



Jeb Bush  
Governor

# Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

David B. Struhs  
Secretary

May 1, 2002

Mr. William R. Moore  
SAISSA  
P. O. Box 3000  
Amelia Island, Florida 32035-1307

RE: South Amelia Island Shore Stabilization Project  
Phase I-Beach Restoration  
DEP Contract No. DC354  
DEP Project No. 01NA2

Dear Mr. Smith:

Enclosed please find one original of the above referenced contract for your files. Thank you and, if you should have any questions or comments, feel free to contact me at (850) 488-5372.

Sincerely,

Michael Renard, Contracts Manager  
Bureau of Design and Recreation Services  
3540 Thomasville Road  
Tallahassee, Florida 32309

MLR/sm  
Enclosure  
cc/enc.:

Gwenn Godfrey, Contracts Administrator  
Junelee Magruder, BDRS  
Jan Curlee, Finance and Accounting  
Don Gerteisen, Project Manager

**CONTRACT**

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 (hereinafter referred to as the "Department"), Nassau County, Florida, as governing body of the South Amelia Island Shore Stabilization Municipal Service Benefit Unit (hereinafter referred to as the "County), and Weeks Marine, Inc., whose address is 304 Gaille Drive, Covington, Louisiana 70433 (hereinafter referred to as the "Contractor"), a foreign corporation, to provide construction services for the South Amelia Island Shore Stabilization Project Phase I-Beach Restoration

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to perform the construction services as defined herein, and the Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract, Bid No. BDRS 94-01/02 and Attachment A attached hereto. Reference is also made to the following documents hereinafter referred to as the "contract documents," Conditions of the Contract (Instructions to Bidders, Bid Form, Document A-201, and Modifications), Supplementary General and Special Conditions, Drawings, Technical Specifications, Permits all addenda issued prior to execution of this Contract and all modifications issued subsequent thereto.

In the event of conflict in the provisions of said contract documents, the provisions of this Contract shall control over the General Conditions and Supplementary General Conditions, and the Supplementary General Conditions shall control over the General Conditions of said Standard Form A-201 of the American Institute of Architects.

2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all equipment, products or materials necessary to perform this Contract shall be supplied by the Contractor, unless otherwise specified herein.
3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
4. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department and the County shall pay the Contractor on a lump sum/unit price basis as specified in Attachment A. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. No travel expenses are authorized under the terms of this Contract.
5. This Contract shall begin upon the effective date as established by the Notice to Proceed and end 12 months after final completion. During this 12 month period the Contractor agrees to repair or replace any defective materials or workmanship. Work shall not begin before the date established in the Notice to Proceed. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract. Work for the project will be authorized in phases, with the first phase limited to the work addressed in Bid Alternate No.1. The second authorization will include the remainder of the work included in the Base Bid.
6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
7. Pursuant to Section 215.422, Florida Statutes, the Department's Project Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Banking and Finance within

twenty (20) days; and the Department of Banking and Finance is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Banking and Finance who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/410-9724 or 1-800-848-3792.

8. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), Florida Statutes may be obtained by calling the Department of Banking and Finance, Vendor Ombudsman at the telephone number provided above or the Department's Contracts Section at 850/922-5942.
9. The Contractor shall save and hold harmless and indemnify the State of Florida, the Department and the County against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from the negligent acts of the Contractor, his subcontractor, or any of the employees, agents or representatives of the Contractor or subcontractor to the extent allowed by law.
10. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.

The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 11.

11. Any and all notices shall be delivered to the parties at the following addresses:

Contractor  
Eric Ellefsen, Vice President  
Weeks Marine, Inc.  
304 Gaille Drive  
Covington, La. 70433

Department  
Michael Renard, Contracts Manager  
Bureau of Design and Recreation Services  
Department of Environmental Protection  
3900 Commonwealth Boulevard, MS520  
Tallahassee, Florida 32399-3000

12. Pursuant to Section 216.2815, Florida Statutes, all records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records are under general law.

This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract.

13. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for three years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

14. Don Gerteisen, Project Manager or successor is hereby designated the Department's contract manager, Phone (850) 488-5372. The Contractor's Contract Manager is Rick Smith Phone (985) 875-2500. All matters shall be directed to the Contract Managers for appropriate action or disposition.
15. The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
16. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
17. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
18. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
19. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
20.
  - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Question regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
21. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
22.
  - A. The Contractor shall not subcontract, assign, or transfer any work under this Contract without the prior written consent of the Department's Contract Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
  - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the

State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.

23. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

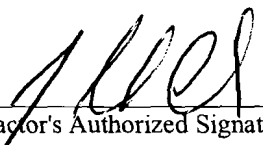
P.R.I.D.E.  
12425 28<sup>th</sup> Street North  
St. Petersburg, Florida 33716  
Telephone: (727) 572-1987


24. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
25. The Contractor, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Contract.
26. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require an appropriate adjustment and modification (formal amendment) to this Contract.
27. The employment of unauthorized aliens by any Contractor/vendor is considered a violation of Section 274(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
28. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
29. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

30. The Contractor shall be required to stop work and immediately notify the Department's Project Manager when archaeological material (human remains, bones, pottery, arrowheads, building foundations, etc.) are found during construction.
31. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

By:   
(Contractor's Authorized Signatory\*)  
J. STEPHEN CHATRY  
ASSISTANT VICE PRESIDENT  
(Print Signatory's Name and Title)

By:   
Secretary or Designee for the Florida Department  
of Environmental Protection  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399

Date: 4.26.02

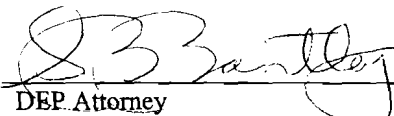
WEEKS MARINE, INC.  
(Company Name)


304 GAILLE DRIVE  
(Company Address)

COVINGTON, LA 70433  
(City, State and Zip Code)

FEID No. 13-5475810

Approved as to form and legality:

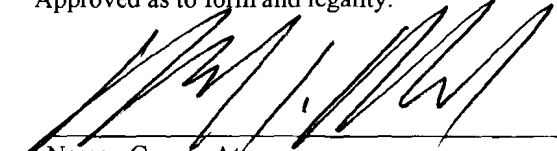
  
DEP Attorney

By:  Chairman  
Board of County Commissioners  
As Chairman of South Amelia Island Shore  
Stabilization Municipal Service Benefit Unit

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State and Zip Code)

Approved as to form and legality:

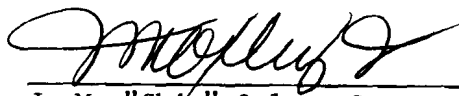
  
Nassau County Attorney

\*For contracts with governmental boards/commissions: If someone other than the Chairman signs this Contract, a resolution, statement or other document authorizing that person to sign the Contract on behalf of the Contractor must accompany the Contract.

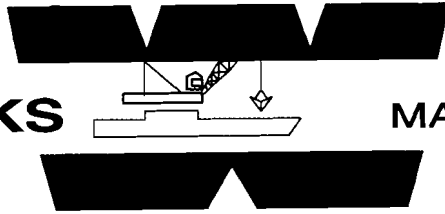
List of attachments/exhibits included as part of this Contract:

Attachment      A      Scope of Work ( 6 Pages)

ATTEST:

  
J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk  
Nassau County Board of  
County Commissioners

**WEEKS**



**MARINE, INC.**

DREDGING - MARINE CONTRACTORS  
STEVEDORING - EQUIPMENT RENTALS  
TOWING - HEAVY LIFT - SALVAGE

304 GAILLE DRIVE • INNWOODS BUSINESS PARK • COVINGTON, LA 70433  
P.O. BOX 1830 • MANDEVILLE, LA 70470-1830  
Office (985) 875-2500 Fax (985) 875-2570

### **CERTIFICATION OF CORPORATE RESOLUTION**

I, Richard S. Weeks, President of Weeks Marine, Inc., a New Jersey corporation (the "Company") do hereby certify that the following is a true and complete copy of a resolution adopted unanimously at a meeting of the Board of Directors of the Company duly called and held on August 6, 2001, at which a quorum of the members of the Board of Directors were present and voting and that said resolution remains in full force and effect and has not been rescinded; and that said resolution is not in conflict with the Charter or By-Laws of the Company.

**RESOLVED**, that the following persons be, and they hereby are, elected to the following positions:

Office

Chairman Of The Board  
President/Secretary  
Senior Vice President  
Senior Vice President  
Senior Vice President  
Senior Vice President  
Vice President  
Vice President  
Vice President  
Vice President  
Vice President  
Vice President  
Vice President  
Vice President  
Assistant Vice President  
Assistant Vice President

Individual

Richard N. Weeks  
Richard S. Weeks  
Susan Leech  
Brion E. Lindholm  
Gary A. Platt  
George E. Wittich  
Eric Ellefsen  
James Gold  
Thomas G. Weeks  
Steven Lane  
Jon G. Nieman  
Robert G. Weeks  
Richard MacDonald  
J. Stephen Chatry  
Alan England

Such officers are hereby authorized to execute on behalf of the Company such documents and contracts as are necessary to maintain and continue the business of the Company.

**IN WITNESS WHEREOF**, I have hereunto affixed my hand and the seal of the Company this 7<sup>th</sup> day of August, 2001.

  
Richard S. Weeks, Secretary



## ATTACHMENT A

### *Scope of Work*

#### ARTICLE 1. THE WORK

- 1.1 The Contractor shall perform all the work required by the contract documents and provide the construction services for the proper execution and completion of the south Amelia Island shore stabilization project Phase I-Beach Restoration.
- 1.2 All modifications pursuant to executed change orders processed as stipulated in the contract documents shall become part of the Contract. The original contract, the bid documents all amendments thereto, and all change orders are hereinafter referred to as the "Contract."

#### ARTICLE 2. THE CONSULTANT

The Consultant for this project is Erik J. Olsen, P.E. with Olsen Associates, Inc.

#### ARTICLE 3. TIME OF COMMENCEMENT AND COMPLETION AND LIQUIDATED DAMAGES

- 3.1 The work to be performed under this Contract shall commence upon notification by within ten (10) calendar days after the date of the Department's Notice to Proceed, at which time the Contractor shall mobilize on site and proceed with construction. The Contractor shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established by the progress schedules. The work shall be substantially completed by September 30, 2002 and shall be finally completed within 30 calendar days after the date of substantial completion.

- 3.2 Liquidated Damages For Failure to Complete On Time

Because failure to complete the project within the time fixed in Article 3.1 will result in substantial injury to the Department, and as damages arising from such failure cannot be calculated with any degree of certainty, the Contractor agrees that if the project is not substantially completed, according to the definition of "Substantial Completion" as contained in the specification terminology, unless a later time, is agreed to by the parties in accordance with the Contract, the Contractor shall pay to the Departments liquidated damages for such delay, and not as a penalty, Five thousand dollars (\$5,000.00) for each and every calendar day elapsing between the date fixed for substantial completion in Article 3.1 and the date such substantial completion shall have been accomplished. The Contractor also agrees that if this project is not finally completed, in accordance with the Contract the Contractor shall pay the Department as liquidated damages for such delay, and not as a penalty, one-half of the rate indicated above. Said liquidated damages, not to exceed twenty percent (20%) of the total cost of the project, shall be payable in addition to any excess expenses or costs payable by the Contractor to the Department under the provisions of Article 14 AIA Document A-201, and shall not exclude the recovery of damages by the Department under the Contract except for Contractor's delays.

This provision for liquidated damages for delay shall not affect the Department's right to terminate the Agreement under Article 14 AIA Document A-201 or the Contract. The Department's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages in the amount set out herein.

The Contractor further agrees that the Department may deduct from the balance retained by the Department under the Contract the liquidated damages stipulated herein or in Article 3.3, or such portion thereof as the said retained balance will cover.

### 3.3 Liquidated Damages When Department Terminates Contract

The Department is entitled to completion of the project within the time fixed in Article 3.1 hereof or within such further time, if any, as may be allowed in accordance with the Contract. In the event of termination of the Contract by the Department prior to completion as provided in Article 14.2 AIA Document A-201 or elsewhere in the Contract the Contractor shall be liable to the Department for the expenses for additional managerial and administrative services provided in said Article 14.2 and also for the per diem liquidated damages agreed upon in Article 3.2 hereof:

3 (a) For each day he is arrears in his work at the time of said termination as determined by the Consultant; and

(b) For each day of thirty (30) additional calendar days hereby stipulated and agreed to be the time it will require the Department to effect another Contract for completion of the project and for resumption of work thereon.

Provided, however, that the sum as calculated under 3.3 (a) and (b), above, shall not exceed the number of days beyond the original agreed completion date, or any extension thereof as herein provided, reasonable required for completion of this project.

## ARTICLE 4. CONTRACT SUM

4.1 The Department and the County shall pay the Contractor for the performance of work, subject to additions and deductions by Change Order as provided in the contract documents, the negotiated Contract Sum of \$7,547,275.00. The negotiated Contract Sum is comprised of the Base Bid from bid number BDRS 94-01/02. Payment of work covered by the unit price items will be made only on the basis of the actual quantities of work completed in place as authorized, and as measured and accepted as provided in the contract documents.

4.2 The sole responsibility and role of the County under this Contract is strictly limited to providing \$3,000,000.00 toward the Contract Sum, as provided in the Memorandum of Agreement between the Department and the County dated March 25, 2002, Number DRPNA01. The County's responsibility for the \$3,000,000 is solely from a loan to be obtained as the governing body of the South Amelia Island Stabilization Municipal Service Benefit Unit. All invoices shall be submitted to Marshall Flake at the Bureau of Design and Recreation Services, 3540 Thomasville Road, Tallahassee, Florida 32309. Upon the approval of the invoices by the Department, the County shall submit its portion of the payment, as determined by the Department, to the Contractor.

## ARTICLE 5. PAYMENTS TO CONTRACTOR

### 5.1 Indemnification Rider

In addition to the Contract sum, the Department shall pay the Contractor ten dollars (\$10.00) for the Indemnification Rider prescribed in Section E-3 of the contract documents. Application for this payment shall be submitted to the Department by the Contractor simultaneously with the Contractor's execution and delivery of the Contract to the Department. Within forty-five (45) calendar days from the Department's receipt of said Application, the Department shall pay or cause to be paid to the Contractor said amount.

### 5.2 Progress Payments Against Contract Sum

Based upon Application for Payment submitted to the Consultant by the Contractor and Certificate of Payment issued by the Consultant and accepted by the Department, the Department shall make progress payments to the Contractor in accordance with the following:

5.2.1 Upon receipt, review, and approval of the work, supporting documentation and the Certificate of Payment the Department shall process partial payments up to the ninety percent (90%) of that portion of the Contract Sum properly allocable to labor, materials, subcontractors agreed upon in writing by the parties, less the aggregate of previous payments.

The Department shall have 30 days for inspection and approval of the work, and to receive supporting documentation, after receipt of the Certificate of Payment.

- (a) Upon receipt of payment from the Department the Contractor shall promptly pay each subcontractor the amount to which said subcontractor is then entitled, less the percentage actually retained, by the Department for such work, if any, from payments to the Contractor.
- (b) The Consultant or his agent may, upon request, at his or her discretion, furnish to a subcontractor, if practicable, information regarding the percentage the Contractor requested and the percentage allocated to the subcontractor by the Consultant.
- (c) Neither the Department nor the Consultant shall have any obligation to pay or see to the payment of any monies to any subcontractor except as may otherwise be required by law.
- (d) No Certificate for Payment, whether partial or final, shall constitute an acceptance of any work not performed in accordance with the Contract.

### 5.3 Payments Withheld From Contract Sum

The Consultant may decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary, in his/her opinion, to protect the Department from loss resulting from:

- (a) Defective work not remedied;
- (b) Third party claims filed or reasonable evidence indicating probable filing of such claims;
- (c) Reasonable proof of failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
- (d) Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;
- (e) Damage to the Department or another Contractor.
- (f) Reasonable evidence that the work will not be completed within the time allowed in Article 3.1; or
- (g) Persistent failure to carry out the work in accordance with the Contract.

When the grounds for which payment was withheld are remedied by the Contractor payment shall be made for such amount.

## ARTICLE 6. FINAL PAYMENT AGAINST CONTRACT SUM

The Department shall process payment for the entire unpaid balance of the Contract sum, less the amount of any sums which continue to be retained to satisfy the cost of performing any change in the work which is the subject of any claim or dispute and which has not yet been satisfactorily performed by the Contractor, provided that the parties have not otherwise stipulated in the Certificate of Substantial Completion, and provided further that the work has been satisfactorily completed, the Contractor's obligations under the Contract have been fully performed, the Contractor's lien waiver furnished and a final Certificate for Payment has been issued by the Consultant.

## ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 Terms used in the Contract which are defined in the bid specifications shall have the meaning designated therein.

### 7.2 Harmony

The Contractor is advised and hereby agrees to exert every reasonable and diligent effort to assure that all labor employed by the Contractor and its subcontractors for work on the project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the project.

The Contractor further agrees that this provision will be included in all subcontracts of the Contractor. Provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or nonmembership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1. Section 6 of the Florida Constitution.

### 7.3 Apprentices

If the Contractor employs apprentices on the project, the behavior of the Contractor and the Department shall be governed by the provisions of Chapter 446, Florida Statutes, and by all applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. The Contractor shall include a provision similar to the foregoing sentence in each subcontract.

### 7.4 Contractor Representative

The Contractor represents and warrants that the information provided by the Contractor on Department's Form BDRS 95-001 "Experience Questionnaire and Contractor's Financial Statement," which was submitted by the Contractor to qualify for award of this Contract, and is hereby made a part of the Contract by reference, is true, accurate and correct. The Contractor understands and agrees that materially inaccurate information may result in immediate termination of this Contract at the Department's option.

### 7.5 Contractor's Work Force

The Contractor agrees to perform no less than fifteen percent (15%) of the project construction work utilizing his own employees. The percentage shall be calculated on the basis of the cost of materials and labor utilized by the prime Contractor's own forces in to the original Contract Sum, and may exceed 15% relationship.

## 7.6 Contractor's Supervision of Project

The Contractor shall provide, as a minimum, field (on site) supervision (through a named superintendent) of each of the general, concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing trades, either through the use of his employees, or in the instance of mechanical, plumbing and electrical trades through the use of employees of the subcontractor as shown in the Contractor's response to Bid No. BDRS94-01/02 and the "Experience Questionnaire and Contractor's Financial Statement". The Contractor shall not change or deviate from these principal and supervisory personnel without the written consent of the Department.

## ARTICLE 8. CLAIMS AND DISPUTES

### 8.1 Arbitration Provisions Deleted

The provisions of Articles arbitration conditions in the Standard Form American Institute of Architect's AIA Document A-201 General Conditions of the Contract for Construction, are hereby eliminated.

The purpose of deleting these provisions is to exclude in their entirety each portion of the cited provisions which relate to the arbitration of claims, so that the administrative remedy provided in Article 8.3 of this Contract shall be exclusive, in lieu of arbitration proceedings.

### 8.2 Delays: Changes In the Work

Article 8.3.4 of the AIA General Conditions is deleted and Contractor's remedies for delays in the progress of the work, or for changes in the work, shall be limited to those provided in this Article. The Contractor's exclusive remedy for delays in performance of the Contract caused by events beyond its control shall be a claim for equitable adjustment in the Contract period provided, however, inasmuch as the parties expressly agree that overhead costs incurred by the Contractor for delays in performing the work cannot be determined with any degree of certainty, it is hereby agreed that in the event the Contractor is delayed in the progress of the work after the Notice to Proceed to Mobilize of Site and to Proceed With Construction for causes beyond its control and attributable only to acts or omissions of Department, the Contractor shall be entitled to compensation for overhead and profit costs either (a) as a fixed percentage of the actual cost of the change in the work, if the delay results from a change in the work, as calculated in Section D of the contract documents or (b) if the delay results from other than a change in the work, at an amount for each day of delay calculated by dividing an amount equal to five percent (5%) of the original Contract Sum by the number of calendar days of the original Contract period.

In the event of a change in the work, Contractor's claim for adjustment in Contract Sum are limited exclusively to its actual costs for such changes plus fixed percentages for overhead, additional profit and bond costs, as specified in Section D of the bid documents.

No provision of this Contract shall be construed as a waiver of sovereign immunity by the Department.

No provision of the contract documents makes or is intended to make provisions for recovery by Contractor of damages for delay or for breach of this Contract. All claims, disputes or controversies under this Contract shall be determined and sealed as provided in Article 8.3 of this Contract. No claim for breach of this Contract shall be submitted determined or settled under Article 8.3 of this Contract.

### 8.3 Exclusive Claims Provision

Under the term of this Contract, the Contractor shall not have any right to compensation other than, or in addition to, that provided by this Contract to satisfy any claim for costs, liabilities or debts of any kind whatever resulting from any act or omission attributable to the Department unless the Contractor has provided notice as required by Article 4.3.3 of the AIA Document A-210 and unless the claim therefore is delivered to the Department. All such claims shall be set forth in a petition stating:

1. Name and business address of the claimant;
2. A concise statement of the ultimate facts, including the statement of all disputed issues of material fact, upon which the claim is based;
3. A concise statement of the provisions of the Contract together with any Federal, State and local laws, ordinances or code requirements or customary practices and usage's in the industry asserted to be applicable to the questions presented by the claim and a demand for the specific relief believed to be due the claimant; and
4. The date of the occurrence of the event giving rise to the claim and the date and manner of Contractor's compliance with the notice requirements of Article 4.3.3 of the AIA Document A-201.

Within thirty (30) days from the date any such claim is received, the Department shall deliver to the Contractor its written determination of the claim. Unless the Department's determination is agreed to by the Contractor and a consent order adopting the determination is entered within thirty (30) days of receipt of the Department's determination, the Secretary of the Department of Environmental Protection shall make the final decision, which may be challenged as provided by Florida law.

The Contractor shall carry on the work and maintain the progress schedule during any administrative proceedings unless otherwise agreed by the Contractor and the Department in writing.

#### 8.4 Interest Provision Deleted

Article 13.6.1 of the General Conditions of the Contract for Construction, AIA Document A-201, 1987 edition, relating to interest is deleted. Any monies not paid when due to either party under this Contract shall not bear interest except as may be required by Section 215.422(3)(b), Florida Statutes (1994 Supplement).

#### 8.5 Contractor Insolvency and Neglect

Should the Contractor become insolvent, or at any time refuse or neglect to supply a sufficient number of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, Department shall be at liberty, after forty-eight (48) hours written notice to the Contractor, to provide any such labor, equipment, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Contractor, under this Contract.

If such refusal, neglect, or failure is sufficient grounds for such action, the Department shall also be at liberty to terminate the employment of the Contractor. Consequently, the Department may enter upon the premises to take possession, for the purpose of completing the work included under this Contract, of all materials, tools and appliances thereon and to employ any other person or persons to finish the work and provide the materials therefor. In case of such discontinuance of the employment, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished.

If the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by the Department in finishing the work, such excess shall be paid by the Department to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Department. The expense incurred by the Department, as herein provided, either for furnishing materials of finishing the work, and any damage incurred through such default, shall be chargeable to the Contractor.

End of Attachment A

Attn: Fred Bellamy



TRANSMITTAL

FAX:

TO: Chip O'Leary

FROM: William R. Moore, AICP

RE: DEP/county/works contract

DATE: 5.10.02

TOTAL PAGES INCL. COVER 15

Comments:

Attached is the original

Signed contract for county

Records.

LC Connie Allen

Planning and Development, P.O. Box 3000, Amelia Island, FL 32035 904/277-5103. 904/321-5089(fax)  
moorew@aipfl.com (e-mail)

# SAISSA

**South Amelia Island Shore Stabilization Association, Inc.**

**P.O. Box 3000, Amelia Island, Florida 32035-1307**

**904.277.5122 Fax: 904.277.5921**

August 29, 2002

Ms. Joyce Bradley  
Nassau County Clerks Office  
P.O. Box 1010  
Fernandina Beach, FL 32035

RE: Beach Restoration Project  
DEP Contract No. DC 354

Dear Joyce:

Attached is an original executed change order #1 for the referenced contract.

Sincerely,



William R. Moore, AICP

CC: Conny Allen  
Walt Gossett  
Ted Selby





Jeb Bush  
Governor

# Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

David B. Struhs  
Secretary

August 26, 2002

Mr. William R. Moore  
SAISSA  
P. O. Box 3000  
Amelia Island, FL 32035

RE: South Amelia Island Shore Stabilization Project  
DEP Contract No. DC354  
DEP Project No. 01NA2

Dear Mr. Moore:

Enclosed please find one original of the above referenced contract for your files. Thank you and, if you should have any questions or comments, feel free to contact me at (850) 488-5372.

Sincerely,

Michael Renard, Contracts Manager  
Bureau of Design and Recreation Services  
3540 Thomasville Road  
Tallahassee, Florida 32309

MLR/sm  
Enclosure  
cc/enc.:

Gwenn Godfrey, Contracts Administrator  
Junelee Magruder, BDRS  
Jan Curlee, Finance and Accounting  
Don Gerteisen, Project Manager  
Rick Smith, Weeks Marine

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Change Order

Contract for Construction Services or Other Services Commodities

Contract No.: DDC354

01

Change Order No.

Project No.: 01NA2

Weeks Marine, Inc./Larry Davico

Vendor / Contact Person

Location / Park: Amelia Island State Park

985-875-2500

Phone No.

Description of Change (Attach additional sheets if required)		Decrease	Increase
1. Rescind Tech. Specs. para. 1 & 2 concerning the fill prioritization for Acceptance Sections 1 & 2 and change the southerly limit of Section 2 to sta. 28+00. Fill volumes for Sections 1 & 2 shall be modified to 375,229 y3 and 338,552 y3 respectively, to avoid nesting terms, according to attached.		\$ -	\$ -
N/A		\$ -	\$ -

Total Contract Days & Start Date:		171	May 13, 2002	Original Contract Sum:	\$ 7,547,275.00
Original Substantial Completion:		141	09/30/2002	Fixed Price Cost Change:	N/A
Present Substantial Completion:		141	09/30/2002	Net Change:	N/A
This Change:		0	.....	Present Contract Sum:	\$ 7,547,275.00
New Substantial Completion:		141	September 30, 2002	New Contract Sum:	\$ 7,547,275.00
New Final Completion:		30	October 30, 2002	+ one year	

This Change Order is an amendment to the Contract Agreement between CONTRACTOR and the DEPARTMENT, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the DEPARTMENT and the CONTRACTOR for this change. In consideration of the foregoing adjustments in contract time and contract sum the CONTRACTOR hereby releases DEPARTMENT from all claims, demands or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between DEPARTMENT and CONTRACTOR with respect to this Change Order. No other agreements or modifications shall apply to this contract amendment unless expressly provided herein. This Change Order represents final agency action pursuant to Section 120.57, Florida Statutes (1989).

Signatures and Dates:

Chairman, Board of County Commissioners as Chairman of South Amelia Island Shore Stabilization Multiple Service Benefit Unit  
Signature \_\_\_\_\_ Date: August 12, 2002

Ed Bowman, or  
Steve Watson, or  
Chief, or Assistant Chief, BDRS, FDEP  
Signature \_\_\_\_\_ Date: 8-21-02

Michael Renard  
Contract Manager, BDRS, FDEP  
Signature \_\_\_\_\_ Date: 8-21-02

Weeks Marine, Inc.  
Contractor  
Signature \_\_\_\_\_ Date: 8/7/2002

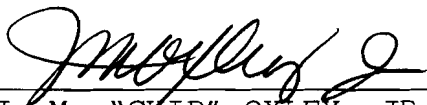
Encumbrance Information:


Total: \$

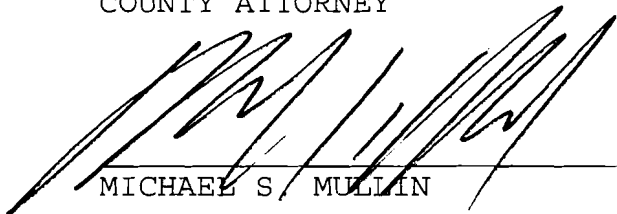
cc. Gwen Godfrey, Contracts Administrator (MS 93)  
The Bureau of Finance & Accounting (MS 78)

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

  
\_\_\_\_\_  
J. M. "CHIP" OXLEY, JR.  
EX-OFFICIO CLERK

APPROVED AS TO FORM BY THE NASSAU  
COUNTY ATTORNEY

  
\_\_\_\_\_  
MICHAEL S. MULLIN

**MEMORANDUM**

TO: Marshall Flake, Bureau of Design and Recreation Services

CC: Wm. Moore, SAISSA, Inc.; Russell Snyder, BBWR

FROM: Erik J. Olsen, P.E. *EJO*

DATE: July 9, 2002

RE: South Amelia Island Shore Stabilization Project  
Phase I - Beach Restoration  
Project No. 99NA3; Contract No. DC354  
Change Order No. 001  
Revision to 5 July 02 Correspondence



Coastal Engineering

In order to preclude environmental impacts associated with inopportune tern nesting along a portion of the AIS Park shoreline located within Acceptance Sections No. 1 & 2, the prioritization of fill section completion referred to in the Technical Specifications, para 1.2.1, is rescinded.

Similarly, the southerly limit of Acceptance Section No. 2 shall be changed to sta. 28+00. The corresponding contract fill volumes for revised Acceptance Sections No. 1 and 2 shall be 375,229 cy and 338,552 cy respectively.

Both the contract sum and the contract time for substantial completion shall remain unchanged as a result of this Change Order.

Thank you for your consideration in this matter.

EJO:mb1

**olsen**  
associates, inc.

4438 Herschel Street  
Jacksonville, FL 32210  
(904) 367-6114  
(Fax) 364-7368