



State of Louisiana

JOHN BEL EDWARDS
GOVERNOR

July 15, 2016

NOTICE TO PROCEED

J. Stephen Chatry, Senior Vice President
Weeks Marine, Inc.
304 Gaille Drive
Innwoods Business Park
Covington LA 70433

RE: **Bayou Bonfouca Marsh Creation Project (PO-104)**
Amount of Contract: \$16,842,116.85

Dear Mr. Chatry:

You are hereby notified to commence work on the referenced contract on or before **July 20, 2016**, and are to fully complete the work within **Three-Hundred-Sixty-Three (363)** consecutive calendar days thereafter. Your contract completion date is therefore **July 18, 2017**.

The contract provides for assessment of the sum of **\$3,130.00** per day as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Once you have obtained your Certificate of Recordation, please submit it to our office. No invoice payments will be processed without this document.

If there are any questions, in regards to this project, please contact Dean Andrus at 225-342-7295.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean Andrus", is written over a white background.

Dean Andrus

Attachments

CC: Project Support File
Project Manager

Executive Division

CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this 12 day of July, 2016, by Weeks Marine, Inc., hereinafter called the "Contractor", whose business address is 304 Gaille Drive, Innwoods Business Park, Covington, LA 70433, and the State of Louisiana Coastal Protection and Restoration Authority, herein represented by its Executive Director executing this contract, and hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:

Project No. PO-104
Project Name: Bayou Bonfouca Marsh Creation Project

in strict accordance with Contract Documents prepared by Owner.

It is recognized by the parties herein that said Contract Documents, including by way of example and not of limitation, the Plans, all Specifications (including General Provisions, Special Provisions, and Technical Specifications), any Addenda thereto, Instructions To Bidders, this Contract, Advertisement For Bids, Affidavit, Bid Form, Bonds (Bid, Performance, and Payment), any and all Submitted Post-Bid Documentation, Notice of Award, Notice to Proceed, Change Orders, Field Orders, and Claims, if any, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 363 consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of \$3,130.00 per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of Sixteen-Million-Eight-Hundred-Forty-Two-Thousand-One-Hundred-Sixteen-Dollars-and-Eighty-Five-Cents (\$16,842,116.85) which sum represents the Contract Price.

Performance and Payment Bond: To these presents personally came and intervened Anthony M. Spina, herein acting for Federal Insurance Company, a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of Sixteen-Million-Eight-Hundred-Forty-Two-Thousand-One-Hundred-Sixteen-Dollars-and-Eighty-Five-Cents (\$16,842,116.85). By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery,

equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

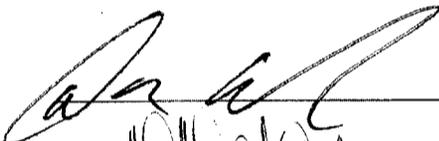
The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

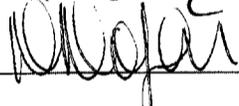
Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, sex, religion, national origin, age, or disabilities. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in SEVEN (7) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

**STATE OF LOUISIANA
COASTAL PROTECTION AND
RESTORATION AUTHORITY**

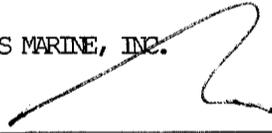




BY: 
Michael R. Ellis, Executive Director

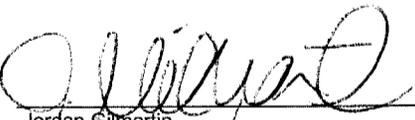


GUY GUIDRY, ASSISTANT VICE PRESIDENT

WEEKS MARINE, INC.
BY: 
J. STEPHEN CHAIRY, SENIOR VICE PRESIDENT

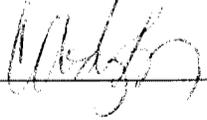


BELINDA CRAWFORD, PROCUREMENT ADMINISTRATOR



Jordan Gilmarin

SURETY: Federal Insurance Company



Cindy Li

BY: 
ATTORNEY IN FACT Anthony M. Spina

15 Mountain View Road

Warren, NJ 07059

ADDRESS

908-903-2000

TELEPHONE NUMBER

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

PROJECT NO.: PO-104
NAME: Bayou Bonfuca Marsh Creation Project
LOCATION: St. Tammany Parish, Louisiana

A F F I D A V I T

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared J. STEPHEN CHATRY representing WEEKS MARINE, INC. who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I.

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

PART II.

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

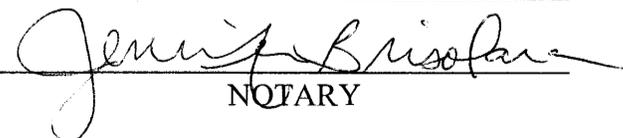
For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

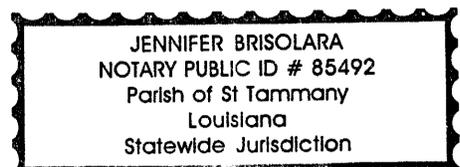


AFFIANT
J. STEPHEN CHATRY, SENIOR VICE PRESIDENT
WEEKS MARINE, INC.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 1st DAY OF July, 2016.



NOTARY



ACKNOWLEDGEMENT

NOTE: Persons signing in more than one capacity (i.e. president and as individual) must be acknowledged for each capacity.

State of New Jersey
County of Hudson }SS

On the 1st day of July 2016 Before me, Cindy Li, personally appeared Anthony M. Spina as Attorney in Fact of the Federal Insurance Company Personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CINDY LI
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2408516
My Commission Expires 5/12/2021


Notary Public (seal)

OPTIONAL

- Individual Corporate Officer Attorney-in-Fact Partner - Limited Partner - General
 Trustee Guardian or Conservator Titles(s): _____ Other: _____

State of _____
County of _____ }SS

On the _____ day of _____ 20 Before me, _____, personally appeared _____ Personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public (seal)

OPTIONAL

- Individual Corporate Officer Attorney-in-Fact Partner - Limited Partner - General
 Trustee Guardian or Conservator Titles(s): _____ Other: _____

State of _____
County of _____ }SS

On the _____ day of _____ 20 Before me, _____, personally appeared _____ Personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public (seal)

OPTIONAL

- Individual Corporate Officer Attorney-in-Fact Partner - Limited Partner - General
 Trustee Guardian or Conservator Titles(s): _____ Other: _____



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Frank P. Costa, Jordan C. Gilmartin, Kenneth C. Hegel, Jr., Cindy Li and Anthony M. Spina** of Jersey City, New Jersey

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **4th** day of **February, 2015**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY
County of Somerset

ss.

On this **4th** day of **February, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **1st** day of **July, 2016**.



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (808) 903-3493 Fax (808) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2015

(in thousands of dollars)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments.....	\$ 687,917	Outstanding Losses and Loss Expenses.....	\$ 12,174,848
United States Government, State and Municipal Bonds	9,544,097	Unearned Premiums.....	3,726,665
Other Bonds.....	4,491,238	Dividends Payable to Stockholder	1,400,000
Stocks.....	692,901	Ceded Reinsurance Premiums Payable.....	329,694
Other Invested Assets.....	<u>2,187,839</u>	Provision for Reinsurance	35,560
		Other Liabilities.....	<u>1,295,093</u>
 TOTAL INVESTMENTS	 <u>17,603,992</u>	 TOTAL LIABILITIES	 <u>18,961,860</u>
 Investments in Affiliates:			
Chubb Investment Holdings, Inc.....	3,679,770	Capital Stock.....	20,980
Pacific Indemnity Company.....	2,930,246	Paid-In Surplus.....	3,106,809
Executive Risk Indemnity Inc.....	1,267,144	Unassigned Funds	<u>10,150,916</u>
Chubb Insurance Investment Holdings Ltd....	1,020,650		
CC Canada Holdings Ltd.....	590,955		
Great Northern Insurance Company	469,230	SURPLUS TO POLICYHOLDERS.....	<u>13,278,705</u>
Chubb Insurance Company of Australia Ltd.	404,845		
Vigilant Insurance Company.....	306,232		
Chubb European Investment Holdings SLP ..	294,200		
Other Affiliates	566,480		
Premiums Receivable	1,659,749		
Other Assets	<u>1,447,072</u>		
 TOTAL ADMITTED ASSETS	 <u>\$ 32,240,565</u>	 TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	 <u>\$ 32,240,565</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
At December 31, 2015, investments with a carrying value of \$546,611,273 were deposited with government authorities as required by law.

State, County & City of New York, — ss:

Dawn M. Chloros, Assistant Secretary _____ of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2015 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2015.

Subscribed and sworn to before me
this March 11, 2016.

Jeanette Shipsey

Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros

Assistant Secretary

WEEKS MARINE, INC.

**UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OF WEEKS MARINE, INC.**

The undersigned, being all of the members of the Board of Directors of Weeks Marine, Inc., a New Jersey corporation (the "Corporation"), hereby consent, pursuant to N.J.S.A. 14A:6-7.1 of the New Jersey Business Corporation Act, to the adoption of the following resolution at the Board of Directors Meeting held on March 9, 2016:

NOW THEREFORE, be it

RESOLVED, that the following persons are, as of the date hereof, officers of Weeks Marine, Inc. in the offices set forth below:

Office:

Chairman of the Board
President & Chief Executive Officer
Executive Vice President
SVP, Treasurer, CFO & Assistant Secretary
SVP, General Counsel & Secretary
Senior Vice President
Senior Vice President & Corporate Controller
Vice President
Assistant Vice President
Assistant Vice President & Assistant Controller
Assistant Vice President

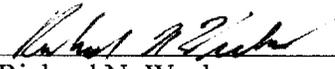
Individual

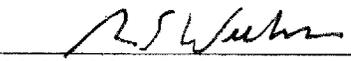
Richard N Weeks
Richard S. Weeks
Eric W. Ellefsen
Arthur P. Smeding
Patrick J. Whelan
Richard D. MacDonald
Richard A. Heltzel
Robert G. Weeks
Thomas G. Weeks
J. Stephen Chatry
Michael A. Testani
Richard P. Palmer
Christopher Hynes
David P. Hafner
Jason Marchioni
Thomas P. Boynton
Timothy J. Weckwerth
Charles R. McCaskill
Charles Broussard Jr.
Mike Stufflebeme
Guy Guidry
Elyssa K. Broderick

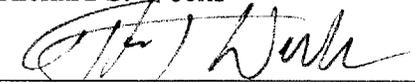
AND BE IT FURTHER RESOLVED, that such officers are hereby authorized to execute on behalf of the Company such documents and contracts as are necessary to maintain and continue the business of the Company.

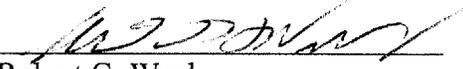
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent on the 9th day of March, 2016.

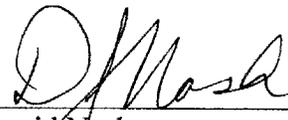
**WEEKS MARINE, INC.
DIRECTORS:**

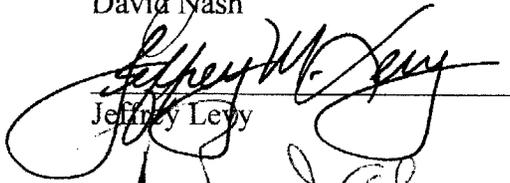

Richard N. Weeks

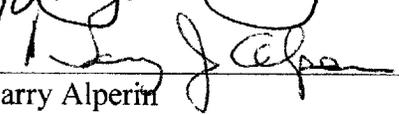

Richard S. Weeks


Thomas G. Weeks


Robert G. Weeks


David Nash


Jeffrey Lewy


Barry Alperin