

EARTHBALANCE®

2570 Commerce Parkway
North Port, FL 34289
941.426.7878
WWW.EARTHBALANCE.COM

Bid

Beach Erosion Control Island-Wide
ITB-NR-0-2026/BS

City of Sanibel
Community Services Department – Natural Resources
800 Dunlop Road
Sanibel, FL 33957
(239) 472-3700

Bid Due: October 30, 2025 @ 2:30 P.M.

Proposal Respondent:
EarthBalance®
2570 Commerce Parkway
North Port, FL 34289
(941) 426-7878

Project Manager:
James Barron
jbarron@earthbalance.com



PROPOSAL

CITY OF SANIBEL, FLORIDA

Beach Erosion Control Island-Wide

October 30, 2025 @ 2:30PM

TO: CITY OF SANIBEL
Procurement Manager
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by Haley Ward Inc. and the City of Sanibel for **Beach Erosion Control Island-Wide** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal is:

Three hundred ninety seven thousand four hundred ninety four Dollars (\$ 397,494.00)
(written)

TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within **ONE HUNDRED AND TWENTY (120)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel, Florida.

ADDENDA

Receipt of Addenda Nos. 1 is hereby acknowledged.

Respectfully submitted,

EarthBalance Corporation

Contractor

(Individual) (Partnership) or (Corporation)



Cristine Borowski

Signed

Name (print) Cristine Borowski

Title Vice President of Business Management

Address 2570 Commerce Parkway

City / State North Port, Florida 34289

Telephone (941) 426-7878

Fax (941) 426-8778

Email nhults@earthbalance.com

DATE:

October 28, 2025

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.



City of Sanibel

**ADDENDUM NO. 1
October 20, 2025**

RE: Beach Erosion Control Island-Wide Proposal due date: October 30.2025 at 2:30

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: Could you specify the limitations on sourcing the plants? It states from Manatee county down to Monroe. Would that include nurseries inland such as those in DeSoto County?

Are we able to source from a nursery that provides most of their plants from their Collier County location, but may source some from their additional location in Miami?

Response No. 1: As long as the plants are sourced from the State of Florida would be acceptable.

A. ACKNOWLEDGEMENT OF ADDENDA

- a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
- b. All other terms, conditions and specifications of ITB-NR-0-2026/BS remain the same.
- c. Receipt acknowledged by:

Cristina Borowski

, October 28, 2025

Authorized Signature & Date Signed

Vice President of Business Management

Title

EarthBalance Corporation

Name of Firm

Bid Bond

CONTRACTOR:

(Name, legal status and address)
EARTHBALANCE CORPORATION
2570 Commerce Parkway
North Port, FL 34289

SURETY:

(Name, legal status and principal place of business)
Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
City of Sanibel, Florida
800 Dunlop Road
Sanibel, FL 33957

BOND AMOUNT:

5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any) Beach Erosion Control Island-Wide, Sanibel Island, FL
Project Number, if any: ITB-NR-0-2026/BS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 30th day of October, 2025

Justica Harris
(Witness)

K. Moulton
(Witness) Kelly Moulton

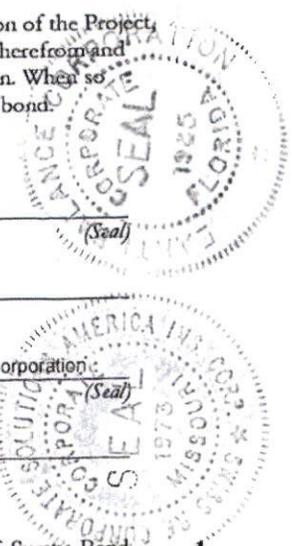
EARTHBALANCE CORPORATION

(Principal)

By: L. Stueber
(Title) Vice President

Swiss Re Corporate Solutions America Insurance Corporation
(Surety)

By: Susan L. Reich
(Title) Susan L. Reich, Attorney-in-Fact & FL Licensed Resident Agent
Inquiries: 407-786-7770



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, CHERYL A. FOLEY, LISA A. ROSELAND,
EMILY J. GOLECKI, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN, NATHAN K. REICH, and SARAH K. O'LINN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10TH day of NOVEMBER, 20 23

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10TH day of NOVEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies

Karen M Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of October, 2025



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



Swiss Re
Corporate Solutions

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

October 23, 2025

City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

To Whom It May Concern,

We are pleased to be the surety agents for EARTHBALANCE CORPORATION. Bonds are currently written through Swiss Re Corporate Solutions America Insurance Corporation which is A.M. Best Rated A+, XV and has a U.S. Treasury Listing of \$113,786,000.00.

We usually anticipate no difficulties in providing 100% surety Performance and Payment bonds for EARTHBALANCE CORPORATION in the \$7,500,000 single, \$20,000,000 aggregate range. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Susan Reich, Attorney-In-Fact,
Swiss Re Corporate Solutions
American Insurance Corporation



SWISS RE CORPORATE SOLUTIONS

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JOINTLY OR SEVERALLY

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TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

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"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 23 day of OCTOBER, 20 23

State of Illinois
County of Cook

ss

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 23 day of OCTOBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

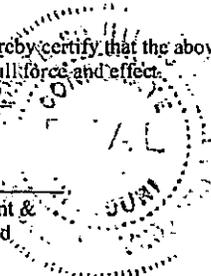


Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of October, 20 23

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



EarthBalance® Capabilities Statement

With four decades of experience, EarthBalance® has become one of the nation's largest hands-on ecosystem restoration firms, delivering services across the United States. Headquartered in North Port, Florida, with additional offices in St. Cloud and Fort Myers, we specialize in restoring and protecting wetlands, shorelines, and other environmentally sensitive lands. Our operations are supported by two large native nurseries located in Arcadia and Parrish, ensuring plant supply for large-scale projects.

Our nurseries encompass more than 143,000 square feet of controlled-environment greenhouse space, advanced mist-propagation systems, and extensive irrigated outdoor beds. These facilities allow us to scale the propagation and cultivation of native species to meet the needs of ecological restoration, landscape rehabilitation, and environmental mitigation. Our ability to grow native plants in-house allows us to control the final product. Every plant is backed by a rigorous quality assurance process.

Our nursery leadership is deeply engaged in advancing the industry. Joe Hayden, Nursery Grower and Manager, serves on the Board of Directors for the Florida Association of Native Nurseries (FANN) and works with the University of Florida and USDA on applied research initiatives. Nursery Coordinator Ebonie Gorniak extends our influence as a board member of the Florida Nursery, Growers and Landscape Association (FNGLA) - Manasota Chapter, further strengthening our role in professional development and best practices.

In addition to growing and supplying native plants, EarthBalance also performs all planting services for the projects we support. Our experienced field personnel, trained in ecological restoration, habitat management, and native species installation, ensure each project is implemented to the highest standards. By integrating our propagation, planting, and restoration services under one roof, we provide seamless project execution and quality control that contribute to the long-term ecological success of each restoration effort.



Company Profile

- Own & Operate 2 Native Plant Nurseries
- FEID: 59-2612208
- DUNS No.: 61-4631190
- Current EMR: 0.72 safety rating
- \$20 million in Aggregate Bonding
- 100+ Employees

Primary Services

- Native Nurseries Arcadia & Parrish, FL
- Native Plant Supply
- Wetland, Upland, Coastal, & Littoral Planting
- Nuisance Plant Control
- Habitat Restoration
- Natural Area Maintenance
- Mitigation Banking





Representative Projects

FLAGLER COUNTY COASTAL DUNE REHABILITATION (FL)



- Supplied, delivered, and installed 535,082 bare root sea oats (*Uniola paniculata*) and 2-inch panicgrass (*Panicum amarum*), salt meadow cordgrass (*Spartina patens*), beach morning glory (*Ipomoea imperati*) and beach elder (*Iva umbricata*) for 1,128,608 square feet of beach dunes

OAK ISLAND POST-MATTHEW FEMA EMERGENCY DUNE RESTORATION (NC)



- For the Town of Oak Island, FEMA funded
- Supplied, delivered, and installed A total of 171,125 2-Inch sea oats (*Uniola paniculata*) within the 92,742 square yards of renourished dune

CITY OF TYBEE ISLAND DUNE VEGETATION AND LANDSCAPING (GA)



- Supplied, delivered, and installed 92,087 native salt and drought tolerant grasses, plants, and sea oats for 154,770 square feet of beach dunes
- Awarded one of the American Shore and Beach Preservation Association Best Restored Beaches for 2020

HUNTING ISLAND STATE PARK BEACH VEGETATION PLANTING (SC)



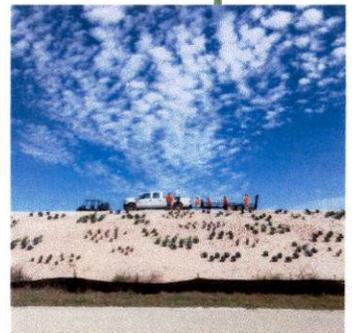
- For the SC Department of Parks, Recreation & Tourism
- Supplied, delivered, and installed 23,138 2-Inch native dune plants
- Planted approximately two miles of sand dunes

MYRTLE BEACH REACHES 1 & 3 SAND FENCING AND DUNE VEGETATION SHORE PROTECTION PROJECT (SC)



- For the U.S. Army Corps of Engineers Charleston District
- Supplied, delivered and installed 144,820 sea oats (*Uniola paniculata*) and 108,615 bitter panicum (*Panicum amarum 'Northpa'*)
- Installed 31,500 linear feet of sand fencing and 695 "Keep Off Dunes" signs

KENNEDY SPACE CENTER SHORELINE REPAIR PLANTING (FL)



- For the National Aeronautics and Space Administration
- Supplied, delivered, and installed 573,855 native dune plants at the Kennedy Space Center
- Plant sizes ranged from 1-Inch to 3-Gallon
- Employees required to obtain NASA security badging

Collier County Dune Restoration Planting - 2024

Project Location: Collier County, Florida
Project Owner: Collier County Government
Project Contact: Larry Humphries, Project Manager II
2685 South Horseshoe Dr., Suite 103
Naples, FL 34104
(239) 252-4245
Larry.Humphries@colliercountyfl.gov

EarthBalance Position: Prime
Project Manager: James Barron
Contract Amount: \$1,284,920.45
Contract Dates: November, 2024 - July, 2025

Project Description

EarthBalance® was contracted to supply, deliver, and install approximately 939,899 native dune plants, including sea oats (*Uniola paniculata*), panicgrass (*Panicum amarum*), sea purslane (*Sesuvium portulacastrum*), and a mix of other dune species, along with 544 "Keep Off Dunes" signs within two coastal zones in Collier County, Florida. The scope also included one-time removal and treatment of invasive species such as beach naupaka (*Scaevola taccada*), Australian pine (*Casuarina equisetifolia*), beach vitex (*Vitex rotundifolia*), and other exotics. Woody invasives were manually cut, removed from the site, and treated with herbicide on stumps, while herbaceous species were treated in place with herbicide in accordance with regulatory and ecological best practices.



Dauphin Island East End Beach Restoration

Project Location: Mobile County, Alabama
Project Owner: Town of Dauphin Island
Project Contact: Ricky Audibert, Project Manager
304 Gaille Drive
Covington, LA 70433 US
(985) 237-9677
rjaudibert@weeksmarine.com

EarthBalance Position: Sub-Contractor
Project Manager: James Barron
Contract Amount: \$923,034.05
Contract Dates: March, 2024 - September, 2024

Project Description

EarthBalance® supplied, delivered, and installed approximately 691,000 native dune plants and 12,400 linear feet of beach sand fencing along the East End Beach of Dauphin Island, located in Mobile County, Alabama. Installed species included sea oats (*Uniola paniculata*), panicgrass (*Panicum amarum*), saltmeadow cordgrass (*Spartina patens*), beach morning glory (*Ipomoea imperati/Ipomoea pes-caprae*), gulf bluestem (*Schizachyrium littorale*), and seashore butterfly weed (*Asclepias tuberosa*). Vegetation was installed in a checkerboard pattern at eighteen-inch (18") spacing and at a depth of 10–12 inches. Sand fencing was installed in two configurations: segmented fencing spaced at ten-foot (10') intervals oriented at a 45-degree azimuth from north, and continuous fencing installed side by side.



Myrtle Beach Sand Fencing and Planting

Project Location: Horry County, South Carolina
Project Owner: City of Myrtle Beach, SC
Project Contact: JC Blackhursts, Parks Superintendent
3231 10th Avenue Ext N.
Myrtle Beach, SC 29577 US
(843) 918-2390
jblackhurst@cityofmyrtlebeach.com

EarthBalance Position: Prime
Project Manager: James Barron
Contract Amount: \$703,221.92
Contract Dates: April, 2023 - May, 2023

Project Description

EarthBalance® provided all labor and materials necessary to install approximately 48,125 linear feet of sand fencing, comprising about 2,410 panels, along Myrtle Beach in Horry County, South Carolina. In addition, EarthBalance® installed native dune vegetation within the fenced areas, with plants spaced two feet apart and staggered with an eighteen-inch offset between rows. A total of 96,248 sea oats (*Uniola paniculata*) and 72,186 panicgrass (*Panicum amarum*), both in 98cc containers, were installed to support dune stabilization and restoration.



Design-Build Services for Hurricane Matthew FEMA Cat. B Emergency Berm Restroation

| | |
|-------------------------------|--|
| Project Location: | St. Johns County, Florida |
| Project Owner: | St. Johns County Board of County Commissioners |
| Project Contact: | David Juelle, Continental Heavy Civil 525 Telfair Rd Garden City, GA 31408 djuelle@chcivil.com |
| EarthBalance Position: | Sub-Contractor |
| Project Manager: | Christina Hensel |
| Contract Amount: | \$1,173,514.45 |
| Contract Dates: | July, 2021 - December, 2022 |

Project Description

EarthBalance® provided the labor and materials necessary to supply, deliver and install native dune vegetation along various Reaches of St. Johns County, Florida's coastline. The entire project consisted of the replacement of roughly 403,932 cubic yards of sand lost during Hurricane Matthew by Continental Heavy Civil (Prime Contractor), followed by the installation of native vegetation on the newly constructed berms by EarthBalance®. The project covered about 19.8 miles of coastline from the Duval County line south to the northern boundary of the Fort Matanzas National Monument, including South Ponte Vedra Beach, Vilano Beach, Butler Beach, and Crescent Beach. A total of 1,400,000 2-inch sea oats (*Uniola paniculata*) were installed.



Dune Vegetation and Landscaping

| | |
|-------------------------------|--|
| Project Location: | Chatham County, Georgia |
| Project Owner: | City of Tybee Island |
| Project Contact: | Alan Robertson, Project Manager P.O. Box 2749 Tybee island, GA 31328 (847) 525-5040 arobertson@cityoftybee.org |
| EarthBalance Position: | Prime |
| Project Manager: | James Barron |
| Contract Amount: | \$135,893.85 |
| Contract Dates: | January, 2020 |

Project Description

EarthBalance® was contracted to supply, deliver, and install various native salt and drought tolerant grasses, plants, and sea oats for approximately 154,770 square feet of beach dunes for the City of Tybee Dune Vegetation and Landscaping project in Chatham County, Georgia. A total of 92,087 plants were installed on five specified dune sections, from the Pier at Tybrisa Street, south to the 19th Street vehicular beach access. Planted species were beach elder (*Iva imbricata*), beach morning glory (*Ipomea imperati*), muhly grass (*Muhlenbergia capallaris*), saltmeadow cordgrass (*Spartina patens*), sea oats (*Uniola paniculata*), panicgrass (*Panicum amarum*) and switch grass (*Panicum virgatum*). Plant sizes ranged from 2-Inch to 1-Gallon.

This project was awarded one of the American Shore and Beach Preservation Association Best Restored Beaches for 2020. They write "The Tybee Island Beach and Dune Restoration Project, Tybee Island, Georgia, increased their resiliency to flooding events while enhancing the natural habitat, including federally protected sea turtle nesting sites and endangered bird species, that is so vital to the environmental and economic health of the city. It is the first time the City built dunes as an integral resiliency feature augmenting a federal beach nourishment."



REQUIRED CONTRACT PROVISIONS

TERMINATION FOR CAUSE OR CONVENIENCE; REMEDIES

This contract must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A). This requirement applies to all FEMA grant and cooperative agreement programs.

The City of Sanibel may terminate the contract at any time for breach of contractual obligations or for convenience, by providing the provider with a written notice of such cancellation. In the event of a termination for cause, the termination shall become effective on the date specified in the notice of cancellation, and the City of Sanibel shall have no continuing financial or other obligations to the Contractor from the effective date of the termination through what otherwise would have remained of the contract term. In the event of a termination for convenience, such termination shall not be earlier than 30 days from the date of such written notice, and the City shall be obligated to pay reasonable, substantiated demobilization costs but shall otherwise have no continuing financial or other obligations to the Contractor from the effective date of the termination through what otherwise would have remained for the contract term.

ACCESS TO RECORDS

The following access to records requirements apply to this contract: (1) The contractor agrees to provide the State of Florida (or any of its agencies), the City of Sanibel, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

COPELAND ANTI-KICKBACK ACT

Compliance with the Copeland "Anti-Kickback" Act.

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §

5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

The following clauses set forth in 29 C.F.R. § 5.5(b) are required, in accordance with the Contract Work Hours and Safety Standards Act:

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The City of Sanibel shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the City of Sanibel and understands and agrees that the City of Sanibel will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants' employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations; and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.
- (8) The contractor 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 contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City of Sanibel further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *provided, however*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The City of Sanibel agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City of Sanibel further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by The City of Sanibel. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Sanibel, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors 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 who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor EarthBalance Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Cristine Borowski

Signature of Contractor's Authorized Official

Cristine Borowski, Vice President of Business Management

Name and Title of Contractor's Authorized Official

October 28, 2025

Date

PROCUREMENT OF RECOVERED MATERIAL

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

The requirements include: Procuring only items designated in EPA guidelines that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000; Procuring solid waste management services in a way that maximizes energy and resource recovery; and Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."