

**MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

10
FILE COPY

SUBJECT	Authorization to Award IFB #11-0741-OV, Beach Nourishment Project, City of Anna Maria and Coquina Beach, Anna Maria Island, FL	TYPE AGENDA ITEM	Consent
DATE REQUESTED	February 8, 2011	DATE SUBMITTED/REVISED	January 25, 2011
BRIEFINGS? Who?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Financial Management/Purchasing	AUTHORIZED BY TITLE	Jim Seuffert, Director <i>JS</i>
CONTACT PERSON TELEPHONE/EXTENSION	Olga Valcich, Purchasing x 3055 R.C. "Rob" Cuthbert, C.P.M, CPPO Purchasing x 3014	PRESENTER/TITLE TELEPHONE/EXTENSION	Charlie Hunsicker, Director, Natural Resources, x3727
ADMINISTRATIVE APPROVAL			

ACTION DESIRED
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Award IFB #11-0741-OV, Beach Nourishment Project / Anna Maria Island, Manatee County, FL / City of Anna Maria and Coquina Beach to Great Lakes Dredge & Dock Company, LLC, Oak Brook, Illinois in the amount of \$6,900,000.00 and to authorize the County Administrator, or his designee to subsequently execute contract documents, payment / performance bonds and acceptance of insurances. Commencement of project work within seven (7) days after the issuance of the Notice to Proceed.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

Manatee County Code of Laws, Chapter 2-26 Manatee County Purchasing Ordinance, Section 2-26-41 and the Standards and Procedures approved by the County Administrator.

BACKGROUND/DISCUSSION

- The Beach Nourishment Project consists of two separate fill segments on Anna Maria Island; Coquina Beach Segment and the City of Anna Maria Segment. The Work shall include hydraulic excavation of sediment from the borrow area, transport to the beach and placement of the sediment within the lines and grades detailed in the plans.
- Background/Discussion Continued on page 2.
- Funding Source: Beach Erosion Control, Capital Project Fund.

Check appropriate box	
<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: (___))
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)
<input checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input type="checkbox"/>	OTHER

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
Department Memo dated 1/20/2011 Engineer of Record Recommendation 1/18/2011 Bid Tabulation Executed Agreement (2 copies) Payment/Performance Bonds (2 copies) Insurance Certificates, Including Marine (2 copies) Authorization to Date Bonds (2 copies)		Originals to Board Records and Great Lakes Dredge & Dock Company, LLC, 2122 York Road, Oak Brook, IL 60523 Copy of Signature Page to Jayne Souders, Natural Resources Department and Olga Valcich, Purchasing Division	
COST:	\$6,900,000.00	SOURCE (ACCT # & NAME):	3126003403-534000- 6003403-9100 / Beach Erosion
COMMENTS:	N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	N/A

2 M A / 2011

The project consists of two separate fill segments on Anna Maria Island.

- **Coquina Beach Segment:** The Coquina Beach Segment of the beach nourishment project consists of the placement of approximately 206,000 cubic yards of fill on a beach segment in the southern end of Anna Maria Island.

City of Anna Maria Segment: The City of Anna Maria Segment of the beach nourishment project consists of placement of approximately 25,000 cubic yards of fill on a beach segment within the City of Anna Maria on the northern end of Anna Maria Island.

- The Work shall include the hydraulic excavation (with a Hydraulic Cutterhead Dredge) of sediment from the borrow area, transport to the beach and placement of the sediment within the lines and grades shown in the plans, water turbidity control, water quality monitoring, tilling (optional as directed by the Engineer), temporary sand ramps over the dredge pipeline, final cleanup, escarpment leveling and restoration of any disturbed area within or adjacent to the project.

12/16/2010 through 01/18/2011, appropriate bid procedures were followed. Notice of Bid availability was broadcast to seven hundred and five (705) suppliers via Onvia DemandStar, and www.mymanatee.org websites. Three (3) supplemental suppliers were added to the plan holders list. Forty-five (45) plan holders obtained copies of the bid.

A total of two (2) bids were received:

Great Lakes Dredge & Dock Company, Inc., Oak Brook, Illinois with a total of \$6,900,000.00 and Weeks Marine, Inc, Covington, Louisiana with a total of \$7,049,750.00.

- 1/18/2011 – Recommendation from Coastal Planning and Engineering, Inc. along with tabulation selecting Great Lakes Dredge & Dock Company, Oak Brook, Illinois as the most responsive, responsible bidder for this project.
- 1/20/2011 – Recommendation received from Charlie Hunsicker, Director, Natural Resources to award the project to Great Lakes Dredge & Dock Company in the amount of \$6,900,000.00.
- Commencement of work shall begin within seven (7) days after the issuance of the Notice to Proceed. Contractor shall commence dredging by March 1, 2011 and complete all work by April 30, 2011.
- Funding Source: Beach Erosion Control, Capital Project Fund

MEMORANDUM



Natural Resources Department
415 10th Street West
Bradenton, FL 34205

MANATEE COUNTY
FLORIDA

Phone: 941-745-3723
Fax: 941-741-3227
www.myanatee.org

To: Rob "R.C." Cuthbert, Purchasing Manager
From: *Charlie Hunsicker*
Charlie Hunsicker, Director, Natural Resources
Date: January 20, 2011
Subject: Recommendation for Award – IFB#11-0741-OV
Beach Nourishment Project, Anna Maria Island, Manatee County, FL
City of Anna Maria and Coquina Beach
Great Lakes Dredge & Dock Company, Oak Brook, IL

Rob,

The bids for the above referenced project have been reviewed by staff. It is recommended that the contract be awarded to the apparent responsive and responsible bidder, Great Lakes Dredge & Dock Company, in the amount of \$6,900,000.00 and in accordance with the terms and conditions of the bid package.

Please adjust requisition #R046608 to reflect the total bid amount since it was originally entered for a lower amount.

If you have any questions, please let me know.

Thank you.

Cc: file
CH/jls

MANATEE COUNTY
PURCHASING
2011 JAN 24 AM 8:32



COASTAL PLANNING & ENGINEERING, INC.

2481 NW BOCA RATON BOULEVARD, BOCA RATON, FL 33431

561-391-8102 PHONE 561-391-9116 FAX
INTERNET: <http://www.coastalplanning.net>
e-mail: mail@coastalplanning.net

8446.65

January 18, 2011

Ms. Olga Valcich
Construction Buyer
Manatee County Government
Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

**RE: Manatee County, Anna Maria Island, City of Anna Maria and Coquina Beach,
Beach Nourishment Project; Recommendation of Contractor Selection for Bid No.
IFB-#11-0741-OV**

Dear Ms. Valcich:

This is to recommend selection of Great Lakes Dredge & Dock Company by the County for construction of the Manatee County, Anna Maria Island, City of Anna Maria and Coquina Beach, Beach Nourishment Project.

The recommendation for the selection of Great Lakes Dredge & Dock Company is predicated upon County approval of the appropriate certificate of insurance documents with all required endorsements and stipulations, payment and performance bonds and any documents and/or endorsements required by the County.

If you should have any questions, please call me.

Sincerely,

COASTAL PLANNING & ENGINEERING, INC.

Richard H. Spadoni
Senior Vice President

cc: Charlie Hunsicker, Natural Resources Director, Manatee County
Tom Pierro, P.E., CPE
Lauren Floyd, CPE

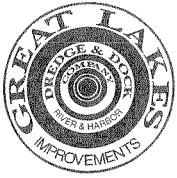
p:manatee/8446.65/plans and specs/beach.../construction recommendation letter great lakes dredge

Manatee County
 IFB # 11-0741-OV - Beach Nourishment Project, Anna Maria Island, Manatee County, FL
 January 18, 2011 @ 2:00 pm

Item #	Description	Qty	Great Lakes Dredge & Dock Company, LLC		Weeks Marine, Inc.	
			Unit Price	Total Price	Unit Price	Total Price
COQUINA BEACH SEGMENT						
1	Underwater Pipeline Establishment	1 LS	\$1,765,000.00	\$1,765,000.00	\$950,000.00	\$950,000.00
2	Dredge and Fill	206,000 CY	\$7.25	\$1,493,500.00	\$12.75	\$2,626,500.00
3	Beach Tilling	1 LS	\$15,125.00	\$15,125.00	\$12,000.00	\$12,000.00
4	Discretionary Work	1 LS	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00
	SUBTOTAL			\$3,873,625.00		\$4,188,500.00
CITY OF ANNA MARIA BEACH SEGMENT						
1	Mobilization / Demobilization	1 LS	\$1,065,000.00	\$1,065,000.00	\$1,650,000.00	\$1,650,000.00
2	Underwater Pipeline Establishment	1 LS	\$965,000.00	\$965,000.00	\$275,000.00	\$275,000.00
3	Dredge and Fill	25,000 CY	\$15.25	\$381,250.00	\$13.25	\$331,250.00
4	Beach Tilling	1 LS	\$15,125.00	\$15,125.00	\$5,000.00	\$5,000.00
5	Discretionary Work	1 LS	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00
	SUBTOTAL			\$3,026,375.00		\$2,861,250.00

GRAND TOTAL
\$6,900,000.00

GRAND TOTAL
\$7,049,750.00



**Great Lakes
Dredge & Dock
Company, LLC**

2122 YORK ROAD
OAK BROOK, IL USA 60523-1981
TEL: 630-574-3000

27 January 2011

Manatee County Government
Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

RE: Beach Nourishment Project, Anna Maria Island,
City of Anna Maria and Coquina Beach,
Manatee County, Florida
Authorization to Date Performance-Payment Bonds

To Whom it May Concern,

In connection with the above-referenced project, Great Lakes Dredge & Dock Company, LLC has submitted two copies of performance-payment bonds (the "Bonds") in accordance with the bid documents. Per the County's request, said Bonds are undated.

Please be advised that I, Samuel R. Morrison, do hereby certify that I am a duly appointed Attorney-in-Fact of Great Lakes Dredge & Dock Company, LLC, a Delaware limited liability company (the "Company") and said appointment has not been amended, modified, revoked or rescinded in any respect and remain in full force and effect as of the date hereof. In such capacity, I hereby grant the County Administrator or his designee the power and permission to date the Bonds upon execution of the Contract for the above-referenced project.

Please feel free to contact me if you have any questions or require further clarification.

Very truly yours,
GREAT LAKES DREDGE & DOCK COMPANY, LLC

A handwritten signature in black ink, appearing to read "SMORRISON".

Samuel R. Morrison
Area Manager and Attorney-in-Fact

PURCHASING
2011 JAN 27 AM 9:38
MANATEE COUNTY



**Great Lakes
Dredge & Dock
Company, LLC**

2122 YORK ROAD
OAK BROOK, IL USA 60523-1981
TEL: 630-574-3000

GREAT LAKES DREDGE & DOCK COMPANY, LLC

SECRETARY'S CERTIFICATE

I, Ellen Parker Burke, DO HEREBY CERTIFY that I am the duly elected, qualified and acting Secretary of Great Lakes Dredge & Dock Company, LLC, a Delaware limited liability company (the "Company"), and in such capacity DO FURTHER CERTIFY that pursuant to resolution taken by the Board of Managers of the Company on October 18, 2005, Samuel R. Morrison is an attorney-in-fact of the Company and such resolutions have not been amended, modified, revoked or rescinded since their adoption to and including the date hereof and are now in full force and effect in the form duly adopted by such Board of Managers.

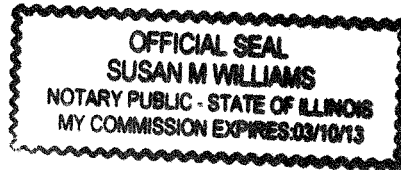
IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on this 27th day of January 2011.

GREAT LAKES DREDGE & DOCK COMPANY, LLC

By: Ellen Parker Burke
Name: Ellen Parker Burke
Title: Secretary

Subscribed and sworn to before me
This 27th day of January 2011

Susan M. Williams
Notary Public





**Great Lakes
Dredge & Dock
Company, LLC**

2122 YORK ROAD
OAK BROOK, IL USA 60523-1981
TEL: 630-574-3000

**GREAT LAKES DREDGE & DOCK COMPANY, LLC
SECRETARY'S CERTIFICATE**

I, Ellen Parker Burke, DO HEREBY CERTIFY that I am duly elected, qualified and acting Secretary of Great Lakes Dredge & Dock Company, LLC, a Delaware limited liability company (the "Company"), and in such capacity DO FURTHER CERTIFY that:

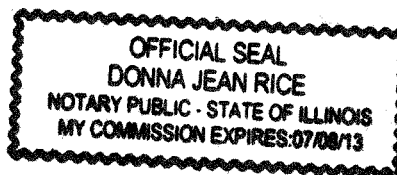
Samuel R. Morrison, a **Project Sponsor** of the Company, is duly authorized to execute in the name of and on behalf of the Company domestic dredging contract bids, estimates, contracts, contract modifications, payment estimates, payment invoices, final invoices, releases and all other agreements, documents, instruments or other forms necessary to secure, perform and finalize contracts and contract modifications for Project: IFB #11-0741-OV Beach Nourishment Project, Anna Maria Island City of Anna Maria and Coquina Beach, Manatee County, Florida, together with all bonds and other obligations necessary to secure the performance thereto, and when so executed the same shall be in full force and effect and binding upon the Company.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on this 28th day of January 2011.

By: Ellen Parker Burke
Name: Ellen Parker Burke
Title: Secretary

Subscribed and sworn to before me
this 28th day of January 2011

Donna Jean Rice
Notary Public



IFB#11-0741-OV
 Beach Nourishment Project, Anna Maria Island
 City of Anna Maria and Coquina Beach, Manatee County, FL

SECTION 00500
 FORM OF AGREEMENT
 BETWEEN THE
 COUNTY OF MANATEE, FLORIDA
 AND THE CONTRACTOR AS IDENTIFIED BELOW
 ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "COUNTY" and Great Lakes Dredge & Dock Company, LLC, hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at 2122 York Road, Oak Brook, Illinois 60523.

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. IFB #11-0741-OV, Beach Nourishment Project, Anna Maria Island, City of Anna Maria and Coquina Beach, Manatee County, FL in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

Article 2. ENGINEER

The County of Manatee, Project Management Department, is responsible as the COUNTY and Coastal Planning & Engineering, Inc., hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the COUNTY'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents. All communications involving this project will be addressed to:

County of Manatee
 Natural Resources Department
 Charlie Hunsicker, Director
 IFB #11-0741-OV
 415 10th Street West
 Bradenton, FL 34205
 Phone (941) 745-3727

Coastal Planning & Engineering
 Richard H. Spadoni, Senior Vice President
 Engineer of Record
 2481 N.W. Boca Raton Boulevard
 Boca Raton, FL 33431
 (561) 391-8102, Ext. 142

IFB#11-0741-OV
Beach Nourishment Project, Anna Maria Island
City of Anna Maria and Coquina Beach, Manatee County, FL

Where the terms ENGINEER and/or COUNTY are used in the Contract Documents, it shall mean the COUNTY'S project management team.

Article 3. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.

IFB#11-0741-OV

Beach Nourishment Project, Anna Maria Island
City of Anna Maria and Coquina Beach, Manatee County, FL

- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the COUNTY.

Article 4. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 4.1 This Agreement and Bid Document IFB#11-0741-OV
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (not attached)
- 4.4 Addenda 1 to 2 inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.

IFB#11-0741-OV

Beach Nourishment Project, Anna Maria Island
City of Anna Maria and Coquina Beach, Manatee County, FL

- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

Article 5. MISCELLANEOUS

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 5.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IFB#11-0741-OV
Beach Nourishment Project, Anna Maria Island
City of Anna Maria and Coquina Beach, Manatee County, FL

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. #11-0741-OV, Beach Nourishment Project, Anna Maria Island, City of Anna Maria and Coquina Beach, Manatee County, FL) subject to additions and deduction as provided therein, the sum of Six Million, Nine Hundred Thousand Dollars and Zero Cents (\$6,900,000.00) based on the commencement of work within seven (7) days after the issuance of the Notice to Proceed. Dredging shall commence by March 1, 2011. Contractor shall prosecute said work diligently, and shall complete the work by April 30, 2011. Liquidated damages are \$3,000.00 for each calendar day of delay.

GREAT LAKES DREDGE & DOCK COMPANY, LLC
CONTRACTOR

BY: [Signature]
Signature

SAMUEL R. MORRISON, PROJECT SPONSOR
Name and Title of Signer (printed)

Date: 1/28/11

MANATEE COUNTY GOVERNMENT

BY: _____ For the County
Signature

R. C. "Rob" Cuthbert, C.P.M., CPPO, Purchasing Official
Name and Title of Signer

Date: _____

**PERFORMANCE
BOND**

Travelers Casualty and Surety Company of America

Hartford, Connecticut 06183

Bond No.: 105539065

Issued in Quadruplicate

CONTRACTOR:

(Name, legal status and address)

Great Lakes Dredge & Dock Company, LLC

2122 York Road, Oak Brook, IL 60523

OWNER:

(Name, legal status and address)

Manatee County

1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

2 Pierce Place

Itasca, IL 60143-3141

CONSTRUCTION CONTRACT

Date:

Amount: \$ 6,900,000.00 Six Million Nine Hundred Thousand Dollars and 00/100

Description:

(Name and location) Contract No. IFB #11-0741-OV Beach Nourishment Project, Anna Maria Island, City of

Anna Maria and Coquina Beach, Manatee County, Florida

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 6,900,000.00 Six Million Nine Hundred Thousand Dollars and 00/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Great Lakes Dredge & Dock Company, LLC

Signature: _____

Name and John F. Karas

Title: Sr. Vice President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

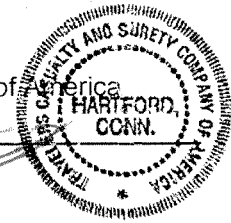
Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: _____

Name and Harold Miller Jr.

Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher & Co.

2 Pierce Place

Itasca, IL 60143-3141

(630)773-3800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's

notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default

or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

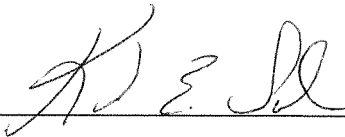
SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois

County of DuPage

I, Karen E. Socha, Notary Public of DuPage, County, in the State of Illinois, do hereby certify that Harold Miller Jr. Attorney-in-Fact, of the Travelers Casualty and Surety Company of America who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Itasca in said County, this 31st day of January , 2011.

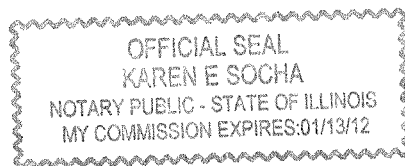


Notary Public

Karen E. Socha

My Commission expires:

1/13/2012





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223075

Certificate No. 003989638

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sharon A. Foulk, Harold Miller Jr., Karen E. Socha, William T. Krumm, Jon A. Schroeder, Arlene M. Filipski, Randall K. Moon Jr., Patricia A. Joseph, Joan B. Ward, Kathleen Weaver, Jodie Sellers, and Michael Robert Pesch

of the City of Itasca, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 29th day of November, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 29th day of November, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3/5th day of January, 20 11.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**PAYMENT
BOND**

Travelers Casualty and Surety Company of America

Hartford, Connecticut 06183

Bond No.: 105539065

CONTRACTOR:

(Name, legal status and address)

Great Lakes Dredge & Dock Company, LLC

2122 York Road, Oak Brook, IL 60523

OWNER:

(Name, legal status and address)

Manatee County

1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205

CONSTRUCTION CONTRACT

Date:

Amount: \$ 6,900,000.00 Six Million Nine Hundred Thousand Dollars and 00/100

Description:

(Name and location) Contract No. IFB #11-0741-OV Beach Nourishment Project, Anna Maria Island, City of

Anna Maria and Coquina Beach, Manatee County, Florida

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 6,900,000.00 Six Million Nine Hundred Thousand Dollars and 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Great Lakes Dredge & Dock Company, LLC

Signature: 

Name and John F. Karas

Title: Sr. Vice President

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: 

Name and Harold Miller Jr.

Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Arthur J. Gallagher & Co.

2 Pierce Place

Itasca, IL 60143-3141

(630)773-3800

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished

for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

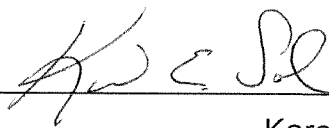
SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois

County of DuPage

I, Karen E. Socha, Notary Public of DuPage, County, in the State of Illinois, do hereby certify that Harold Miller Jr. Attorney-in-Fact, of the Travelers Casualty and Surety Company of America who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Itasca in said County, this 31st day of January, 2011.



Notary Public Karen E. Socha

My Commission expires: 1/13/2012





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223075

Certificate No. 003989599

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sharon A. Foulk, Harold Miller Jr., Karen E. Socha, William T. Krumm, Jon A. Schroeder, Arlene M. Filipiski, Randall K. Moon Jr., Patricia A. Joseph, Joan B. Ward, Kathleen Weaver, Jodie Sellers, and Michael Robert Pesch

of the City of Itasca, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 29th day of November, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 29th day of November, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2011.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of January, 2011.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CERTIFICATE OF LIABILITY INSURANCE

REF 6628

DATE (MM/DD/YY)
1/31/2011

PRODUCER
GLOBAL RISK PARTNERS, LLC
2 TRANSAM PLAZA DRIVE, STE 260
OAKBROOK TERRACE, IL 60181
PHONE: (630)-261-6300 FAX (630) 261-6975

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

GREAT LAKES DREDGE & DOCK CORPORATION,
GREAT LAKES DREDGE & DOCK COMPANY, LLC,
AND ITS AFFILIATES AND SUBSIDIARIES

INSURER A:	ZURICH AMERICAN INSURANCE COMPANY
INSURER B:	SIGNAL MUTUAL UNDERWRITING LIMITED
INSURER C:	THE WEST OF ENGLAND SHIP OWNERS MUTUAL INS ASSOCIATION
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	COMPREHENSIVE GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLO6554597 01	10/1/2010	10/1/2011	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					EACH OCCURRENCE	\$ 1,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					FIRE LEGAL (Any one fire)	\$ 300,000
					MEDICAL PAYMENTS	\$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP6554595 01	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Each accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$ INCL
					BODILY INJURY (Per accident)	\$ INCL
					PROPERTY DAMAGE (Per accident)	\$ INCL
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
					EA. OCCURRENCE	\$
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 6554594 01	10/1/2010	10/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	OTHER: USLHWCA	60045	10/1/2010	10/1/2011	STATUTORY	
C	P&I/CREW LIAB/POLL'N INCL	258469	2/20/2010	2/20/2011	\$6,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: BEACH NOURISHMENT PROJECT, ANNA MARIA ISLAND, CITY OF ANNA MARIA AND COQUINA BEACH, MANATEE COUNTY, FL, IFB # 11-0741-OV. IT IS AGREED THAT MANATEE COUNTY PURCHASING IS DEEMED AN ADDITIONAL INSURED TO THE EXTENT REQUIRED BY CONTRACT AND AS THEIR INTERESTS MAY APPEAR.

CERTIFICATE HOLDER

MANATEE COUNTY PURCHASING
1112 MANATEE AVENUE WEST, STE 803
BRADENTON, FL 34205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Handwritten Signature]

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, certain policy(ies) may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.