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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Wills Branch Creek Dredging

Requested Action and Justification:

Recommend approval to amend the agreement with Continental Heavy Civil Corp. for amendment 1 to incorporate attachment 8-B, as required by the State of Florida Department of Environmental Protection, to the current contract. The total not to exceed expenditure will remain unchanged at $5,569,902.00. All other terms and conditions remain unchanged.

Supplier:	Continental Heavy Civil Corp.	**Basis of Award:**	LPTA	**BID Opening Date:**	9/09/2025

POA #:	72306-26	**PO #:**	N/A	**Change Order #:**	N/A
Solicitation #:	CB 16783- 25	**Contract #:**	72306-25	**Contract ADM #:**	0
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	Yes	**JSEB Rec:**	Encouragement
Licenses Verified:	Yes	**JSEB %:**	0
Bonds Required:	Yes	**Bonds Waived Pursuant To:**	N/A

Fund:	000000	**Center:**	000000	**Acct:**	000000	**Proj:**	0000000	**Activity:**	00000000	$ 0.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 5,569,902.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWOD:OFFICE OF THE DIRECTOR		
Concurrence:	Signed by: Scott Carter, P.E. 2D991F9ADFC947E...	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT 5/15/2026
Concurrence:	1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS 5/21/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860DFACE2449C	**Chief of Procurement:**	Signed by: 5/26/2026 B10F1D51735245
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

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PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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ATTACHMENT 8-B
Second Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. 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 Recipient 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.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient 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

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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 the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient 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.

F. The Recipient 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.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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 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.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

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Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

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A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

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The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

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collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;
iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

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CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
CONTINENTAL HEAVY CIVIL CORP.
FOR
WILLS BRANCH CREEK DREDGING

THIS CONTRACT for construction services for the dredging of Wills Branch Creek (the "Project") is made and entered into this 18th day of November, 2025 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "Owner" or the "City"), and **CONTINENTAL HEAVY CIVIL CORP.**, a Florida profit corporation with principal address at 13131 SW 132nd Street, Suite 102, Miami, Florida 33186 (the "Contractor").

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the Wills Branch Creek Dredging Project, including but not limited to dredging, excavating, transporting, and disposing of material from Wills Branch Creek, installing and maintaining temporary turbidity controls, and clearing the banks of all debris and vegetation, including replacing rubble rip rap slope protection, as well as site preparation, earthwork, bank stabilization, erosion control, pollution abatement, grassing, and all other related work in accordance with Contract plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made September 18, 2025.

2. Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in strict accordance with plans and specifications prepared for the Engineering and Construction Management Division of the City's Department of Public Works, bid number CB-16783-25, bid date September 18, 2025, designated as *Specifications for Wills Branch Creek Dredging*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (collectively the "Contract Documents") now on file in the Office of the Chief of the Procurement Division of the City of

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Jacksonville, all of which are by this reference specifically made a part hereof to the same extent as if fully set out herein, for a total base bid amount not to exceed FIVE MILLION FIVE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED TWO AND 00/100 DOLLARS ($5,569,902.00), at and for the prices and on the terms contained in the Contract Documents; *provided however,* the above-stated amount will not be encumbered by this Contract. Instead, it will be encumbered in whole or in part by subsequently issued purchase orders. Such purchase orders shall be binding upon the parties hereto and must incorporate the provisions of this Contract. All funds control checking shall be made and performed at the time such purchase orders are issued.

3. On Contractor's faithful performance of this Contract, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County as required by Section 255.05, Florida Statutes.

5. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause for convenience by giving the Contractor thirty (30) days' advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested, or by any other delivery method with evidence of receipt to the Contractor's representative who signed this Contract at the address specified in the Contract Documents.

6. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in duplicate the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE, FLORIDA

By _____
Donna Deegan, Mayor

OWNER
Kelli O'Leary
Deputy Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-04

WITNESS:

_____
Signature

Mark Zanardi
Type/Print Name

Vice - President
Title

CONTINENTAL HEAVY CIVIL CORP.

_____
Signature

David Juelle
Type/Print Name

President
Title

CONTRACTOR

Form Approved:

James R. McCain, J
Office of General Counsel

Encumbrance & funding information is found on the next page.

Docusign Envelope ID: A0EE4F0D-94E0-4A9D-8BEF-0A95A252243D

Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount
32111.153101.565050.010621.00000000.00000.0000000	$1,369,117.00
32124.153101.565050.010622.00000000.00000.0000000	$285,604.18
32111.153101.565051.010121.00000000.00000.0000000	$1,954,764.92
32111.153119.565051.010121.00000000.00000.0000000	$364,111.37
32124.153119.565051.010121.00000000.00000.0000000	$1,595,859.00

Total Maximum Indebtedness: $5,569,902.00

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the financial obligations in the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract, and it is subject to future appropriations. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.

Chris Cieco for Anne Brosche
Director of Finance
City Contract Number 72306-26

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Award Solicitation: Wills Branch Creek Dredging - Rebid

Solicitation **Construction Bid 16783-25,1** Procurement BU **COJ BU** Close Date **7/17/2025 10:00** Solicitation Currency **USD**	Responses Received **1** Active Responses **1** Shortlisted Responses **1**	Invited Suppliers **73** Will Participate **3** Responded **1**

Overview

	Continental Heavy Civil Corp. Response: 449133
Business Relationship	Spend Authorized
Supplier Site	
Supplier Contact	Juelle, Lian
Response Status	Active
Shortlist Status	Included
Response Amount	5,569,902.00
Total Award Amount	
Time of Response	7/16/2025 8:19
Response Valid Until	
Reference Number	
Note to Buyer	
Attachments	Yes

Requirements

Requirement		Target Value	Continental Heavy Civil Corp. Response: 449133
1.	**Affirmation**		
1.	Type name and title of person submitting bid in the comments box.		a. Acknowledge
	Comments		Mark Zanardi, VP
2.	Type name of company in the comments box.		a. Acknowledge
	Comments		Continental Heavy Civil Corp
3.	No Alterations: Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original solicitation document may result in rejection of the bid.		a. Acknowledge
4.	Solicitation Silence: The Solicitation Silence policy is in effect for this solicitation and all communications related to this solicitation must be in writing to the designated procurement representative. Violations of the solicitation silence policy may result in the rejection/disqualification of the submission.		a. Acknowledge
5.	Legal authorization and solicitation specific minimum requirements: All bidders must be legally authorized to do business in Duval County and shall comply with all minimum requirements for this bid. Failure to submit evidence for meeting any of these requirements may be grounds for rejection. Vendor shall provide proof of applicable local business licenses and particulars such as specific licensure, experience on similar projects, years of expertise in the area etc.		a. Acknowledge
6.	Certification of No Conflict of Interest: Supplier certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Supplier's company. Supplier must complete and submit the attached Conflict of Interest Statement fully detailing any potential conflicts.		a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.
7.	Equal Business Opportunity Program: Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.		a. Acknowledge

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8.	Electronic Signature: I understand this acknowledgment serves as my electronic signature and has the same force and effect as my manual signature.		a. Acknowledge
2.	**Submittal Statement**		
1.	Submittal Statement Bidder certifies that this proposal is made in good faith, without collusion or connection withany other entity bidding on this work. Bidder has examined and read all Drawings, Specifications, General and Special Conditions,and other Contract Documents, and all Addenda thereto; and is acquainted with and fullyunderstands the extent and character of the work covered by this Proposal and the specifiedrequirements, for the proposed work. Bidder certifies that no officer or agent of the CITY will directly or indirectly benefit from this bid.Bidder states that this Proposal is made in conformity with the Contract Documents and agreesthat in case of any discrepancy or differences between its Proposal and the Contract Documents,the provisions of the latter shall prevail. Bidder certifies that it has carefully examined the foregoing Proposal after the same wascompleted and has verified every item placed thereon; and agrees to indemnify, defend and saveharmless the CITY against any cost, damage or expense which may be incurred or caused by anyerror in the Bidder's preparation of same. Bidder states that all applicable taxes are included in the unit prices or Lump Sum Bid andacknowledges this project is not exempt from the State or Local Sales or Use taxes, and paymentof such taxes is the responsibility of the Bidder. The undersigned Bidder agrees to keep its bid in effect for 120 calendar days after theBid Opening date to allow the CITY time to award the bid, should it be awarded, and timeto prepare and execute the contract (or issue the purchase order). This time period begins atthe time bids are opened and ends upon the issuance of Notice to Proceed (NTP) by the CITY.The bid prices shall remain in effect throughout the life of the Contract. Failure of the CITY toissue NTP within the specified time period shall allow Bidder to withdraw its Bid andterminate its contract without penalty or forfeiture of Bid Bond. Failure of the CITY to issueNTP within the specified time period shall not entitle Bidder to an adjustment of its Bid prices,unless mutually agreeable by the CITY. Bidder certifies, under penalty of perjury and contract rescission, that it has all required licenses toperform the work required to fulfill the terms of the contract resulting from a successful bid.Furthermore, the Bidder affirms that all subcontractors requiring to be licensed are listed in itsresponse and are properly licensed to perform work on their respective portions of this project.		a. Acknowledge
3.	**General Requirements**		
1.	Scope of Services: The Pubic Works Department of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) or service(s) as outlined in the bid documents provided. See the attachment(s) for additional information. 1 The work covered by these plans and specifications consists of furnishing all labor, materials and equipment; and performing all operations necessary for the construction of **Wills Branch Creek Dredging.** The project includes, but is not limited to: . Dredging		a. Acknowledge

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Dredging
/ excavating, transportation, and disposal of material from Wills Creek as
indicated in the contract plans.

.
Installation
and maintenance of temporary turbidity controls associated with the project
construction.

.
Clearing
the banks of all debris and vegetation, including the replacement of rubble rip
rap slope protection as called out in the contract plans.

2 Location: This project is located within the limits
of the City of Jacksonville, Florida. The construction area includes the
dredging of Wills Branch Creek from east of Old Middleburg Road to
approximately 2000 feet east of Lane Avenue. Additionally, the job site shall
include all City property, rights-of-way, and easements delineated on the
contract drawings.

3 Intent: It
is the intent of these Contract Documents to construct the **Wills Branch**
Creek Dredging project as shown on the plans and including but not limited to:

1.
Site Preparation, Including Clearing & Grubbing

2.
Earthwork

3.
Bank Stabilization

4.
Erosion Control & Pollution Abatement

5.
Grassing

Construction Completion:

The
CONTRACTOR shall begin work within ten (10) calendar days, including Sundays
and holidays, after the date of written notice from the owner to begin work,
and shall complete the Base Bid work within 365 calendar days including
Sundays and holidays, after the expiration of such ten (10) day notice. If the
Bidder determines that "off-hours" work is anticipated to complete
the project within such allotted times, a schedule therefore shall be attached
to this proposal as required by Section 20.3.4 of the General Conditions.

Previous questions asked that are applicable to the rebid:

1. Engineer

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	estimate? Answer: Engineer's Estimate will not be released. 2. What is the dredge tolerance? +/- 6 inches. Answer: Yes, +/- 6 inches. 3. Do we get paid for over-dredging? Answer: As outlined in Section 14.3 of the technical specifications, no payment shall be made for over-dredging. 4. Does the material have to pass a paint filter test at the landfill? Answer: Yes, The paint filter test is the minimum test for liquid content/viscosity for disposal purposes at the landfill. To be considered for daily cover, the material must pass the paint filter test but also be able to be stockpiled and pushed with heavy equipment (daily cover is material used to cover waste so we have to be able to move and handle it). It cannot be wet "slop".		
2.	Please review and acknowledge attached Plans and Specifications.		a. Acknowledge
3.	Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection. a. Supplier shall provide proof of applicable local business license if located within Duval County. b. All bidders on this project must be on the approved Pre-Qualified Bidders List for the Horizontal Construction category prior to bid opening (See Pre-Qualifying Procedures) with the City of Jacksonville, Procurement Division. c. Bidding firm must be actively licensed by the State of Florida to perform the scope of services defined herein.		a. Acknowledge
4.	Please review and acknowledge the attached requirements.		a. Acknowledge

5.	The current City of Jacksonville Standard Specifications and City of Jacksonville Standard Details, including all Revisions published prior to the Bid Date by the Department of Public Works, shall be considered part of the Technical Specifications as far as these Documents apply to the proposed work included in the Contract Documents and Addenda. Jacksonville.gov - Procurement		a. Acknowledge
6.	The JEA Electrical Standards, Details and Materials, JEA Water & Sewer Standards, Details and Materials, including all Revisions published prior to the Bid Date by Electrical, Water & Sewer Divisions of the JEA, shall be considered part of the Technical Specifications, as far as these Documents apply to the proposed work included in the Contract Documents and Addenda.		a. Acknowledge
7.	In addition, any applicable sections and supplements of the current version of "Florida Department of Transportation Standard Specifications for Road and Bridge Construction", shall be considered a part of the contract documents, as far as the applicable sections and Drawings or any Addenda thereto. Where a Section number of the Florida Department of Transportation Standard Specifications, and/or Index number of the Roadway and Traffic Design Standards are specified, then all other related applicable Sections and Index numbers shall also apply. In addition, any applicable Sections and Indexes of the current version of "Standard Plans for Road Construction" shall also be considered a part of the Contract Documents, as far as the applicable Sections and Indexes apply to the proposed work called for on the Contract Drawings or any Addenda thereto.		a. Acknowledge
8.	Please review and acknowledge the attached requirements.		a. Acknowledge
9.	The following sections are hereby removed from the Terms and Conditions. Please disregard sections in their entirety. A.2 Award A.4 Quantities C.10 Delivery C.12 Discounts C.15 Escalation / De-escalation C.19 Force Majeure, Notice of Delay, and No Damages for Delay C.29 "Or Equal" Interpretation		a. Acknowledge

10.	Please review and acknowledge Incinerator Ash Material requirements.		a. Acknowledge
11.	Please review and acknowledge the attached requirements.		a. Acknowledge
12.	Federal Funding: Complete and return all federal funding attachments.		a. Acknowledge
	Attachments		Yes
4.	**Price Sheet**		
1.	Price Sheet: Please download the attached spreadsheet to enter prices and upload back. Please do not make any changes to the item descriptions or quantities indicated. See the attachment(s) for additional information. **Price Sheet** 1. PROPOSAL a. A Bidder must provide a price on each item listed. b. Unless stated otherwise by the City, all bid prices should include the furnishing and installing materials. c. Bidder must insert extended prices obtained by multiplying the proposed quantities times the unit prices. In case of errors, unit prices will govern. The corrected extended prices and corrected Total Base Bid will be used to determine the lowest qualified Bid. d. The Total Base Bid plus selected Alternate(s), if any, will be used to determine the lowest bidder. If selected, Alternate(s) will be awarded in the order listed (i.e. – 1,2,3...). e. Bidder agrees to keep its bid in effect for 120 calendar days after the Bid Opening date to allow the CITY time to award the bid, should it be awarded, and time to prepare and execute the contract (or issue the purchase order). This time period begins at the time bids are opened and ends upon the issuance of Notice to Proceed (NTP) by the CITY. The bid prices shall remain in effect throughout the life of the Contract. Failure of the CITY to issue NTP within the specified time period shall allow Bidder to withdraw its Bid and terminate its contract without penalty or forfeiture of Bid Bond. Failure of the CITY to issue NTP within the specified time period shall not entitle Bidder to an adjustment of its Bid prices, unless mutually agreeable by the CITY. f. Bids in which the prices are obviously unbalanced are subject to rejection. The CITY shall not be liable to the CONTRACTOR for failure to reject or notify the Bidder of any unbalanced bid. 2. CONDITIONS IN BIDDER'S PROPOSAL a. The Bidder shall not stipulate in its Bid Proposal, or append thereto, any conditions contrary to those contained in the Contract Documents. 3. TAXES a. Bidders shall include in their bid prices any sales taxes or use taxes which they are required by law to pay. Bidders are reminded, it is the CONTRACTOR'S responsibility to pay all Florida Sales Taxes that are required to be paid to the State under the subject contract. These taxes, by State law, are not to be set forth as a separate line item. Therefore, the CONTRACTOR shall devise his own method to insure recovery. Additional allowances will not be made for failure to include these required taxes in the proposal. 4. QUANTITIES a. It is understood that the quantities set forth in the Proposal Form are calculated estimates, and that payment will be made only upon the actual quantities of work complete in place, measured as defined in the Contract Documents. It is the Bidder's responsibility to verify the scope and quantity of work included in lump sum bid items. No Adjustment in a lump sum bid price will be allowed for errors in quantity tabulations unless there is a change in the defined scope of work after receipt of the bids. b. It is anticipated that the quantities set forth in the Bid Proposal Form are reasonable and will not be exceeded. During the bid process, any Bidder finding a discrepancy larger than 10% of the estimated quantity shall bring the discrepancy to the attention of the ENGINEER. The quantity estimated will be checked and if found in error, an addendum will be published and distributed to all Bidders. Notwithstanding the		a. Acknowledge

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published and distributed to all Bidders. Notwithstanding the foregoing, however, if during construction any quantity is exceeded, the overrun must be approved by the ENGINEER prior to proceeding with work to incorporate the item in the construction. No change order for this additional work will be required other than a final change order for the amount installed, except when any one pay item is increased by more than 20% of the quantity listed or when the total amount of all overruns or underruns exceeds $50,000. If any one of said quantities is adjusted greater than twenty percent (20%), then the unit price is subject to negotiation.

c. It is expressly understood and agreed that the foregoing Total Bid(s) is/are the basis for establishing the amount of the Bid Security and is not to be construed to be a Lump Sum Proposal.

5. SUBSTITUTION OF "OR EQUAL" ITEMS

a. The materials, devices, systems, appliances, or equipment designated in the Contract Documents by a manufacturer's, vendor's, proprietary or trade name; establish a standard of required function, dimensions, appearance and quality to be met. Wherever the designation of such items is not followed by "or equal", it shall be deemed that the words "or equal" do follow such designation. A Bidder may propose the substitution of items equaling or bettering the standards of those specified, upon submission to the ENGINEER, not less than 10 days (7 if informal) prior to the date for receipt of Bids, of complete information on the proposed substitute including its name, manufacturer, drawings, cut-sheets, performance, test data, and any other information required by the ENGINEER for evaluation of the proposed substitute.

b. Approval, if granted, by the ENGINEER of a proposed substitute shall be in the form of an Addendum issued to all prospective bidders. Whenever a bidder proposes to furnish an approved substitute, it shall be responsible for and include in its base bid the cost of making all adjustments to accommodate the substitute including, but not limited to, structural elements, auxiliary equipment, piling, electrical, mechanical and control systems; which are required to provide a complete satisfactory operating installation of the substitute item. Approval of the substitute item shall be in the sole discretion of the ENGINEER upon its finding that it conforms to all structural, architectural, mechanical, electrical and other design criteria as well as required operating performance characteristics. Failure of the ENGINEER to complete the review and evaluation of a proposed substitute in time to issue an addendum prior to the receipt of Bids shall not authorize any Bidder to include such substitute in a Bid nor shall it be the basis of a protest by a Bidder.

c. No substitute or "or equal" item which has not been previously approved as required by this Section, shall be included in the proposal. If, regardless of the above prohibition, a non-approved substitute item is shown on the proposal, it shall be disregarded in consideration of award, and if an award is made to such Bidder, the Bidder shall furnish the item as specified with no change in Bid price notwithstanding the substitute shown on the proposal.

d. Following the award of a contract, substitution of any item from that specified or approved prior to receipt of bid, shall be requested in accordance with the applicable sections of the General Conditions (Construction).

	Attachments		Yes
5.	**Sample Contract**		
1.	Please review and acknowledge the attached sample contract.		a. Acknowledge
6.	**Owner Direct Material Purchase**		
1.	Please review and acknowledge the Owner Direct Materials Program. Direct Material Purchases Pursuant to Florida Statutes, Section 212.08(6), and Florida Administrative Code, Number 12A-1.094, the City of Jacksonville is exempt from Florida Sales Tax for the purchase of construction materials, supplies and/or equipment incorporated into a construction project. Furthermore, the Procurement Division is required per the Jax P-Code, 126.306 (h), to include Owner Direct Materials Purchase Order (ODPO) or Direct Materials Purchase Order (DMPO/DPO) in all capital improvement solicitations which requires the contractor to include on the schedule of values, a total line-item cost by material type for each supply purchase necessary for the project. This requirement applies to any line item (type of material)		a. Acknowledge

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	This requirement applies to any line item (type of material), where the total cost of the type of material is $100,000 or more for non-JSEB suppliers, and $10,000 or more for JSEB suppliers, unless the Chief of Procurement determines, based on satisfactory written justification provided by the using agency, that the city's purchase of supplies for a capital improvement procurement is not feasible, economical, or beneficial to the city's interests. Per the solicitation clauses, the supplier will be responsible for all matters relating to the receipt of materials purchased by the city, including verifying correct quantities, inspection, and acceptance of the materials at the time of delivery. The supplier shall also bear the costs of all payment and performance bonds and insurance, including builder's risk insurance. The supplier shall be responsible for coordinating the delivery, storage, and incorporation of material purchases made by the city. Once the materials are incorporated in the project, they become the responsibility of the supplier. Failure by the supplier to comply with the tax exemption procedures, which will result in taxes, fines or damages to the city shall be the sole responsibility and liability of the supplier. The bid price is the contract price as awarded and must include any applicable sales tax. Material prices may fluctuate but there will be no increase to the contract price. **Any adjustments up or down to the original estimated cost are absorbed within the bid price. In addition, the supplier is required to register or already be registered in 1Cloud prior to any purchase request.** The Supplier link for registration is www.jacksonville.gov/supplierportal or Jacksonville.gov - Supplier Portal		
7.	**Subcontractors and Shop Fabricators**		
1.	Please review and acknowledge attached requirement for subcontractors and shop fabricators.		a. Acknowledge
	Attachments		Yes
8.	**Bid Surety Requirements**		
1.	Bid / Surety Requirements 1. BID SECURITY a. If required, the Proposal shall be accompanied by Bid security in the form of a Bid Bond executed by the Bidder and a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Bid amount made payable to the City of Jacksonville. Said Bid Security guarantees the Bidder will not withdraw from the competition after opening the Bids and, in the event the Contract is awarded to the Bidder, it will execute the Contract and furnish the required bonds within ten (10) days after notification. If it withdraws or fails to provide the bonds, the Bid Security and all proceeds there from shall become the property of the CITY as agreed upon, to be fixed as reasonable liquidated damages. In any Contract involving the expenditure of Federal funds, the bond must be written by a Federally approved bonding agency. A copy of the currently approved agencies will be furnished prospective bidders on request from the U. S. Department of Housing and Urban Development (H.U.D.). 2. RETURN OF BID SECURITY a. As soon as Bids have been satisfactorily evaluated		a. Acknowledge

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by the CITY, the Bid Securities accompanying Bids which in the CITY's judgment would not likely be considered for the award may be returned. All other Bid Securities will be held until the award has been made and executed, after which the Bid Securities will be returned to the respective Bidders who tendered same.

3. CONTRACT PERFORMANCE AND PAYMENT BONDS

a. Except as provided in the General Conditions, Contract Bonds in the form provided in these Contract Documents will be required in an amount equal to one hundred percent (100%) of the Contract Amount and shall be written with a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida. Such surety company must be approved by the CITY'S Division of Insurance and Risk Management. The bonds shall guarantee the faithful performance of this Contract, including delay damage expense, and payment for labor, materials, and supplies used therefore. For a Contract involving Federal funds, the bond must be written by a Federally approved bonding agency. (A copy of bonding agencies currently approved by the Federal Government will be furnished upon request from the U. S. Housing and Urban Development (H.U.D.) Department).

When Performance and Payment Bonds are not required:

i. The CONTRACTOR, prior to final payment, will certify by affidavit that laborers, materialmen and Subcontractors, as defined in Florida Statute s. 713.01, have no claims against the Contractor resulting from the completion of the work provided for in the Contract.

ii. Payments will be made by the CITY jointly between or among the Contractor and its Subcontractors and suppliers.

4. WITHDRAWAL OF BIDS

a. A bidder may withdraw its Bid without forfeiture of bid security not later than the day and hour set in the advertisement for receiving Bids, "the bid time", by communicating its withdrawal in writing to the CITY. When "the bid time" has passed, no Bidder shall thereafter have a right to withdraw its bid. Subsequent to the opening of Bids, withdrawal will subject the Bidder's Bid Security to forfeiture.

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Attachments		Yes

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WILLS BRANCH CREEK
DREDGING

SCOPE OF WORK

1 Scope: The work covered by these plans and specifications consists of furnishing all labor, materials and equipment; and performing all operations necessary for the construction of **WILLS BRANCH CREEK DREDGING**. The project includes, but is not limited to:

- Dredging / excavating, transportation, and disposal of material from Wills Creek as indicated in the contract plans.
- Installation and maintenance of temporary turbidity controls associated with the project construction.
- Clearing the banks of all debris and vegetation, including the replacement of rubble rip rap slope protection as called out in the contract plans.

2 Location: This project is located within the limits of the City of Jacksonville, Florida. The construction area includes the dredging of Wills Branch Creek from east of Old Middleburg Road to approximately 2000 feet east of Lane Avenue. Additionally, the job site shall include all City property, rights-of-way, and easements delineated on the contract drawings.

3 Intent: It is the intent of these Contract Documents to construct the **WILLS BRANCH CREEK DREDGING** project as shown on the plans and including but not limited to:

1. Site Preparation, Including Clearing & Grubbing
2. Earthwork
3. Bank Stabilization
4. Erosion Control & Pollution Abatement
5. Grassing

It is not the intent of these Contract Documents to minutely define the mode and fabric of construction of this project, but rather to set forth reasonable and rational criteria for the construction thereof.

4 Duration The CONTRACTOR shall begin work within ten (10) calendar days, including Sundays and holidays, after the date of written notice from the owner to begin work, and shall complete the Base Bid work within 210 calendar days including Sundays and holidays, after the expiration of such ten (10) day notice. If the Bidder determines that "off-hours" work is anticipated to complete the project within such allotted times, a schedule therefore shall be attached to this proposal as required by Section 20.3.4 of the General Conditions.

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THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER 72306-26

PERFORMANCE BOND NUMBER 108343517

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Continental Heavy Civil Corp.

Principal Business Address: 13131 SW 132nd Street, Suite 102, Miami, Florida 33186

Telephone: 786-250-5851

As to the Surety:

Name: Travelers Casualty and Surety Company of America

Principal Business Address: One Tower Square, Hartford, CT 06183

Telephone: (407)388-3259

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, 10th Floor, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Description of Project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the Wills Branch Creek Dredging Project, including but not limited to dredging, excavating, transporting, and disposing of material from Wills Branch Creek, installing and maintaining temporary turbidity controls, and clearing the banks of all debris and vegetation, including replacing rubble rip rap slope protection, as well as site preparation, earthwork, bank stabilization, erosion control, pollution abatement, grassing, and all other related work in accordance with Contract plans, drawings, and specifications.

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THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that **CONTINENTAL HEAVY CIVIL CORP.** as Principal (the "Contractor"), and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Hartford, CT and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (the "City") in the sum of FIVE MILLION FIVE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED TWO AND 00/100 DOLLARS ($5,569,902.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 72306-26 (the "Contract"), dated as of the 18th day of October, 2025, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the Wills Branch Creek Dredging Project, including but not limited to dredging, excavating, transporting, and disposing of material from Wills Branch Creek, installing and maintaining temporary turbidity controls, and clearing the banks of all debris and vegetation, including replacing rubble rip rap slope protection, as well as site preparation, earthwork, bank stabilization, erosion control, pollution abatement, grassing, and all other related work in strict accordance with the Contract drawings and specifications prepared for the Engineering and Construction Management Division of the Department of Public Works, bid number CB-16783-25, bid date

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September 18, 2025, designated as *Specifications for Wills Branch Creek Dredging,* and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor, and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Contractor shall: (1) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond by reference, in strict compliance with the Contract requirements; (2) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and, (3) pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and at law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

PROVIDED FURTHER, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days after the City's written notice of termination for default, arrange for Contractor with the City's

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consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

(2) (A) Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (C) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days after City's

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notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages, and other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED FURTHER, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED FURTHER, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

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PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

[Remainder of page left blank intentionally. Signature page follows immediately.]

Docusign Envelope ID: A0EE4F0D-94E0-4A9D-8BEF-0A95A252243D

SIGNED AND SEALED this 18th day of November, 2025.

WITNESS:

Signature

Mark Zanardi
Type/Print Name

Vice - President
Title

CONTINENTAL HEAVY CIVIL CORP.

Signature

David Tuella
Type/Print Name

President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Samantha Ortiz, Secretary

Travelers Casualty and Surety Company of America

By:
Its: Charles J. Nielson, Attorney-in-Fact

AS SURETY

Name of Agent: Charles J. Nielson/Acrisure

Address: 15050 NW 79 Court, Suite 200, Miami Lakes, FL 33016

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

Form Approved:

James R. McCain Jr
Office of General Counsel

Note. Date of Bond Must Not Be Prior to Date of Contract

Docusign Envelope ID: A0EE4F0D-94E0-4A9D-8BEF-0A95A252243D

TRAVELERS

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

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **SHAWN A. BURTON, KRISTY L. COLLINS, DAVID R. HOOVER, JARRETT MERLUCCI, CHARLES D. NIELSON, CHARLES J. NIELSON, JOSEPH P. NIELSON, IAN A. NIPPER** of **MIAMI LAKES, FL,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA SEAL | TRAVELERS CASUALTY AND SURETY COMPANY SEAL | ST. PAUL FIRE AND MARINE INSURANCE CO. SEAL

By: _____
Bryce Grissom, Senior Vice President

State of Connecticut

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

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

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this day of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA SEAL | TRAVELERS CASUALTY AND SURETY COMPANY SEAL | ST. PAUL FIRE AND MARINE INSURANCE CO. SEAL

_____
Kevin E. Hughes, Assistant Secretary

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

Docusign Envelope ID: A0EE4F0D-94E0-4A9D-8BEF-0A95A252243D

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER 72306-26

PAYMENT BOND NUMBER 108343517

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Continental Heavy Civil Corp.

Principal Business Address: 13131 SW 132nd Street, Suite 102, Miami, Florida 33186

Telephone: 786-250-5851

As to the Surety:

Name: Travelers Casualty and Surety Company of America

Principal Business Address: One Tower Square, Hartford, CT 06183

Telephone: (407) 388-3259

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, 10th Floor, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Description of project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the Wills Branch Creek Dredging Project, including but not limited to dredging, excavating, transporting, and disposing of material from Wills Branch Creek, installing and maintaining temporary turbidity controls, and clearing the banks of all debris and vegetation, including replacing rubble rip rap slope protection, as well as site preparation, earthwork, bank stabilization, erosion control, pollution abatement, grassing, and all other related work in accordance with Contract plans, drawings, and specifications.

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THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that **CONTINENTAL HEAVY CIVIL CORP.** as Principal (the "Contractor") and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Hartford, CT and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (the "City"), in the sum of FIVE MILLION FIVE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED TWO AND 00/100 DOLLARS ($5,569,902.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 72306-26 (the "Contract"), dated as of the 18th day of November, 2025, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for the Wills Branch Creek Dredging Project, including but not limited to dredging, excavating, transporting, and disposing of material from Wills Branch Creek, installing and maintaining temporary turbidity controls, and clearing the banks of all debris and vegetation, including replacing rubble rip rap slope protection, as well as site preparation, earthwork, bank stabilization, erosion control, pollution abatement, grassing, and all other related work in strict accordance with the Contract drawings and specifications prepared for the Engineering and Construction

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Management Division of the City's Department of Public Works, bid number CB-16783-25, bid date September 18, 2025, designated as *Specifications for Wills Branch Creek Dredging*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS BOND are such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials, or equipment that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work and any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies, and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and at law, in accordance with the statutes and the laws of the State of Florida and specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials, or equipment shall be instituted

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hereunder against the Principal or the Surety unless a claimant provides to each of them both of the proper notices in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED FURTHER, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or equipment in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or equipment, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes later, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

[Remainder of page left blank intentionally. Signature page follows immediately.]

Docusign Envelope ID: A0EE4F0D-94E0-4A9D-8BEF-0A95A252243D

SIGNED AND SEALED this 18th day of November, 2025.

WITNESS:

Signature

Mark Zamorodi
Type/Print Name

Vice - President
Title

CONTINENTAL HEAVY CIVIL CORP.

Signature

David Tuello
Type/Print Name

President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Samantha Ortiz, Secretary

Travelers Casualty and Surety Company of America

By
Charles J. Nielson Its Attorney-in-Fact

AS SURETY

Name of Agent: Charles J. Nielson/Acrisure

Address: 15050 NW 79 Court

Suite 200, Miami Lakes, FL 33016

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

James R. McCann, Jr
Office of General Counsel

Docusign Envelope ID: A0EE4F0D-94E0-4A9D-8BEF-0A95A252243D

TRAVELERS

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

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **SHAWN A. BURTON, KRISTY L. COLLINS, DAVID R. HOOVER, JARRETT MERLUCCI, CHARLES D. NIELSON, CHARLES J. NIELSON, JOSEPH P. NIELSON, IAN A. NIPPER** of **MIAMI LAKES, FL,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA SEAL
TRAVELERS CASUALTY AND SURETY COMPANY SEAL
ST. PAUL FIRE AND MARINE INSURANCE CO SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

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

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this day of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA SEAL
TRAVELERS CASUALTY AND SURETY COMPANY SEAL
ST. PAUL FIRE AND MARINE INSURANCE CO SEAL

_____
Kevin E. Hughes, Assistant Secretary

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

Docusign Envelope ID: A0EE4F0D-94E0-4A9D-8BEF-0A95A252243D

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Construction Services for Wills Branch Creek Dredging

Requested Action and Justification:

Recommend approval of Award to Continental Heavy Civil Corp. as the lowest, responsive, responsible bidder for the referenced project in the amount of $5,569,902.00. Period of service will be from date of executed contract through project completion.

To be executed by formal contract through the Office of General Counsel

Additional funding (continued below):
32111.153101.565050.01021.00000000 - $1,369,117.00
32124.153101.565050.010622.00000000 - $285,604.18

Supplier:	Continental Heavy Civil Corp.	**Basis of Award:**	LPTA	**BID Opening Date:**	09/09/2025

POA #:	TBD	**PO #:**	TBD	**Change Order #:**	N/A
Solicitation #:	CB 16783 25	**Contract #:**	TBD	**Contract Amd #:**	N/A
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	Yes	**JSEB Rec:**	Encouragement	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	Yes	**JSEB %:**	0		

Fund:	32111	**Center:**	153101	**Acct:**	565051	**Proj:**	010121	**Activity:**	00000000	$ 1,954,764.92
Fund:	32111	**Center:**	153119	**Acct:**	565051	**Proj:**	010121	**Activity:**	00000000	$ 364,111.37
Fund:	32124	**Center:**	153119	**Acct:**	565051	**Proj:**	010121	**Activity:**	00000000	$ 1,595,859.00

New NTE/GMP:	$ 5,569,902.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWOD:OFFICE OF_THE_DIRECTOR			
Concurrence:	Signed by: [signature]	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	9/9/2025
Concurrence:	Signed by: [signature] 1EFA223D5D23187...	**Title:**	DIRECTOR OF PUBLIC WORKS	9/10/2025
Concurrence:		**Title:**		
Concurrence:		**Title:**		

Initial DT

Procurement Analyst/Buyer:	Signed by: kemp, Benjamin 1249D5BBEFA8...	**Chief of Procurement:**	Signed by: [signature] B15F1D617352456... 9/16/2025
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	DocuSigned by: Karen Bowling 1C34E121552481...
Date:	9/18/2025	**Date:**	9/18/2025

DS
Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02