

BID FORM

To: City of Key West, Florida

Address: 1300 White Street , Key West, Florida 33040

Project Title: **KEY WEST BIGHT FERRY TERMINAL
PIER EXTENSION**

Project No.: ITB #18-001

Bidder's person to contact for additional information on this Bid:

Company Name: Inland Construction and Engineering, Inc.

Contact Name & Telephone #: George M. Hobbs, Jr.

Email Address: ice@icecontractor.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents, that he has personally inspected the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver evidence of holding required licenses and certificates, and will, to the extent of his Bid,

furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within one hundred-eighty (180) calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2017) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and Under	\$763
Over \$50,000 but less than \$250,000	\$958
\$250,000 but less than \$500,000	\$1,099
\$500,000 but less than \$2,500,000	\$1,584
\$2,500,000 but less than \$5,000,000	\$2,811
\$5,000,000 but less than \$10,000,000	\$3,645

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1 , 2 , 3 , _____. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

LUMP SUM WORK ITEMS

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts.



KEY WEST HISTORIC SEAPORT
201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**KEY WEST BIGHT FERRY TERMINAL
PIER EXTENSION
(LAP AGREEMENT FM #412194-3)
ITB #18-001**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

Questions and Clarifications:

1. Is there a cost estimate or budget available for this project?

The Architects construction estimate is \$698,052

2. Is there an approximate start date for when the work will begin?

Anticipated Notice to Proceed is March/April 2018

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Inland Construction and Engineering, Inc.
Name of Business



KEY WEST HISTORIC SEAPORT
201 William Street
Key West, FL 33040

ADDENDUM NO. 2

**KEY WEST BIGHT FERRY TERMINAL
PIER EXTENSION
(LAP AGREEMENT FM #412194-3)
ITB #18-001**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

Questions and Clarifications:

1. Will Key West provide their own builders risk policy instead of the contractor supplying a policy?

No, it is the contractor's responsibility to carry builders risk policy per the General Conditions of the project documents.

2. Does the existing structure need to be covered by builders risk during construction?

No, if contractor's activities cause damage to the existing structure it would be covered under the contractor's general liability policy.

3. What is the value of the existing Ferry structure?

Per the Monroe County Property Appraisers office the building market value of the entire Ferry Terminal structure is \$1,988,088.

4. If possible, we need the fuel layout diagram, particularly the position of the existing transition sump at the seawall and the location of the current dispensers.

Existing fuel system layout and location to be field verified by contractor.

5. Where will the new dispensers be located on the extension?

Refer to the bid documents for new fuel dispenser location.


6. Can you provide the electrical drawing or position of the panel relative to the pier?

Construction plan layout for the existing electric panel location attached. Actual location to be field verified by contractor.

7. Mandatory Pre-Bid sign-in sheet attached.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Inland Construction and Engineering, Inc.

Name of Business

BID SCHEDULE

KEY WEST BIGHT FERRY TERMINAL PIER EXTENSION

LUMP SUM BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

1. Mobilization, General/Supp Conditions, Bonds and Demobilization

a.	Mobilization	1	each	\$ <u>85,000.00</u>
b.	General/Supp. Conditions	1	each	\$ <u>12,500.00</u>
c.	Performance/Payment Bonds	1	each	\$ <u>15,000.00</u>
d.	Demobilization	1	each	\$ <u>12,500.00</u>
	1	LS	(10% of Construction Cost Max.)	\$ <u>125,000.00</u>

2. Grant Requirements

1	LS	\$ <u>15,000.00</u>
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3. Permit Fees (to be paid at cost)

1	LS	\$ <u>19,000.00</u>
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4. Demolition (includes all labor, equipment and disposal for a complete product)

1	LS	\$ <u>20,000.00</u>
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5. Concrete Pier, Bents, Beams and Piles (includes all labor, equipment and material for a complete product)

1	LS	\$ <u>785,000.00</u>
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6. Wood Fender Pilings (includes all labor, equipment and material for a complete product)

1	LS	\$ <u>45,000.00</u>
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7. Dock Cleats, Pile Caps and .30mil HD Polyethylene Pile Wrap (60"width) (includes all labor, equipment and material for a complete product)

1	LS	\$ <u>15,000.00</u>
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8. ADA Ramp / Railings (includes all labor, equipment and material for a complete product)

1 LS \$ 35,000.00

9. Utility and Life Safety Equipment (includes all labor, equipment and material for a complete product)

1 LS \$ 48,000.00

10. Fuel Dispenser (includes all labor, equipment and material for a complete product)

1 LS \$ 2,122.22

11. Decorative Pole Lighting (includes all labor, equipment and material for a complete product)

1 LS \$ 22,922.72

12. Electrical Panels, Transformer and Pad (includes all labor, equipment and material for a complete product)

1 LS \$ 87,025.42

13. General Allowance (only to be used with Owner's written approval)

1 LS \$ 55,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 13 \$ 1,274,070.36

One million two hundred seventy four thousand seventy dollars Dollars & thirty six Cents
(amount written in words)

ALTERNATE BID

1. (1) Additional Fuel Dispenser w/ 1 1/2" Hose per Sheet A-3 (includes all labor, equipment and material for a complete product)

1 LS \$ 4,244.44

Four thousand two hundred forty four Dollars & forty four Cents
(amount written in words)

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

List items to be performed by Contractor's own forces and the estimated total cost of these items.
(Use additional sheets if necessary.)

Demolition	Inland Construction and Engineering, Inc
Pile Driving	Inland Construction and Engineering, Inc
Cast-in-Place Concrete	Inland Construction and Engineering, Inc
ADA Ramp	Inland Construction and Engineering, Inc
Project Management	Inland Construction and Engineering, Inc

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

N/A
Portion of Work

Name

_____, _____, _____
Street City State Zip

N/A
Portion of Work

Name

_____, _____, _____
Street City State Zip

N/A
Portion of Work

Name

_____, _____, _____
Street City State Zip

N/A
Portion of Work

Name

_____, _____, _____
Street City State Zip

SURETY

Berkley Insurance Company whose address is
475 Steamboat Road, Greenwich, CT, 06830
Street City State Zip
800-456-5486 Brown Insurance Services, LLC of Panama City, FL
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Inland Construction and Engineering, Inc.
doing business
at
309 E 11th Street, Panama City, FL, 32401
Street City State Zip
ice@icecontractor.com
email address

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Name	Title
<u>George M. Hobbs, Jr.</u>	<u>President</u>
<u></u>	<u></u>
<u></u>	<u></u>
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EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

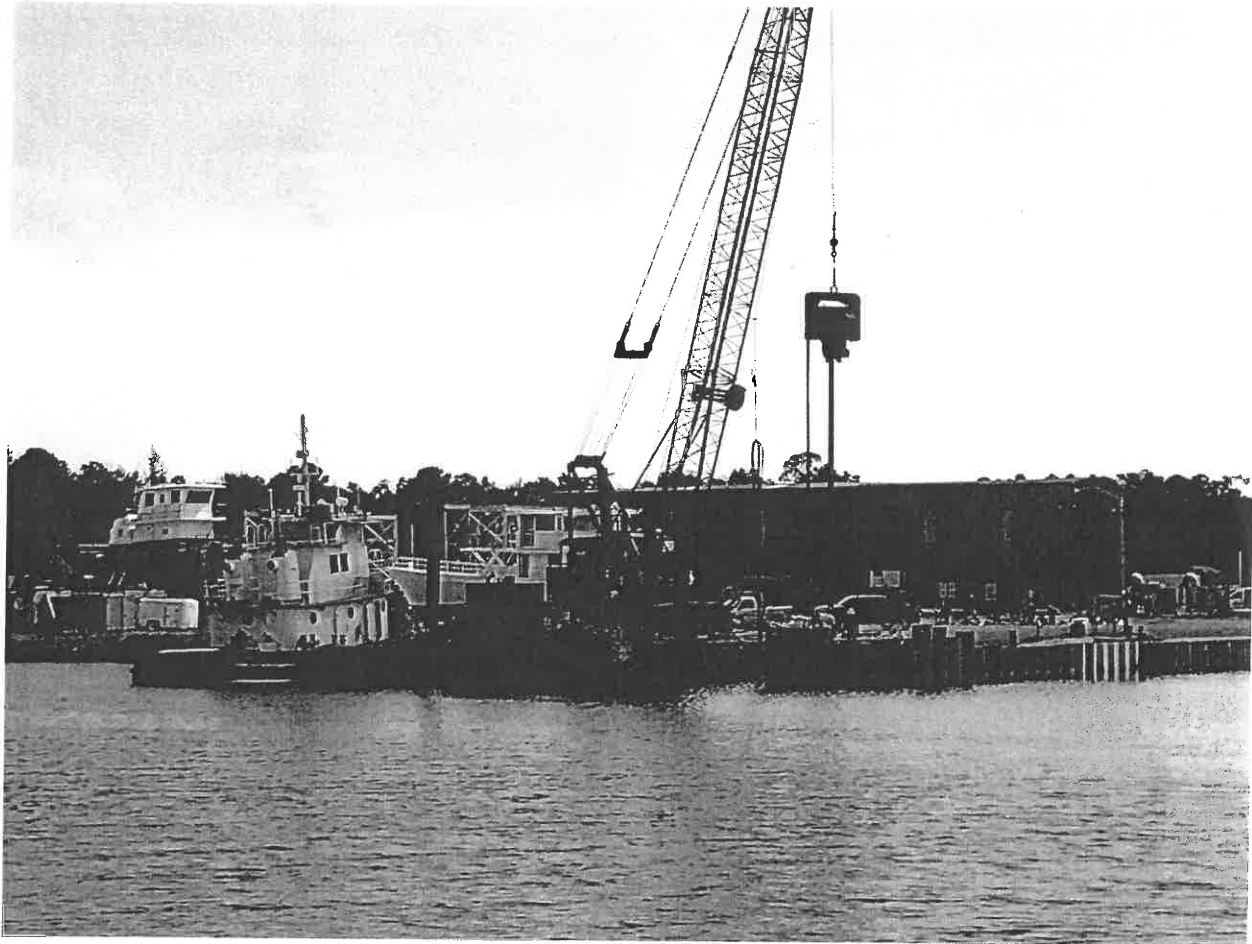
(List similar projects, with types, names of owners, construction costs, Engineers, and references with phone numbers. Use additional sheets if necessary.)

See Attached Marine Experience

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Inland Construction & Engineering, Inc.

Heavy and Marine Construction Capabilities Statement



309 East 11th Street
Panama City, Florida 32401
(850) 872-2129 Phone / (850) 872-0532 Fax
Website: icecontractor.com

North South Pier Repairs, Portsmouth VA

USCG CEU Cleveland

HSCG83-17-C-PCR003

Contract Amount: \$2,148,794.00

Performance Period: 300 days 3/17-12/17

Project included the repairs of two 40' wide by 680' Navy style piers. Cathodic protected spall repairs in excess of 3500 sf, 90 Cathodic Protection pile jackets, and 25 camel repairs.

Repair Waterfront Structures, Portsmouth VA

USCG CEU Cleveland

HSCG83-17-C-PCR002

Contract Amount: \$2,158,393.16

Performance Period: 300 days 5/17-2/18

Project Included demolition and replacement of 885' of pile cap, 200' of sheet pile concrete wall facing, blasting and coating of 8000 sf of in place sheet piles, replacement of 5 wood camels with HDPE Camels, blast coat and reinstalling of mooring bits, and fabrication/installation of 70 new HP 12x53 galvanized fenders.

Manatee Bridge Repairs, Bradenton, FL

FDOT District 1

E1P56

Contract Amount: \$1,109,997.18

Performance Period: 180 days

Project includes spall repairs, pile cap replacement and repairs, cathodic protection pile jackets, crack injection and application of 16,200 sf of two part epoxy and aggregate overlay system on bridge deck.

Design Build Canal Bank Erosion Control North Phase 2

NAVFAC Southeast

N40085-15-C-5003

Contract Amount: \$2,045,926.25

Performance Period: 200 days 5/12/16-11/27/16

Project included the design and installation of a slope protection system in a high tidal flow zone canal bank utilizing multiple approaches including rip rap, strata web, coir fiber matting, marsh grasses and sodding. This was an environmentally sensitive area with wetlands. The work involved minimizing wetland impacts and utilizing natural slope protection.

Design Build Drainage USCG Mobile

United States Coast Guard-CEU Miami

HSCG82-15-J-PMV169

Contract Amount: \$761,270.41

Performance Period: 600 9/10/15-5/1/17

POC: Ada Hoggard, USCG Civil Engineering Unit – Miami, 305-278-6724

Project Included survey and evaluate the overall 100 acre drainage plan to design new out fall system. Installation of culvert piping with excessive cuts requiring shoring, dewatering and pumping. Demolition & replacement of culverts, drain inlets including wharf pavements.

Bridge Repairs Charlotte & Lee County, Florida

Florida Department of Transportation District One (Prime Contractor)

Contract No: E1047

Contract Amount: \$2,080,080.05

Performance Period: 160 Days (2/10/2016 – 8/1/2016)

POC: Megan Croft, Contracts Specialist (863) 519-2559

Project work includes installation of cathodic protection pile jacket systems, epoxy crack injection, cast-in-place concrete, rip rap installation, repair and replace existing timber fender systems and pilings, pile cap demolition and repairs.

Design/Build Shipping Channel Range Lights, Matagorda, Texas

US Coast Guard Civil Engineering Unit – Miami (Prime Contractor)

Contract No: HSCG82-10-D-PMVA36 / Task Order No. HSCG82-16-J-PMV034

Contract Amount: \$786,868

Performance Period: 180 Days (10/29/2015 – 4/28/2016)

POC: Ada Hoggard, Contracting Officer, 305-278-6729

Remove and replace existing Aids to Navigation (ATON) structures. Design, fabricate and install two new ATON structures at Matagorda Ship Channel and Colorado River West Jetty Entrance. Driven Pipe Pile, Cast in place concrete, Metal Fabrication & Coatings, Solar Panels and Electrical installation

Center Wharf Pile and Deck Repairs Military Ocean Terminal Sunny Point (MOTSU), North Carolina

US Army Corps of Engineers Wilmington District (Prime Contractor)

Contract No: W912PM-14-C-0014

Contract Amount: \$3,741,696

Performance Period: 540 Days (9/8/14 – 7/8/2016)

POC: Dennis Lynch Administrative Contracting Officer, USACE, 910-251-4642

Work included underwater video inspection of existing piling conditions. Install 600 new fiberglass pile jackets with cathodic protection and anticorrosion anodes, install concrete grout. Perform select concrete deck spall repairs on topside, pile caps, and under pier decking. Work performed at the Military Ocean Terminal Sunny Point (MOTSU), Brunswick County, North Carolina. This is our second award in same location.

Sunshine Skyway Fishing Pier at St. Petersburg, Florida

Florida Department of Transportation (Prime Contractor)

Contract No: E7K13

Contract Amount: \$5,076,079.79

Performance Period: 455 Days (2/9/2015 – 5/10/2016)

POC: Jonathan Gill, Project Administrator (727) 512-5204

Perform concrete spall repairs on pile caps, beams, underdeck, topside, concrete railings and cathodic protection pile jackets on 110 concrete piles. Zinc metalizing for concrete beams and pile caps, replace 1,400 linear feet of expansion joint and concrete guard rail replacement.

Heritage Trail Span Replacements over Kemp Channel, Monroe County, Florida

Florida Department of Environmental Protection/Gulf Group, Inc. (Subcontractor)

Contract No: CN157

Contract Amount: \$1,643,000

Performance Period: 320 Days (4/14/2015 – 1/14/2016)

POC: Kyle Bordelon, Project Manager (850) 785-0592

Demolition of concrete bridge abutments and install new concrete abutments, two 31' reinforced concrete pedestrian bridges, one 93' span structural steel pedestrian bridge, 1800' new FDOT aluminum hand railings, infill panels, milling and repaving of asphalt bridge decking and new lighting.

Waterfront Repairs Savannah, Georgia

Axeon Specialty Products, LLC (Prime Contractor)

Purchase Order No: 4501400739

Contract Amount: \$775,000

Performance Period: 270 Days (11/4/2015 – 8/3/2016)

POC: Wil Burley, Project Manager (856) 284-6273

Repair steel sheet pile bulkhead penetrations, install 73 new cathodic protection anodes, fabricate and install 3 new access wall ladders, replace timber wales and hardware, clean and coat 5,000 square feet of bulkhead wall, install timber mooring dolphins, repair spalled concrete wharf deck and install shoreline protection rip rap.

Bridge Repairs over Boca Chica – Monroe County, Florida

Florida Department of Transportation District 6, Miami Operations (Prime Contractor)

Contract No: T6368

Contract Amount: \$619,196.95

Performance Period: 9/24/2014 – 3/10/2015

POC: Jacki Hart, 954-775-6949

Bridge repairs to include 26 Structural Cathodic Protection Pile Jackets, substructure and superstructure bridge repairs, crack injection, methacrylate deck sealer, class V finish and striping.

Jack Island Preserve Bridge Repairs

Florida Department of Environmental Protection

Contract No. CN-168 (Prime Contractor)

Contract Amount: \$439,439.00

Performance Period: 180 Days (7/22/14 – 1/17/14)

POC: Patrick Vicknair, PM 772-267-0409

Replace bridge decking on 360' bridge, cathodic protection pile jackets, FDOT Hand railing, Spall Repairs

Ponce Inlet Jetty Light, Daytona Beach, Florida

US Coast Guard Civil Engineering Unit, Miami (Prime Contractor)
Contract No: HSCG82-14-B-PMV097 (Prime Contractor)
Contract Amount: \$335,723.00
Performance Period: 120 Days (5/6/14 – 10/2/2014)
POC: Sandra Thibodeau, Contracting Officer, 305-278-6731

Install new aides to navigation structure on the ponce inlet jetty structure. Tugboat, Barge and Crane work installation of Cast in Place ATON Structure with fabricated steel super structure.

Install Impressed Current Cathodic Protection Systems – Gulf Intracoastal Waterway, Texas

US Army Corps of Engineers District, Galveston (Prime Contractor)
Contract No: W9126G-13-C-0072
Contract Amount: \$1,172,000.00
Performance Period: 150 Days (10/29/2013 – 3/27/2014)
POC: Scott Bertram, Contract Specialist, 409-766-3940

Remove existing failed ICCP. Install new impressed current cathodic protection (ICCP) system, tubular anodes on existing lock control structures, install new electrical service. Work included underwater welding, demolition, and topside fabrication

Remove & Replace Bridge Fender System – Manatee County, Florida

Florida Department of Transportation District 1, Sarasota Operations (Prime Contractor)
Contract No: E1L10
Contract Amount: \$1,963,030.00
Performance Period: 3/22/2013 – 5/20/2014)
POC: Ella Rice, Contract Specialist, 863-519-2567

Bridge repairs to include removal and replacement of bridge fender systems, clearance gauges and navigational lighting on SR93 (I-75). Bridge fender system includes installation of new plastic marine lumber reinforced and non-reinforced, installation of polymeric pilings and underwater debris removal.

Design/Build Acoustic Test Facility Pier – US Naval Support Activity Panama City, Florida

US Department of the Navy & ACT, Inc. (Subcontractor)
Contract No: N69450-13-C-6084 Subcontract No: 13-189-01
Contract Amount: 1,161,500.00
Performance Period: 270 Days (03/23/13 – 12/23/2013)
POC: Teresa Gelormini, Project Manager, 850-932-9775

Demolition of existing metal building, concrete pier and pilings. Dredging for new pier construction, drive in place 12 pre-stressed concrete pilings (18"x60'), install pre-stressed concrete beams, deck panels and pour in place 5" pier covering. Erect new pre-engineered metal building, hoist track system, sheet pilings for foundation stabilization and new acoustic test linear by divers.

Santa Rosa SR-87 Bridge Repair – Santa Rosa County, Florida

Florida Department of Transportation District 3, Milton Operations (Prime Contractor)
Contract No: E3K82
Contract Amount: \$733,090.55
Performance Period: 6/3/2013 – 11/29/2013

POC: Jack Harrison, 850-981-2738

Bridge repairs to include 35 Structural Cathodic Protection Pile Jackets.

Posten Bayou SR 368 Bridge Repair – Bay County, Florida

Florida Department of Transportation District 3, Panama City Operations (Prime Contractor)

Contract No: E3K81

Contract Amount: \$358,865.18

Performance Period: 3/28/2013 – 7/25/2013

POC: Sarah Perkins, 850-596-5264

Bridge repairs to include 13 Non-Structural Cathodic Protection Pile Jackets, substructure and superstructure bridge repairs, crack injection, methacrylate monomer deck sealer, expansion joint replacement, class V finish and striping.

SR 528 over St. Johns River Bridge – Brevard County, Florida

Florida Department of Transportation District 5, Brevard Operations (Prime Contractor)

Contract No: E5R91

Contract Amount: \$310,650.44

Performance Period: 6/4/2013 – 1/13/14

POC: Robert Martens 321-634-6097

Bridge repairs to include 98 Pile Jackets.

Rehabilitate Five Offshore ATON Structures – St. Joseph's Bay, Florida

US Coast Guard Civil Engineering Unit, Miami (Prime Contractor)

Contract No: HSCG82-12-J-PMV359 RMACC ID/IQ Task Order (Prime Contractor)

Contract Amount: \$524,649.82

Performance Period: 165 Days (12/17/2012 – 6/21/2013)

POC: Sandra Thibodeau, Contracting Officer, 305-278-6731

Rehab five ATON structures to include superstructure, landings, ladders, railings and navigation equipment. Install fiberglass pipe pile jackets and epoxy grout for all five structures.

Design/Build Pier Victor Repairs – US Naval Base Guantanamo Bay, Cuba

US Department of the Navy & TolTest, Inc. (Subcontractor)

Contract No: N69450-08-D-1283, Task Order #0008, Subcontract No: P005925

Contract Amount: \$3,715,000.00

Performance Period: 410 Days (11/1/2011 – 4/1/2013)

POC: Nick Nemire, Project Manager, 419-794-3556

Perform dive inspection of affected areas of deterioration; develop scope of work, plans and specifications. Install steel sheet pile replacement and encapsulation, install fiberglass pile jackets on concrete pilings, perform concrete piling spall repairs, concrete deck repairs on topside, under deck, and curbing. Install new 4" PVC water supply under pier with new gate valves, expansion couplers and backflow preventers, remove and replace timber fenders and timber dolphin pilings. Pour in place concrete bulkhead wall at pier abutment. Clean and paint all mooring hardware (cleats, bits & bollards) and remove deteriorated paint and repaint pier topside curbs.

J & N Pile and Deck Repairs Military Ocean Terminal Sunny Point (MOTSU), North Carolina

US Army Corps of Engineers Wilmington District (Prime Contractor)

Contract No: W912PM-11-C-0008

Contract Amount: \$11,519,585.30

Performance Period: 910 Days (10/1/2011 – 8/5/2014)

POC: Paul Sadowski, Administrative Contracting Officer, USACE, 910-251-4464

Work included underwater video inspection of existing piling conditions. Demolish 1700 existing concrete pile jackets and remove debris. Install 1955 new fiberglass pile jackets with cathodic protection and anticorrosion anodes, install cementitious concrete grout. Perform select concrete deck spall repairs on topside, pile caps, and under pier decking. Work performed at the Military Ocean Terminal Sunny Point (MOTSU), Brunswick County, North Carolina. Inland received a contract modification \$1,237,947.00 to add additional pilings and pile caps for repairs with pile jackets.

North/South Pier Power USCG Station Portsmouth, Virginia

US Coast Guard Civil Engineering Unit – Cleveland (Prime Contractor)

Contract No: HSCG83-11-C-PCT236

Contract Amount: \$1,706,136.32

Performance Period: 156 Days (10/1/2011 – 6/15/2012)

POC: Verona Wolfe, Contracting Officer, USCG CEU Cleveland, 216-902-6265

Remove existing failed power transforms and cabling. Install three new transformers, run new electrical conduit and cabling in concrete pier. Work performed at US Coast Guard Station Portsmouth, Virginia. A contract modification was added to install additional electrical duct bank and electrical repairs on the south pier.

Waterfront Repairs at USCG Sector Atlantic Beach, North Carolina

US Coast Guard Civil Engineering Unit – Cleveland (Prime Contractor)

Contract No: HSCG83-11-C-PCU094

Contract Amount: \$994,727.41

Performance Period: 180 Days (7/14/2011 - 1/14/2011)

POC: Verona Wolfe, Contracting Officer, USCG CEU Cleveland, 206-902-6265

Major items of work include Area A: Install rip rap bank and shore protection to stabilize retaining wall and fill in sinkholes. Area B: replace six dock fenders, repairs to dock equipment, repair concrete dock curb, repair compressed air service, provide new receptacles for welding equipment, provide bollards at electrical shore ties, and replace the boat haul out timber fender system. Area C: repair water main leak by replacing existing 4" service pipe with new service pipe and fittings. Modification issued to remove and replace a fifteen timber pile dolphin cluster.

Construct Floating Dock & Boat Ramp USCG Station Freeport, Texas

US Coast Guard Civil Engineering Unit – Miami (Prime Contractor)

Contract No: HSCG82-10-D-PMVA36/Task Order: HSCG82-11-J-PMV140

Contract Amount: \$231,457.00

Performance Period: 120 Days (7/11/2011 – 11/08/2011)

POC: Lesia Moyer, Contracting Officer, USCG CEU Miami, 305-278-6725

Construct new 40' floating dock secured by two 14" concrete pre-stressed pilings, install aluminum access gangway, extend concrete boat ramp with pre-cast concrete slabs supported by two new driven in place 14" concrete pre-stressed pilings and concrete pile cap at Coast Guard Station Freeport, Texas.

Pascagoula Channel "A" Range Front Light Demolition USCG Sector Mobile, Alabama

US Coast Guard Civil Engineering Unit – Miami (Prime Contractor)

Contract No: HSCG82-11-C-PMV147

Contract Amount: \$94,106.75

Performance Period: 13 Days (5/25/2011 – 6/8/2011) Completed 6/6/2011

POC: Odalys McGee, Contracting Officer, USCG CEU Miami, 305-278-6727

Mobilize marine barge and 250 ton crane to Greenwood Island, Mississippi and demolish existing steel pipe navigational range light "A" and dispose of.

Construct B-Stand Liquid Hydrogen (LH) Barge Dock Restoration Phase 1

NASA John C. Stennis Space Center, Mississippi (Prime Contractor)

Contract No: NNS11AA48C

Contract Amount: \$423,255.83

Performance Period: 170 Days (5/8/2011 – 11/17/2011) **Completed 8/8/2011**

POC: Dale Sewell, NASA COTR, 228-688-2642

Perform structural restoration of selected steel H-piles supporting the B-Stand Liquid Hydrogen Barge Dock. Clean pilings of marine growth, install fiberglass pile jackets, and install two part epoxy grout for pile encapsulation for twenty one steel H-piles. Field modification issued to install structural bolts, nuts & washers to each piling to allow grout to adhere to piles. *Project completed three months ahead of schedule.*

Dredge Vessel Moorings & Boat Basin USCG Sector Mobile, Alabama

US Coast Guard Civil Engineering Unit – Miami (Prime Contractor)

Contract No: HSCG82-10-C-PMVA69

Contract Amount: \$1,059,174.00

Performance Period: 120 Days (10/18/2010 – 2/16/2011)

POC: Ada Hoggard, USCG Civil Engineering Unit – Miami, 305-278-6724

Perform pre-hydrographic survey of planned dredge area, perform mechanical dredging of approximately 9,000 cubic yards of material, mix with 10% fly ash, transport to landfill for disposal. Conduct a post-hydrographic survey for verification of dredge material removed.

Homeporting Fast Response Cutters (FRC) USCG Base Support Unit Miami Beach, Florida

US Coast Guard Facilities Design & Construction Center Atlantic (Subcontractor)

Contract No: DTG47-02-D-3EFK11, Task Order No: HSCG47-10-J-A11054

Subcontract No: 12542-054-INLAND-2279-JS

Contract Amount: \$1,282,282.00

Performance Period: 270 Days (7/26/2010 – 6/25/2011)

POC: Jay Graven, Tesoro Tetra Tech, 757-518-8491

Remove and replace existing Coast Guard cutter mooring bollards, foam filled fenders, concrete pavements, pile caps, and cleats. Install forty eight (48) auger cast pilings 14" diameter to support twelve (12) new cutter mooring bollards, install 34 foam filled fenders. Work is schedule in five phases to accommodate delivery of new fast response cutters by the US Coast Guard.

Regional Multiple Award Construction Contract (RMACC – District 8)

US Coast Guard Civil Engineering Unit – Oakland/Miami (Prime Contractor)

Contract No: HSCG88-09-R-623066

Contract Amount: \$70 Million Total Order Limit

Performance Period: 1 Year Base, 6 Years Option

POC: Odalys McGee, USCG Civil Engineering Unit – Miami, 305-278-6727

Indefinite Delivery/Indefinite Quantity (ID/IQ) to perform standard construction, design/build, performance-based construction, design-bid-build contracts for general construction, marine construction, demolition, and historical restoration, construction, repairs, and alterations for the Department of Homeland Security (DHS) in Coast Guard District Eight.

Breakwater Replacement – Belhaven, North Carolina

US Army Engineer District Wilmington, North Carolina (Prime Contractor)

Contract No: W912HN-10-C-0001

Contract Amount: \$2,991,075.87

Performance Period: 375 Days (2/10/2010 – 3/14/2011) **Completed 1/5/2011**

POC: Dennis Lynch, Administrative Contracting Officer, (910) 251-4642

Mobilize marine barge, crane, and pile driving equipment to Belhaven, North Carolina to perform existing timber breakwaters demolition and disposal. Drive in place 74,000 linear feet of new permanent timber piling and 115,000 board feet of new timber breakwater and demobilize. Inland submitted a Value Engineering Change Proposal (VECP) for installing timber piles using a variation in method, VECP was accepted providing a cost savings in excess of \$24,000 to the Government. Inland was awarded a Certificate of Merit for Zero Lost Time Accidents by the US Army Corps of Engineers Wilmington District. Inland was issued a contract modification to install an additional 100 wall feet of breakwater at each location extending closer to the shoreline.

Construct New ANT Pier USCG Station Corpus Christi, Texas

US Coast Guard Civil Engineering Unit – Miami (Prime Contractor)

Contract No: HSCG82-09-C-3WCA20

Contract Amount: \$741,736.00

Performance Period: 180 Days (7/27/2009 – 1/27/2009) **Completed 11/30/2009**

POC: Ada Hoggard, USCG Civil Engineering Unit – Miami (305) 278-6728

Demolish existing cutter pier, construct new ANT Pier by driving thirty four (34) concrete piles (14"x14"x65') and forty six (46) wood fender piles and timber dolphins, setting wood stringers, and placing wood decking. Demolish and replace pier approaches, install pier hardware, install new electrical service to pier. *Completed this project two months ahead of schedule.*

Design/Build Mud Island Front & Rear Range Lights USCG ANT Philadelphia, Pennsylvania

US Coast Guard Civil Engineering Unit – Cleveland (Prime Contractor)

Contract No: HSCG83-09-C-3WQ053

Contract Amount: \$815,667.02

Performance Period: 120 Days (4/22/2009 – 8/22/2009)

POC: Laurie Walker, USCG Civil Engineering Unit – Cleveland (216) 902-6110

Redesign new range light tower, build new three steel pipe pile support range light, boat landing, tower, deck, grating, derrick and solar panel. Fabricate, deliver, and erect second range light tower at Fort Mifflin in the Delaware River. *Redesign provided a cost savings to the USCG in excess of \$300,000.*

Construct Covered Moorings USCG Station Freeport, Texas

US Coast Guard Civil Engineering Unit – Miami (Prime Contractor)

Contract No: HSCG82-08-C-3WCA31

Contract Amount: \$800,670.00

Performance Period: 270 Days (8/15/2008 – 5/29/2009)

POC: Sherry Dague, USCG Civil Engineering Unit – Miami (305) 278-6721

Install new concrete floating dock. Drove concrete pilings to support floating dock. Breakout and replace concrete slab on grades for fuel farm, and support buildings. Erect three new pre-engineered metal buildings with one over water for housing Coast Guard Cutters. Pour in place new concrete duct bank for electrical upgrades.

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Bid

KNOW ALL MEN BY THESE PRESENTS, that Inland Construction and Engineering, Inc.

hereinafter called the PRINCIPAL, and Berkley Insurance Company

a corporation duly organized under the laws of the State of Delaware

having its principal place of business at 475 Steamboat Road, Greenwich, CT 06830

in the State of CT,
and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

City Of Key West

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of 5% of Total Bid

DOLLARS (\$

) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Key West Bight Ferry Terminal Pier Extension, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #18-001

KEY WEST BIGHT FERRY TERMINAL

PIER EXTENSION

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.


NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 13th day of December, 2017.

By 
PRINCIPAL G Michael Hobbs, Jr., President

Berkley Insurance Company

SURETY

By 
Attorney-In-Fact Jo M Chonko

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Michael W. Brown or Jo M. Chonko of Brown Insurance Services, LLC of Panama City, FL** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of April, 2016.

Attest:

(Seal)

By

Ira S. Lederman
 Senior Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
 Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 27th day of April, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
 NOTARY PUBLIC
 MY COMMISSION EXPIRES
 APRIL 30, 2019

Maria C. Rundbaken
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13th day of December, 2017.

(Seal)

Andrew M. Furna

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Bay)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

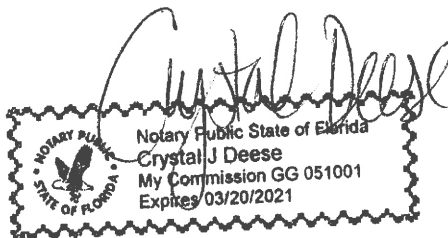
By: George M. Hobbs, Jr.

Sworn and subscribed before me this 22nd day of December 2017.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

3-20-2021



* * * * *

**SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for the City of Key West

2. This sworn statement is submitted by Inland Construction and Engineering, Inc.
(name of entity submitting sworn statement)
whose business address is 309 E 11th Street, Panama City, FL 32401

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3273147

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement _____)
3. My name is George M. Hobbs, Jr.
(please print name of individual signing)
and my relationship to the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


(signature)

22 December 2017
(date)

STATE OF Florida

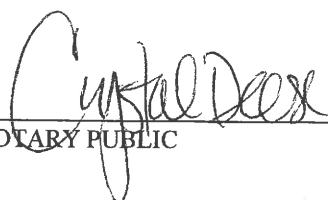
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

George M. Hobbs, Jr. who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 22nd day of December, 20 17.

My commission expires: 3.20.2017


NOTARY PUBLIC

INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.


The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

Additionally, to the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

CONTRACTOR: Inland Construction and Engineering, Inc.
309 E 11th Street, Panama City, FL 32401
Address

SEAL:


Signature

George M. Hobbs, Jr.
Print Name

President
Title

DATE: 22 December 2017

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Bay)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

Inland Construction and Engineering, Inc.

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

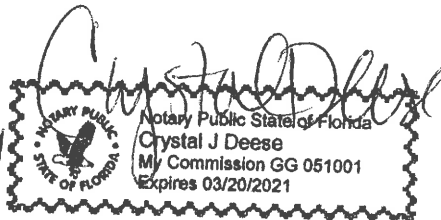
By: George M. Hobbs, Jr.

Sworn and subscribed before me this 22nd day of December 20 17.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

3-20-2021



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Bay)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Inland Construction and Engineering, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

George M. Hobbs, Jr.

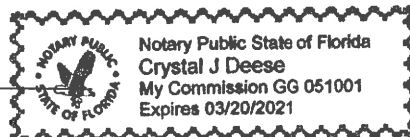
Sworn and subscribed before me this

22nd day of December 2017.

Crystal Deese

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 3-20-21



PROHIBITED INTERESTS FORM AND NOTICE

George M.

I Hobbs, Jr. President certify that neither Inland Construction and Engineering, Inc.
(Printed Name) (Title) (Company Name)

nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, The City of Key West, with prior approval of the Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer or employee of the Agency or of the locality during this tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a government agency.



Signature

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR § 29**

575-060-13
RIGHT OF WAY
05/01
Page 1 of 3

ITEM/SEGMENT NO.: _____
F.A.P. NO.: 412194-3
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, George M. Hobbs, Jr., hereby declare that I am
(NAME)
President of Inland Construction and Engineering, Inc.
(TITLE) (FIRM)
of 309 E 11th Street, Panama City, FL 32401
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ____ day of _____ 20__.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 22nd day of December 2017.

(SEAL)

Inland Construction and Engineering, Inc.
Name of Corporation

By George M. Hobbs, Jr. 

Title President

Attest 
Secretary

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: George M. Hobbs, Jr.
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: Crystal Reese

Executed on this 22 day of December, 2017

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PROGRAM MANAGEMENT
12/09
Page 1 of 2

CONFIDENTIAL

For bids to be received on 27 December 2017
(Letting Date)

Fill in your FDOT Vendor Number

VF 59-3273147

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ 4,326,339

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 22nd day
of December, 2017

Inland Construction and Engineering, Inc.

NAME OF FIRM

By: George M. Hobbs, Jr.
President

Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontract; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5		6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU		AS SUBCONTRACTOR
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
See Attached						
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS		\$0.00	\$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)			

STATUS OF CONTRACTS ON HAND

Give full information about *all* of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
TYPE OF WORK	FDOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT <i>(Column 3 minus column 4)</i>	UNCOMPLETED AMOUNT FROM COLUMN 5 TO BE DONE BY APPLICANT	
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
			Column 5 Subtotal:	-		-
TYPE OF WORK	OTHER (Non-FDOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT <i>(Column 3 minus column 4)</i>	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT <i>(Breakdown of Column 5)</i>	
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
				-		-
				-		-
Marine Construction	Pier Repairs, US Coast Guard, Portsmouth, VA	\$1,888,980.00		-		-
Marine Construction	Waterfront Structure Repairs, US Coast Guard, Portsmouth, VA	\$2,168,984.00	-	1,888,980	280,000	-
Marine Construction	Design/Build Matagorda Range Lights, US Coast Guard, Matagorda, TX	\$786,800.00	-	2,168,984	375,000	-
Marine Construction	Misc. Wharf Repairs, USACE, Military Ocean Terminal Sunny Point, NC	1,961,638		786,800	12,000	-
Marine Construction	LCU Ramp Repairs, USACE, Military Ocean Terminal Sunny Point, NC	1,035,178		1,961,638	1,961,638	-
				1,035,178	1,035,178	-
				-		-
				-		-
				-		-
Roofing	USPS Terra Haute, IN	1,311,900		1,311,900	130,121	-
				-		-
Roofing	Goose Creek Nuclear Training Facility, US Navy, Charleston, SC	1,300,000		1,300,000	372,000	-
Roofing	Roof MSO & Industrial Bldgs, US Coast Guard Charleston, SC	733,814		733,814	122,670	-
Roofing	USCG Corpus Christi Storm Repairs	377,318		377,318	37,732	-
				-		-
			Column 5 Subtotal:	11,584,612	4,326,339	-
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU		4,326,339	-

BID OPPORTUNITY LIST

Please complete and submit in a separate envelope than your proposal

MetroPlan Orlando
315 E Robinson St, Ste 355
Orlando, FL 32801-1949
Email: RFP@metroplanorlando.com
Telephone: (407) 481-5672 x310
Fax: (407) 481-5680

 **COPY**

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos. 1, 2, 3 and 4 and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

Prime Contractor/Consultant: Inland Construction and Engineering, Inc.

Address: 309 E 11th Street, Panama City, FL 32401

Phone: 850-872-2129

Federal Tax ID Number: 59-3273147

Bid/Proposal Number: ITB #18-001

Quote Submitted MM/YY: 12/17

DBE Designation: Non-DBE

Annual Gross Receipts: \$12,786,447

Year Firm Established 10/7/1994

Sub Contractor/Consultant: _____

Address: _____

Phone: _____

Federal Tax ID Number: _____

DBE Designation: Non-DBE

Annual Gross Receipts: _____

Sub Type: Subconsultant

Year Firm Established: _____

Sub Contractor/Consultant: _____

Address: _____

Phone: _____

Federal Tax ID Number: _____

DBE Designation: Non-DBE

Annual Gross Receipts: _____

Sub Type: Subconsultant

Year Firm Established: _____

Sub Contractor/Consultant: _____

Address: _____

Phone: _____

Federal Tax ID Number: _____

DBE Designation: Non-DBE

Annual Gross Receipts: _____

Sub Type: Subconsultant

Year Firm Established: _____

BID OPPORTUNITY LIST

Page 2 for Inland Construction and Engineering, Inc.
Bid/Proposal# ITB #18-001

Sub Contractor/Consultant: _____
Address: _____
Phone: _____ Federal Tax ID Number: _____
DBE Designation: Annual Gross Receipts:
Sub Type: Year Firm Established: _____

Sub Contractor/Consultant: _____
Address: _____
Phone: _____ Federal Tax ID Number: _____
DBE Designation: Annual Gross Receipts:
Sub Type: Year Firm Established: _____

Sub Contractor/Consultant: _____
Address: _____
Phone: _____ Federal Tax ID Number: _____
DBE Designation: Annual Gross Receipts:
Sub Type: Year Firm Established: _____

Sub Contractor/Consultant: _____
Address: _____
Phone: _____ Federal Tax ID Number: _____
DBE Designation: Annual Gross Receipts:
Sub Type: Year Firm Established: _____

Sub Contractor/Consultant: _____
Address: _____
Phone: _____ Federal Tax ID Number: _____
DBE Designation: Annual Gross Receipts:
Sub Type: Year Firm Established: _____

Sub Contractor/Consultant: _____
Address: _____
Phone: _____ Federal Tax ID Number: _____
DBE Designation: Annual Gross Receipts:
Sub Type: Year Firm Established: _____



Shipment Receipt

Address Information

Ship to:

Select or enter

METROPLAN ORLANDO

315 E ROBINSON ST., STE. 355

ORLANDO, FL

32801

US

4074815672

Ship from:

Crystal Deese

Inland Construction &
Equipmen

309 E 11th Street

Panama City, FL

32401

US

8508722129

Shipment Information:

Tracking no.: 771064534818

Ship date: 12/21/2017

Estimated shipping charges: 18.94 USD

Package Information

Pricing option: FedEx Standard Rate

Service type: Priority Overnight

Package type: FedEx Envelope

Number of packages: 1

Total weight: 0.50 LBS

Declared Value: 0.00 USD

Special Services:

Pickup/Drop-off: pickup confirmation number:PFNA90

Billing Information:

Bill transportation to: Inland-643

Your reference: ITB#18-001 KEY WEST BIGHT FERR

P.O. no.:

Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

ORIGIN ID: PFNA (850) 872-2129
CRYSTAL DEESE
INLAND CONSTRUCTION & EQUIPMEN
309 E 11TH STREET
PANAMA CITY FL 32401
UNITED STATES US

SHIP DATE: 21DEC17
ACTWGT: 0.50 LB
CAD: 5050090INLET3920

BILL SENDER

TO

METROPOLAN ORLANDO
315 E ROBINSON ST., STE. 355

ORLANDO FL 32801

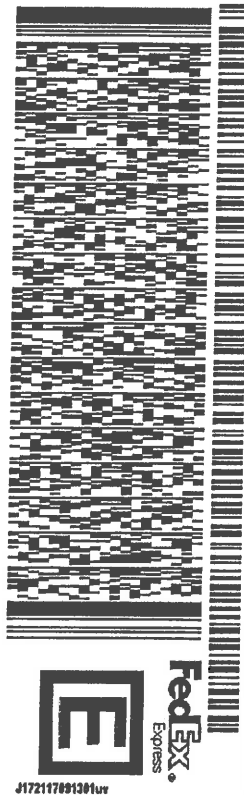
(407) 481-5672

REF: TR#18-001 KEYWEST BIGHT FERR

PO:

DEPT:

549J11574C/104C

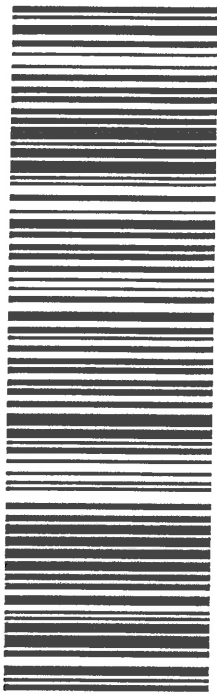


TRK# 7710 6453 4818
0201

FRI - 22 DEC 10:30A
PRIORITY OVERNIGHT

XH ORLA

32801
FL-US MCO



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



KEY WEST HISTORIC SEAPORT
201 William Street
Key West, FL 33040

ADDENDUM NO. 3

**KEY WEST BIGHT FERRY TERMINAL
PIER EXTENSION
(LAP AGREEMENT FM #412194-3)
ITB #18-001**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

1. The Bid date has been extended to:

December 27, 2017 @ 3:30pm. If you have already submitted your bid acknowledgement of this addendum is still required. All bids received prior to new bid opening will be held, unopened, by the City Clerk.

All other elements of the Contract and Bid documents shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 3** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

A handwritten signature in black ink, appearing to be "M" or "R", is written over a horizontal line.

Inland Construction and Engineering, Inc.
Name of Business

The Bidder agrees that the lump sums represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

* * * * *