Used	Equipment Used	Volume		
	Spoil Pit	Excavator			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Sarasota	8/23/2021	11/3/2021	4400562-401-004	Sarasota	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
The Haskell Company	Ivan S robles	Ivan S robles	904-616-5295	\$292956	
Contact Email	Method Used	Equipment Used	Volume		
ivan.robles@haskell.com	Geotextile Tubes	Ellicott 360	1,200 CY		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Domtar 2021	5/4/2021	11/17/2021	4500625607	Ashdown	AR
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Domtar A.W. LLC	Donnie Spigner			\$1200000	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Bonnet 2021	11/15/2021	11/19/2021	495-2166-P	Lakeland	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Rodda Construction, Inc.		Cory Mathis	863-640-0498	\$14250	
Contact Email	Method Used	Equipment Used	Volume		
cory@roddaconstruction.com	Spoil Pit	Excavator			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
PWC	1/1/2020	12/31/2021		Leesburg	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Professional Waterfront Clean	Clay Bell			\$7238	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Villages	11/8/2021	1/25/2022		The Villages	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
The Villages Land Comany, LLC.		Tommy McDonough	352-753-6219	\$555278	
Contact Email	Method Used	Equipment Used	Volume		
Tommy.Mcdonough@thevillages.com	Geotextile Tubes	Ellicott 360			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
GP-Palatka - Dredging	10/18/2021	3/6/2022	4500209353	Palatka	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Georgia-Pacific - Palatka	Modupe Arubuola			\$1064000	
Contact Email	Method Used	Equipment Used	Volume		
	Spoil Pit	Ellicott 360			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
GP Palatka - Aerator Cables	10/18/2021	3/6/2022	01750287		
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Georgia-Pacific - Palatka	Modupe Arubuola			\$65000	
Contact Email	Method Used	Equipment Used	Volume		
	Spoil Pit	Ellicott 360			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Lake Griffin Boat Ramp	1/20/2022	3/10/2022		Leesburg	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Leaders Land Management	Adrian Parker			\$75000	
Contact Email	Method Used	Equipment Used	Volume		
		Excavator			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Hoffman	4/20/2022	5/26/2022	Req#22-R12556	Gulf Breeze	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
City of Gulf Breeze	Jenn Finrock	Ms. Jenn Finrock		\$75000	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Piney Point Basin	8/15/2022	8/23/2022		Palmetto	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Phosphorus Free Water	Donald Luke			\$22000	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Coreslab 2022	11/11/2022	12/22/2022	84729	Tampa	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Coreslab Structures (Tampa)	Josh Cameron			\$28115	
Contact Email	Method Used	Equipment Used	Volume		
		Dino			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Eagle Harbor	11/18/2022	1/16/2023	22001	Port St Joe	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Culpepper Construction Company	Chrystal Cutrell			\$195750	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Domtar 22	5/9/2022	1/26/2023	4500672161	Ashdown	AR
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Domtar A.W. LLC	Donnie Spigner			\$1200000	
Contact Email	Method Used	Equipment Used	Volume		
	Spoil Pit	Ellicott 360			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Wayne Farms	2/8/2022	1/31/2023	20097942	Jack	AL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Wayne Sanderson Farms LLC		Brandy Mount	334-853-0914 ext 191	\$858119	
Contact Email	Method Used	Equipment Used	Volume		
brandy.mount@waynefarms.com	Spoil Pit	Mudcat			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Camachee Cove	6/28/2022	2/24/2023			
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Windward Camachee Marina				\$690320	
Contact Email	Method Used	Equipment Used	Volume		
	Sealed Dumpster .	Barge Mounted Excavator			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Hidden Village Pond	7/13/2022	3/9/2023		Gainesville	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Paradigm Properties		Bill Carman	352-215-2195	\$83100	
Contact Email	Method Used	Equipment Used	Volume		
bill.carman@colliercompanies.com	Geotextile Tubes		800		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
SkySail Phase one (Naples)	10/22/2020	4/29/2023		Naples	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Neal Communities of Southwest	Dan Ciesielski	Dan Ciesielski	239-233-4002	\$2690000	
Contact Email	Method Used	Equipment Used	Volume		
danc@nealcommunities.com	Spoil Pit	Ellicott 670	1,095,087 CY		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
IP-Pensacola	1/16/2023	5/19/2023	S061858341	Cantonment	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
International Paper Company	Jennifer Waller			\$550000	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
JEA	2/27/2023	5/23/2023	209858	Jacksonville	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
JEA	Jason Behr			\$347000	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
GP Dredging	3/7/2022	6/16/2023	4500209353	Palatka	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Georgia-Pacific - Palatka	Modupe Arubuola			\$1870000	
Contact Email	Method Used	Equipment Used	Volume		
	Spoil Pit	Ellicott 360			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Domtar 2023	1/27/2023	7/11/2023	4500719365	Ashdown	AR
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Domtar A.W. LLC	Donnie Spigner			\$1236000	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Volusia County Landfill	4/11/2023	7/26/2023	NP-22	Port Orange	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Delta Pioneer Inc.	James Scott			\$329300	
Contact Email	Method Used	Equipment Used	Volume		
	Geotextile Tubes	Dino			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Cedar Springs	11/23/2022	7/30/2023	00375503	Cedar Springs	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Georgia-Pacific - Cedar Spring				\$539200	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Ash Pond Culvert	7/31/2023	7/31/2023	00386219	Cedar Springs	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Georgia-Pacific - Cedar Spring	Ezekiel Jones			\$32400	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Blueridge	7/31/2023	9/6/2023		Danville	VA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Blue Ridge Fiberboard				\$237110	
Contact Email	Method Used	Equipment Used	Volume		
	Spoil Pit	7012	12,463.30		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Atlanta	2/1/2022	9/21/2023	CSUB185	Atlanta	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
North Perimeter Contractors				\$465065	
Contact Email	Method Used	Equipment Used	Volume		
	Spoil Pit	Mudcat			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Skysail Phase 2 (Naples)	4/29/2023	9/22/2023		Sarasota	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Neal Communities of Southwest	Dan Ciesielski			\$1400000	
Contact Email	Method Used	Equipment Used	Volume		
	Spoil Pit	Ellicott 670			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Brookhaven	9/20/2022	10/14/2023	CCC-Lake Dredge	Atlanta	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Capital City Club	Trecia Davis			\$1740215	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Pond 4 Palatka	3/23/2023	12/1/2023	4500359375	Palatka	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Georgia-Pacific - Palatka	Modupe Arubuola			\$437030	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
East Lake	7/31/2023	1/10/2024		Atlanta	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
East Lake Golf Club	Najah Walcott			\$957749	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Prison-Butts Co	5/16/2023	1/16/2024	5900	Jackson	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Ranger Mechanical, Inc.	Robert Ziadie			\$539146	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Camilla GA WWTP	8/15/2023	5/23/2024	223-318	Camilla	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Haren Construction Company, In	Eric Martin	Eric Martin	423-506-8689	\$473035.75	
Contact Email	Method Used	Equipment Used	Volume		
emartin@harenconstruction.com	Geotextile Tubes	Mudcat	7,7000 CY		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Chemours-Starke	1/15/2024	5/24/2024	9901690899	Starke	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Chemours Florida MFGG 2350 F2	Jaren Bower			\$565000	
Contact Email	Method Used	Equipment Used	Volume		
	Spoil Pit	Mudcat	80,000		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Brewton-GP	2/28/2024	7/29/2024		Brewton	AL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Georgia Pacific-Brewton				\$755144	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Domtar 2024	5/28/2024	10/16/2024	4500763806	Ashdown	AR
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Domtar A.W. LLC	Donnie Spigner	Dennis McComb	207-249-8229	\$1200000	
Contact Email	Method Used	Equipment Used	Volume		
dennis.mccomb@domtar.com	Spoil Pit	Ellicott 360	55,000 BDT		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Haskell-Boat Ramp	7/29/2024	12/6/2024	1324	Sarasota	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Jon F Swift, Inc.				\$546631	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Olga 2024	1/1/2024	12/31/2024		Alva	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Lee County Finance Department				\$528000	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
IP-Prattville	1/1/2025	1/1/2025		Prattville	AL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
International Paper-Prattville				\$700000	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
GP-Brewton 2025	12/20/2024	3/6/2025		Brewton	AL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Georgia Pacific-Brewton				\$696800	
Contact Email	Method Used	Equipment Used	Volume		
	Spoil Pit		30,000 BDT		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
IP-Selma-Riverdale	12/16/2024	3/6/2025	18131113	Selma	AL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
International Paper Company	Adam Pridgeon	Adam Pridgeon	334-419-8183	\$330515	
Contact Email	Method Used	Equipment Used	Volume		
Adam.pridgeon@ipaper.com	Spoil Pit	Ellicott 360			

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Piney Point	10/10/2023	3/31/2025		Palmetto	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Donica Receivership Services				\$13498200	
Contact Email	Method Used	Equipment Used	Volume		
	Geotextile Tubes	7012	650000		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
IP Riverdale Mill	7/6/2020	5/23/2025		Selma	AL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
International Paper Company	Gary Cartwright	Gary Cartwright	334-418-5577	\$222817	
Contact Email	Method Used	Equipment Used	Volume		
gary.cartwright@ipaper.com	Spoil Pit	Ellicott	12,000		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Willow Run	9/26/2023	6/6/2025		Naples	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Tomahawk Construction, LLC				\$549532	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Cedar Springs	12/2/2024	6/26/2025		Cedar Springs	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Georgia-Pacific - Cedar Spring	Roger Ruiz			\$844831	
Contact Email	Method Used	Equipment Used	Volume		
	Spoil Pit	Ellicott 360	125,000 CY		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Yankeetown FL barge canal	4/21/2025	8/21/2025	CPM-24-803	Inglis	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Shoreline Foundation, Inc.				\$336775	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Pond 0	9/11/2023	9/18/2025	4500466720	Palatka	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Georgia-Pacific - Palatka	Modupe Arubuola			\$362000	
Contact Email	Method Used	Equipment Used	Volume		
	Spoil Pit	Mudcat	7,000		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Arlington	6/22/2023	9/18/2025	041222-A	Arlington	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
City of Arligton	Mary King			\$233608	
Contact Email	Method Used	Equipment Used	Volume		
	Geotextile Tubes				

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Chemours-Maxville	7/22/2024	9/18/2025	9901771431	McClenny	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Chemours Florida MFGG 2350 F2	Jaren Bower			\$216100	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Domtar 2025	3/17/2025	9/23/2025	4500797819	Ashdown	AR
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Domtar A.W. LLC	Donnie Spigner			\$1200000	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Port 32 Marina	7/31/2025	10/29/2025	155	Jacksonville	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
PORT 32 Ortega Landing LLC				\$517000	
Contact Email	Method Used	Equipment Used	Volume		
	Sealed Trucks	Barge Mounted Excavator	56000		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Nutrien-Eagle Lake-Lake Genoa	4/1/2025	12/31/2025	2116106695	White Springs	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
White Springs Agricultural	Amber Davis			\$3266887	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
GP-PALATKA-ESP	10/1/2025	12/31/2025	4500800730	Palatka	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Georgia-Pacific - Palatka	Pavan Kumar			\$2338100	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Olga 2025	1/1/2025	12/31/2025	25332928	Alva	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Lee County Finance Department				\$528000	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Nutrien-Ditch SA8	4/1/2025	12/31/2025	2116106516	White Springs	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
White Springs Agricultural	Amber Davis			\$405176	
Contact Email			Method Used	Equipment Used	Volume
			Spoil Pit	Ellicott 360	47,000 CY 8,500 LF

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Nutrien-Breakout Channels	4/1/2025	12/31/2025	2116108505	White Springs	FL
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
White Springs Agricultural	Wanda Miley			\$47550	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Nutrien-Augusta Survey	4/1/2025	12/31/2025	2303097594	Augusta	GA
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
Nutrien				\$6500	
Contact Email	Method Used	Equipment Used	Volume		

Job Name	Start_Date	Completion_date	Customer_Job_No	Job City	Job State
Customer Name	Customer Contact	Owner Contact	Contact Phone #	Value of Job	
				\$	
Contact Email	Method Used	Equipment Used	Volume		



Section 4

Approach / Methodology

Approach / Methodology

Frank Butler West Boat Ramp

It is C&M Dredging's opinion that a Hydraulic approach would best suit this particular site. Tide and working water depth are two factors that would cause substantial downtime if this project were performed mechanically. The hydraulic option would allow C&M to work from deep to shallow, where tide and water depth would not hinder production.

Project Overview

- Location: Frank Butler West, St. Augustine, FL
- Purpose: Maintenance dredging to restore navigable depths and improve safety
- Method: Hydraulic dredging using an 8" -10" hydraulic dredge through fusion welded HDPE pipe

Method

Set-up and mobilization

A geotextile bag area will be designed based on the yardage provided by the County. Once the yardage has been established, geotextile tubes will be ordered from the manufacturer. Site grading will then begin. The site will be graded to 0% grade in any direction, either with material on site or imported fill. A 2-foot 3-sided berm will surround the geotextile tubes, with a 20-mil fusion welded non-permeable liner covering the ground and the berms. The lined cell will have one designated discharge point back into the mixing zone. This is to ensure that the return water from the lined area does not destabilize any of the parking areas or the slope on the Southwest side of the parking area.

An automated polymer injection system supplied by a third-party vendor will be set up on-site. The polymer aids dewatering and helps produce very clean effluent. The biodegradable polymer will be introduced before the material enters the geotube. Through a proprietary process, flow and density will be measured, and polymer dosage will be automatically adjusted in real time. During this portion of the mobilization, a pre-dredge survey will be performed by a county-approved state-certified surveyor.

Once the bag area has been properly built, the boat ramp will be temporarily closed for the dredge's mobilization. A large all-terrain crane will be mobilized to lift a 30-ton hydraulic dredge into the water (this process will close the ramp for 1 day and will be communicated and approved by the County). With the dredge in the water, the fusion welded

line can be connected to the dredge, and the dredging can commence. The amount of pipe to be fused will depend on the size and the length of the dredge template.

Prior to material transfer, a "wet test" will be conducted to check for leaks and proper data.

Operations

A pre-dredge survey and a dredge template will be uploaded to *Dredge Pak* on the dredge computer. This will allow the operator to see, in real time, the project's cut depths and template.

Material will travel through the pipeline, get treated by the chemical, and enter the geotube to begin the drying process. All solids treated with polymer will stay captured in the geotube, and clean water will flow out of the tubes onto the liner and back into the mixing zone. Once the template has been covered and to the approved depth, a post-dredge, third-party survey will be conducted.

Post Dredging

A county-approved third-party surveyor will perform the post-dredge survey. (preferably the same surveyor that performed the pre-dredge survey) The post-dredge survey is a hydrographic survey conducted after dredging to verify that the work meets project specifications for depth, location, and volume. Results will be submitted to the County for their review and consideration. Once volumes, depths, and the dredging location have been verified as accurate, the County will release C&M to begin closeout and demobilization. No equipment or personnel will be removed from the site without the County's acknowledgment of completion.

Project deemed substantially complete

Portions of equipment and personnel not needed once dredging is completed will be demobilized from the project site. This is to set up for the material hauling phase of the project. Once the geo tubes have reached a percent solid that is safe and cost-effective to haul to a county-approved upland disposal site, C&M will use a third-party hauling company approved by the County to transport the dredged material to the disposal site. The material will be removed from the geotubes with an excavator equipped with a sand bar installed to protect the liner from leaking and to prevent damage to the parking lot.

Site restoration

After all the material has been hauled to a landfill, the disposable geotubes and liner will be disposed of properly. The property will be regraded back to its original use, including any

limestone that needs to be imported or grass that needs to be laid. Any curbing or stops that were removed will be reset.

Best Management Practices (BMPs)

- Turbidity Control:
 - Floating Type 3 turbidity curtains around the active dredge zone and dewatering outfall
 - Daily turbidity monitoring upstream/downstream in accordance with state and local laws
- Spill Prevention:
 - Spill kits at all equipment stations
 - All fuel tanks will have secondary containment
- Work limits and noise ordinances will remain within the county ordinances
- Life jackets will be worn when a person is within 10 feet of water, except when inside the cab of the equipment
- Hard hats and Hi-Viz clothing will be worn at all times
- Dredge will be marked in accordance with USCG navigation rules, and all pipelines will be marked with lights and "Dangerous: Dredge Pipeline"

Approach/ Methodology

Doug Crane Boat Ramp

It is C&M's suggestion that Doug C. Crane Park be hydraulically dredged into Geotextile tubes. There is ample room in the parking lot to both provide a dewatering area large enough to complete the project as well as to maintain an open boat ramp (with limited parking) for the public. Also, at low tide, there may not be sufficient room to maneuver a barge-mounted excavator through the channel to the ramp.

Project Overview

- Location: Doug Crane Boat Ramp, St. Augustine, FL
- Purpose: Maintenance dredging to restore navigable depths and improve safety
- Method: Hydraulic dredging using an 8" -10" hydraulic dredge through fusion welded HDPE pipe

Method

Set-up and mobilization

A geotextile bag area will be designed based on the yardage provided by the County. Once the yardage has been established, geotextile tubes will be ordered from the manufacturer. Site grading will then begin. Site will be graded to flat and level either with material on site or imported fill, a 2-foot 4-sided berm will surround the geotextile tubes with a 20-mil fusion welded non-permeable liner covering the ground and the berms. A sump will be built into one end of the bag area, and a 4" centrifugal pump with float switches will be installed to pump the water back into the mixing zone.

An automated polymer injection system supplied by a third-party vendor will be set up on-site. The polymer aids dewatering and helps produce very clean effluent. The biodegradable polymer will be introduced before the material enters the geotube. Through a proprietary process, flow and density will be measured, and polymer dosage will be automatically adjusted in real time.

Once the bag area has been properly built, the boat ramp will be temporarily closed for mobilization of the dredge. A large all-terrain crane will be mobilized to lift a 30-ton hydraulic dredge into the water (this process will close the ramp for 1 day and will be communicated and approved by the County). If the scope is small enough that the large dredge is too big a tow, a 6" horizontal auger dredge may be utilized. It does not require a

crane, can be backed into the water with a standard pickup truck, and does not require closing the boat ramp.

With the dredge in the water, the fusion welded line can be connected to the dredge, and the dredging can commence. The amount of pipe to be fused will depend on the size and the length of the dredge template.

Prior to material transfer, a "wet test" will be conducted to check for leaks and proper data.

Operations

A pre-dredge survey as well as a dredge template will be uploaded into *Dredge Pak* on the dredge computer. This will allow the operator to see, in real time, the cut depths and template of the project.

Material will travel through the pipeline, get treated by the chemical, and enter the geotube to begin the drying process. All solids treated with polymer will stay captured in the geotube, and clean water will flow out of the tubes onto the liner and back into the mixing zone. Once the template has been covered and to the approved depth, a post-dredge, third-party survey will be conducted.

Post Dredging

A county-approved third-party surveyor will perform the post-dredge survey. (preferably the same surveyor that performed the pre-dredge survey) The post-dredge survey is a hydrographic survey conducted after dredging to verify that the work meets project specifications for depth, location, and volume. Results will be submitted to the County for their review and consideration. Once volumes, depths, and the dredging location have been verified as accurate, the County will release C&M to begin closeout and demobilization. No equipment or personnel will be removed from the site without the County's acknowledgment of completion.

Hauling of Material

Once the geotubes reach a percent solid safe enough to haul, C&M will begin hauling. A third-party contractor will be used to haul the material to a site approved by the County. The tubes will be cut open, and an excavator will be used to dig the material out of the tubes and load it directly into a dump truck. If the material is still wet, the dump truck's bed will be sealed to prevent leakage.

Site restoration

After all the material has been hauled to a landfill, the disposable geotubes and liner will be disposed of properly. The property will be regraded to its original use, including any limestone that needs to be imported or grass that needs to be laid.

Best Management Practices (BMPs)

- **Turbidity Control:**
 - Floating Type 3 turbidity curtains around the active dredge zone and dewatering outfall
 - Daily turbidity monitoring upstream/downstream in accordance with state and local laws
- **Spill Prevention:**
 - Spill kits at all equipment stations
 - All fuel tanks will have secondary containment
- Work limits and noise ordinances will remain within the county ordinances
- Life jackets will be worn when a person is within 10 feet of water, except when inside the cab of the equipment
- Hard hats and Hi-Viz clothing will be worn at all times
- Dredge will be marked in accordance with USCG navigation rules, and all pipelines will be marked with lights and "Dangerous: Dredge Pipeline"

Approach/Methodology

Vilano Boat Ramp

It is C&M's suggestion that the Vilano Boat Ramp be hydraulically dredged into Geotextile tubes. There is ample room in the parking lot to both provide a dewatering area large enough to complete the project as well as to maintain an open boat ramp (with limited parking) for the public. C&M believes the cleanliness of the worksite, along with reduced hauling issues, outweighs the "negatives" associated with this type of material handling.

Project Overview

- Location: Vilano Boat Ramp, St. Augustine, FL
- Purpose: Maintenance dredging to restore navigable depths and improve safety
- Method: Hydraulic dredging using an 8"-10" hydraulic dredge through fusion welded HDPE pipe

Method

Set-up and mobilization

A geotextile bag area will be designed based on the yardage provided by the County. Once the yardage has been established, geotextile tubes will be ordered from the manufacturer. Site grading will then begin. Site will be graded to flat and level either with material on site or imported fill, a 2-foot 3-sided berm will surround the geotextile tubes with a 20-mil fusion welded non permeable liner covering the ground and the berms. The liner captures the effluent water discharging out of the tubes and directs it towards the outfall back into the mixing zone.

An automated polymer injection system supplied by a third-party vendor will be set up on-site. The polymer aids dewatering and helps produce very clean effluent. The biodegradable polymer will be introduced before the material enters the geotube. Through a proprietary process, flow and density will be measured, and polymer dosage will be automatically adjusted in real time.

Once the bag area has been properly built, the boat ramp will be temporarily closed for mobilization of the dredge. A large all-terrain crane will be mobilized to lift a 30-ton hydraulic dredge into the water (this process will close the ramp for 1 day and will be communicated and approved by the County). With the dredge in the water, the fusion welded line can be connected to the dredge, and the dredging can commence. The amount of pipe to be fused will depend on the size and the length of the dredge template.

Prior to material transfer, a "wet test" will be conducted to check for leaks and proper data.

Operations

A pre-dredge survey as well as a dredge template will be uploaded into *Dredge Pak* on the dredge computer. This will allow the operator to see, in real time, the cut depths and template of the project.

Material will travel through the pipeline, get treated by the chemical, and enter the geotube to begin the drying process. All solids treated with polymer will stay suspended in the geotube, and clean water will flow out of the tubes onto the liner and back into the mixing zone. Once the template has been covered and to the approved depth, a post-dredge, third-party survey will be conducted.

Post Dredging

A county-approved third-party surveyor will perform the post-dredge survey. (preferably the same surveyor that performed the pre-dredge survey) The post-dredge survey is a hydrographic survey conducted after dredging to verify that the work meets project specifications for depth, location, and volume. Results will be submitted to the County for their review and consideration. Once volumes, depths, and the dredging location have been verified as accurate, the County will release C&M to begin closeout and demobilization. No equipment or personnel will be removed from the site without the County's acknowledgment of completion.

Polymer trailer will be washed out and hauled off, pipe removed from site, and dredge removed from water. Geotubes will remain on site until the material has been deemed ready for hauling.

Hauling of Material

Once the geotubes are at a percent solid safe enough to haul C&M will begin the hauling process. A third-party contractor will be utilized to haul the material to a site that has been approved by the county. The tubes will be cut open, and an excavator will be used to dig the material out of the tubes straight into a dump truck, if the material is still wet the dump trucks beds will be sealed to prevent leakage.

Site restoration

After all the material has been hauled to a landfill the disposable geotubes and liner will be disposed of properly. The property will be re-graded back to original use including any limestone that needs to be imported or grass that needs to be laid.

Best Management Practices (BMPs)

- **Turbidity Control:**
 - Floating Type 3 turbidity curtains around the active dredge zone and dewatering outfall
 - Daily turbidity monitoring upstream/downstream in accordance with state and local laws
- **Spill Prevention:**
 - Spill kits at all equipment stations
 - All fuel tanks will have secondary containment
- Work limits and noise ordinances will remain within the county ordinances
- Life jackets will be worn when a person is within 10 feet of water, except when inside the cab of equipment
- Hard hats and Hi-Viz clothing will be worn at all times
- Dredge will be marked in accordance with USCG navigation rules and all pipelines will be marked with lights and "Dangerous: Dredge Pipeline"

Approach/Methodology

Riverdale Park and Boat Ramp

C&M suggests that the Riverdale Park Boat Ramp be hydraulically dredged into Geotextile tubes. The overhead trees and shallow water make mechanical excavation of material prohibitive. As with the other projects, there is ample room in the parking lot to provide a dewatering area large enough to complete the project and to maintain an open boat ramp (with limited parking) for the public.

Project Overview

- Location: Riverdale Park and Boat Ramp, St. Augustine, FL
- Purpose: Maintenance dredging to restore navigable depths and improve safety
- Method: Hydraulic dredging using a 6" Horizontal auger dredge or an 8" -10" hydraulic dredge through fusion welded HDPE pipe.

Method

Set-up and mobilization

A geotextile bag area will be designed based on the yardage provided by the County. Once the yardage has been established, geotextile tubes will be ordered from the manufacturer. Site grading will then begin. The site will be graded to flat and level either with material on site or imported fill, a 2-foot 3-sided berm will surround the geotextile tubes with a 20-mil fusion welded non-permeable liner covering the ground and the berms. The liner captures the effluent water discharged from the tubes and directs it back into the mixing zone via the outfall.

An automated polymer injection system supplied by a third-party vendor will be set up on-site. The polymer aids dewatering and helps produce very clean effluent. The biodegradable polymer will be introduced before the material enters the geotube. Through a proprietary process, flow and density will be measured, and polymer dosage will be automatically adjusted in real time.

Once the bag area has been properly built, the team will either launch the 6" dredge at the site with a provided truck or unload the large dredge at an off-site location (to be determined) and push the dredge into place. With the dredge in the water, the fusion welded

line can be connected to the dredge, and the dredging can commence. The amount of pipe to be fused will depend on the size and the length of the dredge template.

Prior to material transfer, a "wet test" will be conducted to check for leaks and proper data.

Operations

A pre-dredge survey and a dredge template will be uploaded to *Dredge Pak* on the dredge computer. This will allow the operator to see, in real time, the project's cut depths and template.

Material will travel through the pipeline, get treated by the chemical, and enter the geotube to begin the drying process. All solids treated with polymer will stay suspended in the geotube, and clean water will flow out of the tubes onto the liner and back into the mixing zone. Once the template has been covered and to the approved depth, a post-dredge, third-party survey will be conducted.

Post Dredging

A county-approved third-party surveyor will perform the post-dredge survey. (preferably the same surveyor that performed the pre-dredge survey) The post-dredge survey is a hydrographic survey conducted after dredging to verify that the work meets project specifications for depth, location, and volume. Results will be submitted to the County for their review and consideration. Once volumes, depths, and the dredging location have been verified as accurate, the County will release C&M to begin closeout and demobilization. No equipment or personnel will be removed from the site without the County's acknowledgment of completion.

The polymer trailer will be washed out and hauled off, the pipe removed from the site, and the dredge removed from the water. Geotubes will remain on site until the material has been deemed ready for hauling.

Hauling of Material

Once the geotubes reach a percent solid safe enough to haul, C&M will begin hauling. A third-party contractor will be used to haul the material to a site approved by the County. The tubes will be cut open, and an excavator will be used to dig the material out of the tubes and load it directly into a dump truck. If the material is still wet, the dump truck's bed will be sealed to prevent leakage.

Site restoration

After all the material has been hauled to a landfill, the disposable geotubes and liner will be disposed of properly. The property will be regraded back to its original use, including any

limestone that needs to be imported or grass that needs to be laid. Any curbing or stops that were removed will be reset.

Best Management Practices (BMPs)

- **Turbidity Control:**
 - Floating Type 3 turbidity curtains around the active dredge zone and dewatering outfall
 - Daily turbidity monitoring upstream/downstream in accordance with state and local laws
- **Spill Prevention:**
 - Spill kits at all equipment stations
 - All fuel tanks will have secondary containment
- Work limits and noise ordinances will remain within the county ordinances
- Life jackets will be worn when a person is within 10 feet of water, except when inside the cab of the equipment
- Hard hats and Hi-Viz clothing will be worn at all times
- Dredge will be marked in accordance with USCG navigation rules, and all pipelines will be marked with lights and "Dangerous: Dredge Pipeline"



Section 5

Pricing



RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

**ATTACHMENT "L"
REVISED PRICING**

	Quantity:<1000 Cubic Yards	Quantity:1001-5000 Cubic Yards	Quantity:>5000 Cubic Yards
Mobilization	\$ Lump Sum \$50,000.00	\$ Lump Sum \$100,000.00	\$ Lump Sum \$150,000.00
Demobilization	\$ Lump Sum \$25,000.00	\$ Lump Sum \$50,000.00	\$ Lump Sum \$75,000.00
Hydraulic Dredging	\$ Per Cubic Yard 75.00	\$ Per Cubic Yard \$65.00	\$ Per Cubic Yard \$55.00
Mechanical Dredging	\$ Per Cubic Yard \$65.00	\$ Per Cubic Yard \$55.00	\$ Per Cubic Yard \$50.00
Hauling	\$ Per Mile \$9.00	\$ Per Mile \$9.00	\$ Per Mile \$9.00
Disposal	\$ Per Cubic Yard \$12.00	\$ Per Cubic Yard \$12.00	\$ Per Cubic Yard \$12.00
Site Restoration	\$ Lump Sum \$5,000.00	\$ Lump Sum \$15,000.00	\$ Lump Sum \$25,000.00
Debris/ Vessel Removal	\$ Per Ton \$1,500.00	\$ Per Ton \$1,000.00	\$ Per Ton \$750.00
<u>TOTAL</u>	\$81,661.00	\$166,141.00	\$250,876.00



Section 6

Administrative Information

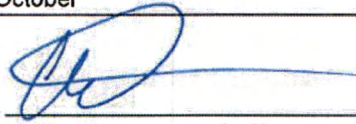
RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF C & M Dredging, Inc. (Proposer) being of lawful age and being duly sworn I, Christian Miller (Affiant) as President (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of 24th, October, 2025.

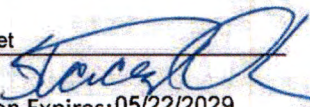


Signature of Affiant

STATE OF Florida

COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of October, 2025, by Affiant, who is personally known to me or has produced _____ as identification.

Stacey Delashmet
Notary Public 
My Commission Expires: 05/22/2029



RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "B"
PROPOSAL AFFIDAVIT

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, Christian Miller (Affiant) who, being duly sworn, deposes and says he/she is President (Title) of C & M Dredging, Inc. (Proposer) submitting the attached proposal for the services covered by the RFP documents for RFP NO RFP NO: 2254; COUNTYWIDE DREDGING SERVICES.

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

C & M Dredging, Inc.
(Proposer Firm)

By [Signature]
(Affiant Signature)

Christian Miller, President
(Printed Name & Title)

10/24/2025
Date of Signature

STATE OF Florida

COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of October, 2025, by Affiant, who is personally known to me or has produced President as identification.

Stacey Delashmet
Notary Public [Signature]
My Commission Expires: 05/22/2029



ATTACHMENT "D"
DRUG-FREE WORKPLACE FORM

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

C & M Dredging, 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 Proposal 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

10/24/2025

Date

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "E"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Lake

I, Christian Miller (Affiant), being duly authorized by and on behalf of C & M Dredging, Inc.
(Proposer) hereby swears or affirms as follows:

1. Proposer 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. If awarded, for the duration of Contract No. RFP NO: 2254 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer 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 Proposer and shall expressly require any subcontractors performing work or providing services pursuant to the awarded 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. Proposer 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. Proposer 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 awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Proposer shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 24th day of October, 2025.

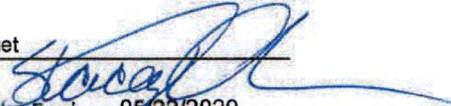

Signature of Affiant

Christian Miller
Printed Name of Affiant

President
Printed Title of Affiant

C & M Dredging, Inc.
Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th
day of October, 2025, by Affiant, who is personally known to me or has produced _____
as identification.

Stacey Delashmet
Notary Public 
My Commission Expires: 05/22/2029



RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "G"

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

I, Christian Miller ("Affiant"), being duly authorized by and on behalf of C & M Dredging, Inc. ("Bidder") hereby swears or affirms as follows:

1. The principal business address of Bidder is: 31653 Executive Blvd, Leesburg, FL 34748
2. I am duly authorized as 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 Proposer, 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.)

Signature of Affiant

Christian Miller, President

Printed Name & Title of Affiant

C & M Dredging, Inc.

Full Legal Name of Bidder

10/24/2025

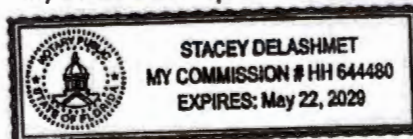
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of October, 2025 by Affiant, who is ☒ personally known to me or ☐ has produced _____ as identification

Stacey Delashmet
Notary Public

05/22/2029

My Commission Expires



RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

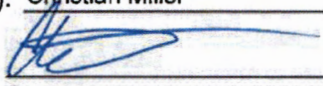
**ATTACHMENT "H"
NON-COLLUSION CERTIFICATION**

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): Christian Miller

SIGNATURE:  _____

TITLE: President

DATE: 10/24/2025

FULL LEGAL NAME OF PROVIDER:

C & M Dredging, Inc.

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

**ATTACHMENT "I"
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): Christian Miller

SIGNATURE:  _____

TITLE: President

FULL LEGAL NAME OF BIDDER: C & M Dredging, Inc.

DATE: 10/24/2025

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "J"

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

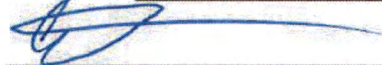
Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Proposer, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this 24th day of October, 2025.



Signature of Affiant

Christian Miller

Printed Name of Affiant

President

Printed Title of Affiant

C & M Dredging, Inc.

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of October, 2025, by Affiant, who is personally known to me or has produced _____ as identification.

Stacey Delashmet

Notary Public

My Commission Expires: 05/22/2029



RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "K"

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

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

Company Name	Services to be Performed	Primary Contact Name and Email
None		

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "M"
ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NUMBER	DATE RECEIVED	PRINTED NAME OF PROPOSER'S AUTHORIZED REPRESENTATIVE	TITLE OF PROPOSER'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF PROPOSER'S AGENT
1	09/26/25	Christian Miller	President	
2	10/24/25	Christian Miller	President	
3	10/29/25	Christian Miller	President	



DIVISION of
CORPORATIONS
an official State of Florida website

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

Detail by Entity Name

Florida Profit Corporation
C & M DREDGING, INC.

Filing Information

Document Number P11000033902
FE/EIN Number 45-1821920
Date Filed 04/06/2011
State FL
Status ACTIVE

Principal Address

31653 Executive Blvd
LEESBURG, FL 34748

Changed: 02/24/2025

Mailing Address

31653 Executive Blvd
Suite 2
LEESBURG, FL 34748

Changed: 01/17/2017

Registered Agent Name & Address

MILLER, CHRISTIAN L
31653 Executive Blvd
LEESBURG, FL 34748

Name Changed: 04/12/2012

Address Changed: 01/18/2021

Officer/Director Detail

Name & Address

Title P/D

MILLER, CHRISTIAN
7646 FROG LOG LANE
LEESBURG, FL 34748

Title S/T

MILLER, CHRISTIAN
7646 FROG LOG LANE
LEESBURG, FL 34748

Title VP/D

MILLER, AUSTIN C
31653 Executive Blvd
Suite 2
Leesburg, FL 34748

Annual Reports

Report Year	Filed Date
2023	03/16/2023
2024	01/23/2024
2025	02/24/2025

Document Images

02/24/2025 -- ANNUAL REPORT	View image in PDF format
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**ST. JOHNS COUNTY, FL
BOARD OF COUNTY COMMISSIONERS**

REQUEST FOR PROPOSALS

RFP NO: 2254

COUNTYWIDE DREDGING SERVICES

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main
www.sjcfl.us/Purchasing/index.aspx

FINAL: 09/24/2025

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PART I: GENERAL SOLICITATION REQUIREMENTS

A. DEFINITIONS

Terms used within this Request for Proposals ("RFP") shall have the meaning as set forth in the St. Johns County Purchasing Policy ("Policy"), or as provided herein. Terms defined herein, for specific application to this project shall govern over terms defined in the Policy.

B. PURPOSE & INTENT

The purpose for this RFP is to solicit Proposals from qualified Proposers, for performance of as needed maintenance dredging services at various locations throughout the county. The intent of the County is to select one or more Contractors and enter into contracts to perform the required work, based upon the evaluation of the submitted Proposals in accordance with the Evaluation Criteria provided herein.

C. SUBMITTAL DEADLINE & LOCATION

Proposals submitted in response to this RFP must be delivered to and received by the SJC Purchasing Department by or before **four o'clock (4:00PM EDST) on Thursday, October 30, 2025**. Any proposals received by the SJC Purchasing Department after the stipulated deadline shall not be considered and will be returned to the Proposer, unopened.

Proposals must be submitted to:

SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

The County is not responsible for Proposals that are incorrectly labeled, addressed, mailed, or otherwise end up in an inappropriate location other than the SJC Purchasing Department. Any such Proposal that is not received in the SJC Purchasing Department shall be returned to the Proposer, unopened.

All mail delivered to the County is processed through SJC Central Receiving. Proposers must factor the additional time for processing when mailing their Proposals to the County. Any Proposals that are not delivered to the SJC Purchasing Department by the Submittal Deadline above shall not be considered, even if the Proposal is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Proposals that are delayed in delivery due to mail processing activities of the County's Central Receiving Office.

D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFP must be directed, ***in writing***, to the following Designated Point of Contact provided below:

Designated Point of Contact: Alexis Colbert, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: acolbert@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Aldayne Harriot, Procurement Coordinator, at aharriott@sjcfl.us.

E. LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Proposers **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP. Any such communication is a violation of the Policy and shall result in disqualification, and removal from consideration for award of a contract under this RFP.

F. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFP shall be directed, in writing, to the Designated Point of Contact provided above, by or before **four o'clock (4:00PM) EDST on Thursday, October 16, 2025**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the Proposal submittal deadline in order to clarify or answer questions as necessary to serve the best interest of the County.

G. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events below. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFP, through and until the deadline for submitted Proposals, the County will issue an Addendum to this RFP.

Broadcast of RFP	August 27, 2025
Deadline for Questions	October 16, 2025
Issuance of Final Addendum	October 23, 2025
Proposal Submittal Deadline	October 30, 2025
Evaluation Meeting of Submitted Proposals	November 5, 2025
Shortlist Interviews/Presentations (if applicable)	November 10, 2025
Negotiations	November 13 – October 20, 2025

H. ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this RFP will be provided via Addendum and posted to Demandstar (www.demandstar.com) with the RFP Documents. All planholders for this RFP will be notified of the posted Addendum by Demandstar. It is the Proposer's responsibility to obtain all issued Addenda, either through Demandstar, or from the Designated Point of Contact, as provided herein. The County is not responsible for a Proposer's failure to obtain any issued Addendum.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the Submittal Deadline for Proposals, however, the County reserves the right to issue addenda at any time prior to the Submittal Deadline for Proposals, if the County determines that the issuance of the addenda serves the best interest of the County.

Proposers are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum, by signing and including each Addendum in the submitted Proposal. Failure by the Proposer to appropriately consider and incorporate the addenda into their submitted Proposal may cause the submitted Proposal to be deemed non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Director, or designee, to determine whether or not an Addendum is material to the submitted Proposal, resulting in disqualification and removal from consideration for award. The County reserves the right to request from any Proposer, copies of any missing addenda, if the content included in the Addenda is not of a material nature to the merit of the submitted Proposal.

I. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the County's governing body shall not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

J. COMPLIANCE WITH FLORIDA STATUTE 287.138

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.

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.

K. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

L. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

M. RIGHT TO REJECT/ACCEPT

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Proposer that best serves the interest of St. Johns County.

N. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All terms and conditions of the St. Johns County Purchasing Policy ("Policy") and associated procedures are incorporated into this RFP Document by reference and are fully binding. Proposers are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the Policy and associated procedures.

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy and associated procedures. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Policy and associated procedures.

O. SUB-CONTRACTORS

If a Proposer elects to sub-contract with any firm(s), for any portion(s) of the required Services, Proposer must identify such subcontracted firm(s) in the submitted Proposal, along with the portion(s) of Services they are intended to perform. The County may, at its discretion, require any Proposer to submit any and all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the subcontracted firm(s) proposed to perform services to ensure, to the County's satisfaction, that the firm(s) are appropriately qualified and capable to perform the specified Services.

Prior to the award of a contract, the County will notify the Proposer in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Proposer then may, at his option, withdraw the submitted Proposal, or submit an acceptable substitute at no change in terms of the submitted Proposal. If the Proposer fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may disqualify the Proposer, at no cost to the County.

The County reserves the right to disqualify any Proposer, Consultant, Contractor, Supplier, or Individual due to previously documented issues with performance, quality or compliance.

Any firm(s) or individual(s) subcontracted by the awarded Contractor to perform any portion(s) of the required Services, must only perform the Services for which they were proposed, and shall not be changed without prior written approval by the County.

The awarded Contractor shall be responsible for any and all Services performed by any subcontracted firm(s) or individual(s), and such subcontracts shall not relieve the awarded Contractor of any of the obligations and responsibilities stated in the awarded Contractor.

P. E-VERIFY

As a condition precedent to entering into the awarded Contract, and in accordance with section Florida Statute § 448.095, Florida Statutes, Contractor and all 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.

1. Contractor shall require each subcontractor 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 the awarded Contract.
2. 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 Florida Statute § 448.09(1), or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. 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.
4. Contractor acknowledges that, in the event that the County terminates the awarded 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 the awarded Contract for breach of these provisions regarding employment eligibility.

PART II: SCOPE OF SERVICES

A. OBJECTIVE

The objective of the County is to contract with one or more qualified and experienced Contractors to provide as-needed maintenance dredging of the following boat ramps in St. Johns County, Florida: (1) Doug Crane Boat Ramp and Channel, located at 1039 Shore Drive, St. Augustine, Florida 32086; (2) Vilano Beach Boat Ramp and Channel, located at 101 Vilano Causeway, St. Augustine, Florida 32084; (3) Frank Butler West Boat Ramp and Channel, located at 400 Riverside Boulevard, St. Augustine, Florida 32080; and (4) Riverdale Park Boat Ramp and Channel, located at 981 CR-13, Fruit Cove, Florida 32095, as determined by the County.

B. SCOPE OF SERVICES

The Contractor shall be responsible for providing any and all labor, materials, equipment, supervision, temporary utilities, permitting, mobilization, site preparation, transportation to the disposal site, project site restoration, demobilization, and any other items necessary for as-needed maintenance dredging, as requested by the County.

Documentation of pre and post site conditions, dredging, disposal of dredged material, monitoring, reporting, weekly progress meetings are required by Contractor for each project. If the spoils are transported by truck, the material must be sufficiently dried or hauled in sealed trucks, such that no leakage of the dredged material will be dropped on the roads. The Contractor shall be required to comply with the Florida Department of Transportation (FDOT) and/or other applicable local, state, and federal law, rule, regulation, code, and/or ordinance regarding the transportation of materials. A letter must be provided by the Contractor to the County noting the approved disposal facility that will be

receiving the dredge spoils, with a valid point of contact. Each project shall have a scope of work that is independent and stand alone, which shall be established at the time the County requests a pricing proposal from an awarded firm regarding a specific project, or scope of work. The contractor shall be responsible for either 1) verifying that the proposed dredging can be performed under existing permits or permit exemptions, or 2) obtaining any permits that may be required for the dredging, spoils processing area/facility, and spoils disposal. If new permits or permit exemptions are required for the project, the contractor shall include in his proposed schedule the time that is anticipated for obtaining such permits or exemptions. At no time shall the contractor do any dredging exceeding the permitted dredge template. At no time shall any work be performed under the awarded Contract(s) without a fully executed Task Order, as issued by the County's Purchasing Department.

The County will provide a hydrographic survey to Contractor prior to dredging, at the expense of the County. This pre-dredge survey will specify a dredge template and be used to calculate the cubic yards required to be dredged to meet the template. The County will not pay for quantities above what is shown in the pre-dredge survey. A post-dredge hydrographic survey will be conducted by the County, at the expense of the County, upon dredge completion, to verify that the template has been met. If the template has not been met, Contractor shall perform additional dredging to meet the template. Upon completion of additional dredging, another post project hydrographic survey will be conducted by the County's contracted approved surveyor to verify that the template has been met and will be at the expense of the Contractor.

The material to be dredged is unclassified and may contain silts, sand, clay, muck, rock, concrete, debris, steel cable, rope, tires, timber or other material which may have been cast overboard or sunken and may contain toxic chemicals.

The Contractor shall exercise all available options for waterways, parking areas, docks, piers, boat ramps, and other associated infrastructure to remain open and accessible during dredging. If a closure is necessary, approval from the County will be necessary prior to commencement of any dredging. Approval of ramp closures on weekends or holidays should not be expected. The Contractor shall demonstrate the necessity to the County and request approval, in writing, for the closure no less than four (4) weeks in advance. Similarly, the County may approve use of a portion of a parking area, boat ramp, and/or dock for sole use by the Contractor during operations. The Contractor shall request approval, in writing, from the County in advance of the use of facilities.

1. Responsibilities of Contractor(s)

Upon award and issuance of a Task Order for any project, the Contractor(s) shall be required to satisfactorily complete the project, as required by the County, which shall include, at a minimum, the following:

a. Labor, Materials, & Equipment

For each project, the Contractor shall be responsible for providing all labor, materials, and equipment, including necessary barricades (type 3), message boards, etc. for ramp closures necessary to perform the work required to satisfactorily complete the project. Any exceptions to this requirement must be approved, in writing, by the County, and shall be on a project-by-project basis. Means and methods of dredging shall be determined by the contractor.

b. Sub-Contractors

The Contractor shall be required to submit all proposed sub-contractors in the pricing proposal provided to the County for each prospective project. All sub-contractors must be approved by the County before performing any work on any project authorized under the awarded Contract. Failure by the Contractor to receive County approval on any sub-contractor for any project, prior to performing work, will constitute default of the requirements of the Contract, and may result in termination. The Contractor is responsible for ensuring that all sub-contractors performing work on any project are in compliance with all terms and conditions included in the awarded Contract.

c. Safety

The Contractor shall be responsible for complying with all rules, regulations, laws, codes, and ordinances regarding the protection and safety for persons and property on the site of each project, always.

All materials removed by the Contractor, or any sub-contractors, from any structures or portions of structures must be removed from the site daily and properly disposed of. When any part of any project must be left incomplete, or any material remains on the property at the conclusion of the workday, it shall be the responsibility of the Contractor to secure the area to minimize hazards.

The Contractor shall provide for the safety and convenience of the general public and the boating public to include the protection of people and property. The Contractor shall minimize disruptions to the boating public and maintain the operations of docks and piers.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless designated otherwise in writing by the Contractor, shall be on 24- hour call and able to respond to the work site within one hour of being notified. All construction shall be subject to the requirements and safety standards of Occupational Safety and Health Administration (O.S.H.A.).

d. Security

The Contractor shall be responsible for providing a secure area to prevent theft, accidents, or other hazards at the project site. The work area must be restricted to the Contractor's personnel, sub-contractors, the County, or his designee, and state or local inspectors.

e. Debris Removal and Site Restoration

The Contractor shall be responsible for removing all work-related materials, trash, and other debris upon completion of each project, unless otherwise directed by the County. All trash, materials or other debris must be legally and properly disposed of at an appropriately licensed and permitted waste facility or landfill. The contractor shall restore the site to pre-project conditions. The contractor shall be responsible for documenting pre-project site conditions by submitting photographs to the County representative, prior to mobilization to the site. Any site deficiencies that are not documented with such photos as existing prior to the project, shall be corrected by the Contractor, at his expense, upon completion of the contract, and before final acceptance is granted.

f. Personnel

The Contractor shall be responsible for compliance with all local, state and federal regulations regarding identification of all personnel and employees, including work ready or temporary employees, and sub-contracted employees or personnel.

g. Coordinator of Work

The Contractor shall be responsible for maintaining communication with the designated County representative(s) working on any project. The Contractor is responsible for coordination of authorizing paperwork, project changes, problems, and any other issues on a project, and shall designate a representative to whom all items shall be directed throughout the duration and completion of each project. Should the Contractor decide a County boat ramp needs to be closed, for any reason, the Contractor shall notify the County, in writing, four weeks in advance of any closure and await approval from the County before the closure.

h. Water Quality

The contractor shall be required to carry out all projects with respect to the environment, reducing overflow and limiting turbidity. The goal will be to support the natural processes and uses of the waterway.

PART III: PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT

A. PROPOSER RESPONSIBILITIES

Proposers are responsible for any and all costs associated with developing and submitting a Proposal in response to this RFP. Additionally, Proposers are solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Proposer may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any

Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

All Proposals received in response to this RFP shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting a Proposal, each Proposer certifies that he/she has fully read and understands any and all instructions in this RFP, and has full knowledge of the scope, nature, and quality of work to be performed. All Proposals submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days.

Proposers are responsible for complying with all applicable provisions of the St. Johns County Purchasing Policy as well as all applicable rules, laws, codes and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

Proposers must be fully licensed to do business and perform the required Services in the State of Florida and St. Johns County. Failure to demonstrate at least the minimum qualifications in the submitted Proposal shall be grounds for a Proposer to be deemed non-responsive, and to be removed from further consideration. Proposer must submit sufficient documentation to clearly demonstrate that the Proposer meets or exceeds the following minimum qualification requirements:

1. Must have an active registration with the State of Florida, Department of State, Division of Corporations. Proof of registration must be provided with the Proposal.
2. Must be currently licensed as a State of Florida Licensed Marine Contractor.
3. Must possess, or obtain upon award, a current Local Business Tax Receipt for St. Johns County, or other jurisdiction in FL.
4. Must have successfully completed, as the lead firm, a minimum of three (3) projects in the State of Florida in the last Five (5) years of similar size and scope to that described herein.

Failure by any Proposer to sufficiently demonstrate material compliance with the minimum qualification requirements stated above, shall result in the Proposer being deemed non-responsible and removed from further consideration.

C. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Proposer must mark each page of the submitted RFP Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

D. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the awarded Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

2. In accordance with Florida law, to the extent that Contractor's performance constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under the awarded Agreement, Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (b) 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 law;
- (c) Ensure that public records related to the awarded Agreement 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 the awarded Agreement and following completion of the awarded Agreement if the Contractor does not transfer the records to the County; and
- (d) Upon completion of the awarded Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of the awarded Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the awarded Agreement, the Contractor shall meet all applicable 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.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, (904) 209-0805, publicrecords@sjcfl.us.

E. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Proposers may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

Proposers shall not include the St. Johns County Seal/Logo in any part of their submitted package. Any packages received by the SJC Purchasing Department, which contain the County Seal/Logo may be deemed nonresponsive to this requirement. The County reserves the right to request the submitting firm to resubmit a package with the County Seal/Logo removed, within twenty-four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the County.

F. CONFLICT OF INTEREST

Proposers must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Proposers must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Proposers are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Proposer may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Proposers must disclose any employment or contractual relationship with any County employee or officer within the submitted Proposal, along with any potential ownership interest of the Proposer Firm held by a County employee or officer.

No Proposer, or Key Personnel of a Proposer may participate in more than one (1) response to this RFP. Participation in multiple responses shall result in the disqualification and removal from consideration all Proposers involved.

The awarded Consultant must promptly notify the County, in writing, any and all potential conflicts of interest for any prospective or current business association, interest, or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of the work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

G. PROPOSAL SUBMITTAL FORMAT

Proposer must submit a Proposal consisting of one (1) original hard copy of the Proposal, and one (1) exact electronic PDF copy of the hard-copy original on an unlocked USB Drive, in a sealed envelope or container, labeled with the Proposer's full legal name, mailing address, and the solicitation name and title.

Proposals must use 8 1/2"x11" pages, with no less than 1/2" margins and 11pt font. CD/DVD is not an acceptable alternative to the USB Drive. All headings, sections, and sub-sections must be appropriately identified.

Submitted Proposals must include documentation to satisfactorily demonstrate all required information, and may include supplemental information, as needed, to appropriately address any required component of this RFP, provided that the Proposal complies with all requirements specified herein, including any page limits.

Submitted Proposals must include, at a minimum, the following components, including any and all forms and attachments provided herein, as listed below:

Section 1: Proposal Cover Page (Complete and Submit) and Cover Letter

Proposers shall complete and submit the Proposal Cover Page provided herein, and must also provide a 1-2 page cover letter that must include, but is not limited to, the following:

- Full legal company name, including any applicable fictitious name(s) and company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing address (if different), including any other location(s) which may perform portion(s) of the Services;
- Primary point of contact information (name, phone, and email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.) and business philosophy; and
- Brief statement regarding Proposer's interest in this solicitation.

Delegation of Authority

Proposer must provide a signed Delegation of Authority Letter for any representative(s) signing the Proposal on behalf of the Proposer, who are not principals, owners, partners, etc., for the Proposer's firm. The Delegation of Authority letter must state the levels of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Proposer's firm.

Section 2: Company and Staff Qualifications

Proposer must provide documentation to fully demonstrate the qualifications, credentials, education and capabilities of the Proposer's firm and all Key Personnel who may perform Services, if awarded. The required documentation shall include, at a minimum:

Licenses/Certifications – Proposer must provide all current licenses and certifications held by the Proposer relative to the specified Services.

Project Team – Proposer must provide the Key Personnel who will comprise the project team, and provide description of their qualifications, education and capabilities to perform the Services addressed within the proposal. Indicate whether the firm currently has on payroll all employees necessary for performance of all the required work or whether firm would have to hire new employees. Describe staffing plans and the intended presence in the County. Proposer must disclose any conflict of interest, real or potential, due to any other clients, contracts, or property interests. Must complete and submit **Attachment C** – Conflict of Interest Disclosure Form.

Certificates of Insurance – Proposer must demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein or must provide documentation from a qualified provider certifying the Proposer's ability to obtain the required insurance coverages upon award.

Claims and Litigation History – Proposer must provide a list of all claims and/or litigation history for the past seven (7) years by completing and submitting **Attachment F**.

Section 3: Related Experience

Proposer must provide documentation to demonstrate all experience within the past five (5) years relevant to the Scope of Services and provided to government entities. The information submitted must provide the name of entity/agency, summary of services provided, dates of performance, cost of services provided, and point of contact with agency with contact information (i.e. name, title, email address, phone number).

Section 4: Approach / Methodology

Proposer must provide a written narrative detailing the proposed approach and methodology for performing the required services, and how the proposed approach is going to prove successful for the County. The narrative must provide details related to the strategies and processes to be utilized for the various aspects of the specified Services, and any additional information necessary to provide a clear understanding of how the Proposer intends to perform.

Section 5: Pricing

Proposer must complete and submit, on Attachment "L" Pricing.

Section 6: Administrative Information

Proposers shall submit the completed County Attachments, as provided herein, along with all acknowledged Addenda issued by the County during the solicitation.

H. DETERMINATION OF RESPONSIVENESS

The SJC Purchasing Department shall review each submitted Proposal for responsiveness and responsibility to the requirements provided herein. Any Proposer who is deemed non-responsible and any Proposal that is materially non-responsive to the requirements of this RFP shall be disqualified and removed from consideration prior to evaluation of Proposals. Only those Proposals from responsible Proposers shall be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

I. EVALUATION OF PROPOSALS

All responsive Proposals will be evaluated by an Evaluation Committee of no less than five (5) individuals. Evaluators will review and score the Proposals, individually, with no interaction or communication with any other individual. Evaluators' scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Proposals shall be in accordance with the Evaluation Criteria as provided herein. County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a Proposer, including past performance (experience) with the County prior to making any recommendation for award, or moving forward with negotiations.

In the event the Evaluation Committee determines that interviews and/or presentations from a shortlist of Proposers is necessary in order to make a recommendation for award, such determination shall be communicated to the Proposers with details as to the requirements of such interviews and/or presentations. The interviews/presentations will be scored by the Evaluation Committee, and the scores shall be added to the scores for the proposal for each Proposer, to determine the Total Score for each Proposer. The criteria by which presentations will be scored will be provided to the shortlisted Proposers with the notification by the County. Scores for the interviews/presentations shall be announced at a subsequent Public Evaluation Meeting, in accordance with Florida Sunshine Law.

J. EVALUATION CRITERIA AND SCORING

Proposals shall be evaluated in accordance with the Evaluation Criteria and associated scoring provided below:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Company and Staff Qualifications	35
B. Related Experience	35
C. Approach/Methodology	60
D. Pricing	20
Total Points Possible:	150
F. Interviews/Presentations – Shortlisted Firms (If Applicable)	25
Total Points Possible:	175

K. FORMULA FOR EVALUATION OF PRICING:

The Pricing component of each Proposal shall be scored based on a pro-rata distribution of points according to the services identified in the RFP submitted on **Attachment L** by each Proposer. The Proposer with the lowest over-all costs will receive the maximum points possible, and all other Proposers shall receive a score based on the formula provided below.

Vendor	Proposed Price	Percentage	By	Weight	Equals	Weighted Score***
A	\$20,000.00	100	X	20	=	20
B	\$25,000.00	80*	X	20	=	16
C	\$28,000.00	71**	X	20	=	14

* Vendor B's percentage is $\$20,000.00 \div \$25,000.00 = 80\%$

** Vendor C's percentage is $\$20,000.00 \div \$28,000.00 = 71\%$

*** Weighted Score shall be rounded to nearest whole number

L. SHORTLIST PRESENTATIONS/INTERVIEWS

Upon evaluation of Proposals, the Evaluation Committee shall determine whether or not presentations or interviews are needed from all, or a shortlist of, Proposers in order to make a final recommendation for award. In the event

presentations/interviews are determined to be necessary, the Proposers to be invited to participate will be identified. Participants shall be determined based upon the scoring of the Proposals. The makeup of the presentations/interviews will be provided to the shortlisted Proposers after the initial evaluation meeting. The score for presentations/interviews shall be added to the score for the Proposals, to determine the total score and ranking of the shortlisted Proposers.

M. NEGOTIATIONS & AWARD

Upon evaluation and final ranking of Proposals, including any interviews and/or presentations (if applicable), a Notice of Intent will be issued, expressing the County's intent to move forward. The County is under no obligation to award a Contract as a result of this RFP. Any award of a Contract shall be contingent upon successful negotiations with the selected Proposer, and availability of lawfully appropriated funds for this purpose (as applicable).

It is the intent of the County to enter into negotiations with the top ranked firm, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked firm. If the County and the selected Proposer are able to reach an agreement for the required Services, a Contract will be executed. If the County and the selected Proposer are unable to reach an agreement, the County shall cease negotiations with the top ranked firm, and shall initiate negotiations with the next successively ranked firm with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm in the rankings does not serve the best interest of the County.

The negotiated Contract shall be presented to the Board of County Commissioners ("Board") for approval to execute.

N. PROTEST PROCEDURES

Any actual Proposer who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the 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 Director of Purchasing & Contracts. Protestor shall submit the Protest 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.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of this RFP is to issue multi-year Contracts to the awarded Proposers. The Contract Term shall be for five (5) years, providing satisfactory performance has been maintained by the Contractor, and subject to the availability funds. The County reserves the right to further extend the contract, as necessary, to complete any ongoing projects, or if it is determined to be in the best interest of the County to do so.

Any contract(s) negotiated with any individual or firm responding to this RFP will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

In the event that a Contract is attached to the RFP, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to the RFP, it is expressly understood that the County's preference/selection of any proposal does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any proposal, contract negotiations will follow between the County and the selected Proposer. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Proposer. The County reserves the right to delete, add to, or modify one or more components of the selected Proposer's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

It is expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Proposer(s). The County reserves the right to delete, add to, or modify one or more components of the selected Proposer's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

B. UNIT PRICING

Unit Pricing shall include: all materials, labor, equipment, supervision, temporary utilities, permitting, mobilization, site preparation, transportation to disposal site, project site restoration, demobilization, insurance, bond(s), taxes, fees, overhead, and profit that the Contractor will incur by performing the required Work.

The unit pricing under this Bid shall remain firm throughout the first year of this Contract Agreement. Pricing increases shall be considered on an annual basis no later than sixty (60) calendar days prior to the Contract Agreement Anniversary Date. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Anniversary Date. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior **twelve (12) months CPI - All Urban Consumers (CPI-U)**, or 4% whichever is less unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

C. AWARD OF WORK

Work shall be authorized on an as-needed basis through executed Task Orders, as determined by the County. The County will request pricing proposals from all Awarded Contractors for each project.

The County offers no guarantee of any work to any Contractor. Award of a Contract does not mean that any Work will be awarded to the Contractor.

D. TASK ORDERS

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by authorized representatives of the Contractor and St. Johns County. Task Orders shall be issued by the SJC Purchasing Department. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Policy. Contractor must not perform any work without a fully executed Task Order.

The requesting SJC Department shall be responsible for determining estimated quantities of items for each project/scope of work and requesting pricing proposals from the Contractor(s). Award of a Task Order shall be determined by the Requesting SJC Department based upon cost comparison between vendor(s) under contract, schedule and current workload of the vendor(s), and relative capability of the vendor(s) for the individual Task Order.

Each Task Order shall include all of the following information:

- Master Contract Name & Number,
- Contractor Name & Address,
- Task Order Number, Project Name,
- Scope of Work,
- Cost of Project,
- Schedule for Completion, and
- Any and all terms and conditions associated with the project.

Any and all changes to a project shall be authorized through a Contract Change Order or Amendment as applicable to the change being authorized. Changes must be requested and/or approved by the Project Manager, Department Head and Purchasing Manager. The Contractor shall then submit a proposal for the change to the Purchasing Division

representative. No additional or alternate work shall be performed by the Contractor until receipt of a fully executed Change Order or Amendment.

E. CHANGE ORDERS

Change orders will be processed in accordance with Section 14.4 of the Purchasing Policy.

F. PUBLIC CONSTRUCTION BONDS

The Contractor shall be required to obtain and submit recorded Public Construction Bonds on any Contract Task Order issued with a cost greater than one hundred thousand dollars (\$100,000.00) per Florida Statute 255.05. The Contractor shall furnish the required bond, after full execution of the authorizing Task Order, in the form provided by St. Johns County, covering the faithful performance of the Contract and the payment of all obligations arising there under in the full amount of the Contract Task Order, with such acceptable sureties, secured through the Contractor's usual sources as may be agreeable to the parties. The Bond shall be released upon satisfactory completion of the project.

The waiver of a bond relieves the supplier of the requirement of posting a bond. In accordance with Florida Statutes §255.05, the Director of Purchasing & Contracts and the County Administrator may waive requirements to obtain a bid bond. If the requirement is waived, documentation of such waiver will be maintained by the Purchasing Department.

SURETY BOND

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
4. Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

TIME OF DELIVERY AND FORM OF BONDS

The Public Construction Bond form will be forwarded to the Contractor with his copy of the fully executed Contract Task Order. The Public Construction Bond must be recorded after the Task Order is signed by all parties. The Contractor shall have three (3) days from receipt of fully executed Task Order to have the Public Construction Bond recorded in the County Clerk's Recording Office, St. Johns County, Florida. After the book and page number have been assigned to the bond by the recording person, the Contractor shall obtain a certified copy of the recorded bond from the recording person, and deliver the certified copy to the SJC Purchasing Department representative. No work shall commence until the required bond has been delivered to the SJC Purchasing Department.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided by the County.

The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his or her Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

G. CONTRACT TIME – LIQUIDATED DAMAGES

The Contract Time shall be determined at the time of issuance of each Task Order. Contract time shall be stipulated in consecutive calendar days for completion of all authorized work.

H. PERFORMANCE

At any point in time during the term of the Contract with the awarded Contractor(s), County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, services and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that Contractor no longer possesses the financial support, services and organization which would have been necessary during the RFP evaluation period in order to demonstrate appropriate capability to perform the required services.

I. TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination for default by the Contractor. In the event of the Contractor's default, County shall issue a Notice of Default, which shall articulate the specific duties and obligations for which the Contractor is in default, and the amount of time provided to the Contractor to cure such default. If the Contractor fails to cure the default, or to submit an acceptable plan to cure the default, as determined by the County, within the timeframe specified in the Notice of Default, the County may terminate the Contract for Cause, upon giving no less than seven (7) days written notice to Contractor.

In addition to the above, the County may terminate the Contract at any time, without cause, upon thirty (30) days written notice to the Contractor.

J. FORCE MAJEURE

Force Majeure: Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this agreement due to any one of the following circumstances beyond the control of the Contractor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, county, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The County is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

Delay: Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's work error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described above. Within ten (10) days after the onset of a delay, Contractor shall notify the County in writing of the delay which shall provide: (1) a detailed description the delay and its probable duration, (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. Notice provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another County contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the County, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

K. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

L. LICENSES, PERMITS & CERTIFICATIONS

The Contractor shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Contractor, for any lapse in require licenses, permits, or certifications required for any portion of the required Services.

M. COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT

The awarded Contractor warrants that the product/s, or services supplied to St. Johns 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 contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

The awarded Contractor further certifies that if the material, equipment, service, etc., delivered or provided 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 the Contractor. All Personal Protective Equipment used by the Contractor, their employees, as well as personnel supplied by any subconsultants and subcontractors shall be ANSI certified and meet OSHA standards.

N. PAYMENTWORKS REGISTRATION

The County has implemented a registration process for awarded Suppliers, which includes Contractors and Consultants *even* if the Supplier, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system. Upon award, Supplier will receive an invitation to register from the County Purchasing Department, via email, which will originate from the PaymentWorks system. If a Supplier has already registered within PaymentWorks, the registration does not have to be done again. However, in order to link the Supplier's current account with the County in PaymentWorks, the Supplier must provide the email to the person that is used on the Supplier's current account in PaymentWorks. The Supplier is responsible for completing the registration process for acceptance by the County, in order to receive any payments. The County **cannot** edit, input and/or bypass any portion of the registration for the Supplier. If there are any questions about this process, Suppliers can reach out to Joanie Chiarelli at jchiarelli@sjcfl.us.

G. INSURANCE REQUIREMENTS

Proposer must include in the submitted Proposal, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Proposer's ability to obtain the required coverages upon award may be grounds for Proposer being deemed non-responsive and removed from further consideration.

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. Awarded Contractor shall furnish proof of insurance to the County prior to execution of the awarded Contract. No Work shall commence under the awarded Contract until Contractor has obtained all insurance coverages required by the Contract Documents. Certificates of insurance shall clearly indicate the Proposer has obtained insurance of the type, amount, and classification as required by the Contract Documents. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

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.

The types and amounts of insurance required under the Contract do not in any way limit the liability of Awarded Contractor including under any warranty or indemnity provision of the Contract or any other obligation whatsoever

Awarded Contractor may have to the County or others. Nothing in the Contract shall limit the Awarded Contractor to the minimum required insurance coverages found in the Contract.

The term "Additional Insured" 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 coverage 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

Awarded Contractor shall procure and maintain during the life of the awarded Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Proposer, a Sub-Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Proposer or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

Awarded Contractor shall procure and maintain during the life of the awarded Agreement, 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 the Contract, whether such services or operations are by Awarded Proposaer 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.

Awarded Contractor shall procure and maintain during the life of the awarded Agreement, 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.

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

In addition to the standard insurance requirements specified in the Standard Agreement, this project will require USL&H Insurance (Longshore Harbor Worker's Compensation Act – LHWCA).

The Contractor shall maintain, throughout the duration of the awarded Contract, Builders Risk insurance, property insurance written on an "all risk" policy form including coverage for Earthquake, Flood, Windstorm, Debris Removal, Hot and Cold Testing in the amount of the initial contract sum, plus the value of subsequent contract modification and cost of material supplied or installed by others, comprising total value for the entire project at the site on replacement cost basis. The named insured should include Owner, General Contractor and Subcontractors. The policy should waive any co-insurance penalties. Covered Property to include Permanent Works: Materials, supplies, equipment, machinery and property of others, if the insured is contractually responsible and the value is included in the total project, Temporary Work: scaffolding, form work, fences, shoring, falsework, temporary buildings, Offsite Locations, Offsite Storage and Transit.

Providing and maintaining adequate insurance coverage is a material obligation of awarded Contractor. County has no obligation or duty to advise Awarded Contractor of any non-compliance with the insurance requirements contained in this Section. If Awarded Contractor fails to obtain and maintain all of the insurance coverages required herein, Awarded 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 Awarded 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.

H. INDEMNIFICATION

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 intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, 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 intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, 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.

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.

PART V: ATTACHMENTS/FORMS

The required forms and attachments that each Proposer must complete, sign, have notarized and include as part of their submitted Proposal are on the following pages.

Attachment A	Affidavit Of Solvency
Attachment B	St. Johns County Affidavit
Attachment C	Conflict Of Interest Disclosure Form
Attachment D	Drug-Free Workplace Form
Attachment E	E-Verify Affidavit
Attachment F	Claims, Liens, Litigation History
Attachment G	Public Entity Crimes Statement
Attachment H	Non-Collusion Certification
Attachment I	Equal Opportunity Report Statement
Attachment J	Affidavit Regarding the Use of Coercion for Labor and Services
Attachment K	List of Proposed Sub-Contractors / Suppliers
Attachment L	Pricing
Attachment M	Acknowledgement of Addenda

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

COVER PAGE

ST. JOHNS COUNTY PURCHASING DEPARTMENT
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF PROPOSER: _____

MAILING ADDRESS: _____

POINT OF CONTACT FOR RFP:

NAME & TITLE: _____

EMAIL ADDRESS: _____

POINT OF CONTACT FOR INVITATION TO PAYMENTWORKS:

NAME & TITLE: _____

EMAIL ADDRESS: _____

DATE: _____

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ (Proposer) being of lawful age and being
duly sworn I, _____ (Affiant) as _____ (Title) (*ex: CEO,
officer, president, duly authorized representative, etc.*) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of _____, 20____.

Signature of Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____
day of _____, 20____, by Affiant, who is personally known to me or has produced _____
as identification.

Notary Public

My Commission Expires: _____

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "B"
PROPOSAL AFFIDAVIT

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, _____ (Affiant) who, being duly sworn, deposes and says he/she is _____ (Title) of _____ (Proposer) submitting the attached proposal for the services covered by the RFP documents for **RFP NO RFP NO: 2254; COUNTYWIDE DREDGING SERVICES.**

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

(Proposer Firm)

By _____
(Affiant Signature)

(Printed Name & Title)

Date of Signature

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "C"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP NO: 2254; Countywide Dredging Services

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.

Contractor are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractor, 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, and 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 Proposer 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 Proposer, 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.

Full Legal Name of Proposer: _____

Authorized Representative(s): _____
Signature Print Name/Title

Signature Print Name/Title

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "D"
DRUG-FREE WORKPLACE FORM

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

_____ 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 Proposal 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

Date

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "E"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____ (Affiant), being duly authorized by and on behalf of _____
(Proposer) hereby swears or affirms as follows:

1. Proposer 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. If awarded, for the duration of Contract No. RFP NO: 2254 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer 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 Proposer and shall expressly require any subcontractors performing work or providing services pursuant to the awarded 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. Proposer 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. Proposer 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 awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Proposer further understands and agrees that in the event of such termination, Proposer shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____
day of _____, 20____, by Affiant, who is personally known to me or has produced _____
_____ as identification.

Notary Public
My Commission Expires: _____

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "F"
CLAIMS, LIENS, LITIGATION HISTORY

Proposers 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 contract 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:

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.

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

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.

5. Have you ever abandoned a project, been terminated, or had an agency submit a claim on a performance/surety bond to take over a project?

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?

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

Liquidated Damages

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

(Use additional or supplemental pages as needed)

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "G"

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

I, _____ ("Affiant"), being duly authorized by and on behalf of _____
_____ ("Bidder") hereby swears or affirms as follows:

1. The principal business address of Bidder is: _____

2. I am duly authorized as _____ (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 Proposer, 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.)**

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____
_____ day of _____, 20____, by Affiant, who is ☐ personally known to me or ☐ has produced _____
_____ as identification.

Notary Public

My Commission Expires

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

**ATTACHMENT "H"
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): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

FULL LEGAL NAME OF PROVIDER:

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ATTACHMENT "I"
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): _____

SIGNATURE: _____

TITLE: _____

FULL LEGAL NAME OF BIDDER: _____

DATE: _____

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "J"

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Proposer, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "K"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

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

Company Name	Services to be Performed	Primary Contact Name and Email

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**ATTACHMENT "L"
PRICING**

	Quantity:<1000 Cubic Yards	Quantity:1001-5000 Cubic Yards	Quantity:>5000 Cubic Yards
Mobilization	\$ Lump Sum	\$ Lump Sum	\$ Lump Sum
Demobilization	\$ Lump Sum	\$ Lump Sum	\$ Lump Sum
Hydraulic Dredging	\$ Per Cubic Yard	\$ Per Cubic Yard	\$ Per Cubic Yard
Mechanical Dredging	\$ Per Cubic Yard	\$ Per Cubic Yard	\$ Per Cubic Yard
Hauling	\$ Per Mile	\$ Per Mile	\$ Per Mile
Disposal	\$ Per Cubic Yard	\$ Per Cubic Yard	\$ Per Cubic Yard
Site Restoration	\$ Lump Sum	\$ Lump Sum	\$ Lump Sum
Debris/ Vessel Removal	\$ Per Ton	\$ Per Ton	\$ Per Ton

UNIT PRICE PER CUBIC YARD):

\$ _____
UNIT PRICE PER CUBIC YARD (Written in Numerals)

\$ _____ /Dollars
UNIT PRICE PER CUBIC YARD (Written in Words)

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

ATTACHMENT "M"
ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NUMBER	DATE RECEIVED	PRINTED NAME OF PROPOSER'S AUTHORIZED REPRESENTATIVE	TITLE OF PROPOSER'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF PROPOSER'S AGENT

RFP NO: 2254; COUNTYWIDE DREDGING SERVICES

SEALED RFP MAILING LABEL

Cut along the outer border and affix this label to the exterior of envelope/container to identify as a "Sealed Proposal".

SEALED RFP • DO NOT OPEN	
SEALED RFP #:	RFP NO: 2254
RFP TITLE:	COUNTYWIDE DREDGING SERVICES
DUE DATE/TIME:	Thursday, October 30, 2025 No Later Than 4:00 PM EDST
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084



END OF DOCUMENT