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December 19, 2018

City of Key West
Office of the City Clerk
1300 White Street
Key West, Florida 33040

Corporate Office:
5751 Miami Lakes Drive
Miami Lakes, FL 33014
Telephone: (305) 374-8300
Fax: (305) 374-9004

Project Office:
6810 Front Street
Key West, FL 33040
Telephone: (305) 481-9480

Subject: Response to Invitation to Bid (ITB) #19-003, Smathers and Rest Beach Cleaning Contract, Monroe County, Key West, Florida

To Whom It May Concern:

EE&G Construction & Electrical, LLC (EE&G) is pleased to present **one (1) original and two (2) flash drives** each with one single PDF file of our entire bid response to the City of Key West (City). EE&G is submitting this bid as a Joint Venture (JV) with Safe Harbor Industries, LLC (SHI). A JV Authorization Form follows this cover letter. Enclosed within the tabbed Section "Bidding Requirements, Section 4" please find the executed bid forms and Bid Security as required by this ITB. We look forward to the opportunity to continue to provide Professional Beach Cleaning Services to the City, for Smathers and Rest Beaches in Monroe County, Key West, Florida.

Since September 2005, EE&G has been an integral part under a contract with the City to provide beach cleaning services at Smathers and Rest Beaches, and is providing similar services at Higgs Beach under contract with Monroe County. We are equally in tune and clearly understand the full scope of work involved and know how best to continue to assist the City in successfully delivering this project on schedule and within budget.

EE&G is familiar and maintains all necessary professional licenses, permits and approvals to comply with all federal, state and local laws, ordinances, rules, and regulations affecting performance of the work to be performed. Please find in Appendix B proof of stated licensing, including a current copy of our insurance certificate demonstrating our ability to continue to provide the requirements of this ITB.

EE&G maintains an office in Stock Island, and has been very active with contracts with the City, Monroe County Public Works Department, and the Monroe County School Board. We employ Monroe County residents to provide these services.

The EE&G Team is excited about this opportunity and confident that our successful experience with these types of contracts uniquely qualifies us to continue to provide the highest quality services to the City. Please feel free to contact me at 305-374-8300 / cbailey@eeandg.com if you require additional information.

Sincerely,



Carolyn Bailey
Manager/Vice President

JOINT VENTURE, ASSIGNMENT AND SUBCONTRACTOR AGREEMENT

This Joint Venture, Assignment and Subcontractor Agreement ("Agreement") is entered into on this 30th day of November 2018, by and between EE&G Construction & Electrical, LLC its successor and/or assigns ("EE&G"), and Safe Harbor Industries, Inc., its successor and/or assigns ("SHI"), sometimes collectively referred to herein as the "Parties", for bidding on and performing the City of Key West ("City") Smathers and Rest Beach Cleaning Services, Invitation to Bid #19-003.

RECITALS

WHEREAS, EE&G Environmental Services, LLC ("EE&G Environmental") currently is under contract with the City to perform the City of Key West Smathers and Rest Beach Cleaning Services Contract dated December 20, 2013 (2013 Beach Cleaning Contract) and has subcontracted with SHI, and Hugh Spinney to perform, conduct, and supervise the day to day operations of cleaning and maintaining the City of Key West's Smathers and Rest Beach under the 2013 Beach Cleaning Contract; and

WHEREAS, EE&G Environmental no longer wishes to pursue the beach cleaning business after completion of the 2013 Beach Cleaning Contract terminates which should occur prior to the end of the calendar year 2018; and

WHEREAS, EE&G Construction & Electrical, LLC ("EE&G") shall be EE&G Environmental's successor in interest for purposes of bidding on and performing beach cleaning and similar type services; and

WHEREAS, City has issued an Invitation to Bid ("ITB") for the City's Smathers and Rest Beach Cleaning Services ("Beach Cleaning"); and

WHEREAS, EE&G has reviewed the ITB for the City's Beach Cleaning and has elected to bid on the City's Beach Cleaning, and if successful in being awarded the bid, EE&G has agreed to subcontract the day to day operations to SHI to perform the day to day operations under the supervision of EE&G; and

WHEREAS, City Code Section 2-798 provides that the City is required to give preference in awarding contracts in certain instances to local businesses and joint ventures which consist of a local and non-local business; and

WHEREAS, SHI qualifies as a local business pursuant to City Code Section 2-798 and EE&G and SHI would qualify as a Joint Venture if the Parties agreed to bid the Beach Cleaning as a joint venture; and

WHEREAS, the Parties have agreed to form a joint venture for purposes of bidding on the City's Beach Cleaning in order to obtain the most advantageous position against potential non-local businesses.

NOW THEREFORE, in consideration of the mutual promises and consideration contained herein, the Parties agree as follows:

TERMS

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **JOINT VENTURE AGREEMENT.**
 - a. The Parties agree to form a joint venture for the sole and exclusive purpose of bidding on the City's beach cleaning services.
 - b. The Parties agree that neither party may bind the other party except for the limited purpose of procuring and being awarded the beach cleaning contract.
 - c. The Parties agree that the Joint Venture shall not control the Parties relationship for performance under the Beach Cleaning contract which relationship shall be governed by Paragraph 4.
 - d. The Parties agree that the joint venture shall terminate immediately upon assignment of the Beach Cleaning contract to EE&G, or in the case that the Parties are not awarded the Beach Cleaning contract, immediately upon the acceptance of the Beach Cleaning contract by another entity.
 - e. SHI agrees that it shall continue to qualify as a local business pursuant to City Code Section 2-798.
3. **ASSIGNMENT.** The Parties agree that the joint venture contemplated under paragraphed 2 shall immediately assign the Beach Cleaning contract to EE&G upon award of the Beach Cleaning contract to the joint venture.
4. **SUBCONTRACTING OF SHI.** EE&G agrees to subcontract the day to day operations of the Beach Cleaning to SHI. The parties agree to enter into a more detailed subcontractor agreement upon being awarded the Beach Cleaning by City.
5. **CONFIDENTIALITY.** The terms of this Agreement shall remain confidential and this Agreement's terms hereof shall not be disclosed to anyone except (i) as may be necessary to the Parties' respective attorneys, accountants, spouses, or agents, or (ii) to enforce the terms of this Agreement. In the event any of the Parties to this Agreement may be called upon to disclose the terms of this Agreement by subpoena, then before producing this Agreement or disclosing its contents by way of testimony,

the party receiving or being served such a subpoena shall, within five (5) days of receipt or service, provide a copy of the subpoena along with written notice to the other party to this Agreement of receipt and notifying the other party of the subpoena of its intent to not object to said subpoena, and provide a minimum of ten (10) days (or such notice as may be reasonable under the circumstances) to allow the other party an opportunity to seek an appropriate order preventing or limiting disclosure of this Agreement.

- a. The Parties further agree that this confidentiality provision is enforceable by way of injunctive relief prohibiting the disclosure of any term of this Agreement and all Parties hereby consent to the entry of an injunction prohibiting disclosure of this Agreement to anyone other than Parties hereto.

6. **INTERPRETATION.** The Parties hereto each represent and warrant to each other that (i) they have had sufficient time to review this Agreement and consult with counsel of their choice, (ii) they have received such advice as they deem necessary as to their legal rights under, and the validity and enforceability of, this Agreement, and (iii) they fully understand the content and legal effect of this Agreement. Moreover, the principle of construing a document most strictly against its drafter shall not apply with respect to the interpretation of this Agreement rather the interpretation of this Agreement shall be given the broadest effect possible to protect the Purpose of this Agreement.
7. **ENTIRE AGREEMENT.** This Agreement (including any exhibits attached hereto) constitutes the entire agreement and contract between the Parties hereto pertaining to the subject matter hereof. This Agreement supersedes all prior or contemporaneous agreements, representations or negotiations between the Parties hereto, and cannot be modified or amended except in writing executed by each of the Parties.
8. **SEVERABILITY.** In the event that any one or more of the provisions of this Agreement is held void, voidable, invalid, illegal, or unenforceable for any reason, then said provision shall be deemed to be severed and removed from this Agreement and the remainder of this Agreement shall remain in full force and effect as if said provision had never been contained herein.
9. **GOVERNING LAW.** This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Florida, without regard to conflict-of-law rules. The Parties expressly agree that any dispute arising in connection with this Agreement shall be filed in the Circuit Court of the Sixteenth Judicial Circuit in and for Monroe County, Florida, and each party hereby consents to

jurisdiction in said Court and waives any objections it may have to that Court's exercise of personal jurisdiction over them.


10. **ATTORNEYS' FEES.** In the event that any of the Parties brings any litigation involving or arising out of this Agreement, then the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including appellate fees.
11. **AUTHORITY TO EXECUTE.** Each individual signing this Agreement on behalf of any person or entity expressly represents and warrants that he or she has the right, legal capacity, and full authority to execute this Agreement.
12. **BINDING EFFECT AND COOPERATION.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns. The Parties hereby agree to cooperate in executing any further documentation that might be necessary to effectuate this Agreement.
13. **PARAGRAPH HEADINGS.** Headings used in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.
14. **COUNTERPARTS.** This Agreement may be executed in counterparts, including by facsimile, all of which together shall constitute one and the same instrument.

[The Remainder of this Page is Intentionally Left Blank. Signature Pages to Follow]

JOINT VENTURE AUTHORIZATION

This Joint Venture Authorization is entered into on this ____ day of November, 2018, by and between EE&G Construction & Electrical, LLC ("EE&G") and Safe Harbor Industries, Inc. ("Safe Harbor"). The Parties hereto authorize EE&G to execute any and all bid documents on behalf of the Joint Venture for the City of Key West Smathers and Rest Beach Cleaning Services, City of Key West Invitation to Bid #19-003.


EE&G CONSTRUCTION & ELECTRICAL, LLC


Donald Schambach, President

STATE OF FLORIDA
COUNTY OF MONROE

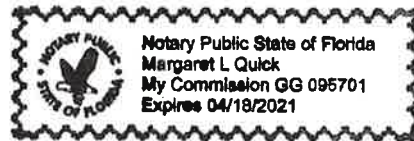
BEFORE ME, the undersigned, personally appeared Donald Schambach, who is personally known to me.

SWORN TO AND SUBSCRIBED before me this 30 day of November, 2018.

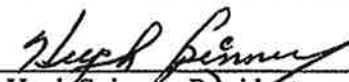

Signature

(seal)

Margaret L Quick
Print Name



SAFE HARBOR INDUSTRIES, INC.


Hugh Spinney, President

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned, personally appeared Hugh Spinney, who is personally known to me or who produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this 30 day of November, 2018.


Signature

(seal)

Kathleen L McFadden
Print Name



PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB # 19-003 SMATHERS & REST BEACH CLEANING, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on Wednesday, December 19, 2018 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled "Bidding Requirements" and "Contract Forms". Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "ITB #19-003 BID FOR "SMATHERS & REST BEACH CLEANING" addressed and delivered to the City Clerk at the address noted above.

The project consists of providing all materials, equipment and labor necessary to clean Smathers Beach daily for three (3) years and Rest Beach fifty-two (52) times a year for 3 years with an option to extend for two (2) years at the unit prices stated in the Bid plus Consumer Price Index (CPI) increases. Cleaning consists of seaweed sifting and removal using a Cherrington 5450 Beach Cleaner and a Barber 600 HD beach rake with tractor, or equal, and other specified equipment. Debris, trash, and litter removal from all areas of the beaches as described in this Invitation to Bid is also included.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A Mandatory Pre - Bid meeting will be held on November 28, 2018 at 10:00 a.m. at the Smathers Beach Restrooms, 2018 South Roosevelt Boulevard , Key West, Florida

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of

Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to Marcus Davila, Director of Community Services, at madavila@cityofkeywest-fl.gov. Responses will be by way of Addendum.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the CITY Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The CITY may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CITY. The CITY may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the CITY.

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the COMMUNITY SERVICES DIRECTOR, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand Star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the COMMUNITY SERVICES DIRECTOR, prior to bid opening, any information that he may have

as to subsurface conditions and surface topography at the worksite.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Bid for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member

of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in beach cleaning and related work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State of Florida. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

Anti-Kickback Affidavit
Public Entity Crimes Form
Indemnification Form
City of Key West Business License Tax Receipt
Local Vendors Form
Domestic Partnership Affidavit
Cone of Silence Affidavit
Non-collusion Affidavit
Bidders' Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state

sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders

whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred & twenty (120) days after the opening of Bids.

The CITY reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the TOTAL LUMP SUM BASE BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract, in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Bid.

The term of this contract will be three (3) years with an option for one two (2) year extension.

NOTE TO BIDDER: Use preferably BLACK ink for completing this BID form.

BID FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: SMATHERS & REST BEACH CLEANING
ITB 19-003

Bidder's contact person for additional information on this BID:

Company Name: EE&G Construction & Electrical, LLC
Contact Name & Telephone #: Carolyn Bailey, Vice President, 305-374-8300 X2107
Email Address: CBailey@eeandg.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 for the construction of the project, that he has personally inspected the site, 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 Bid.

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 to the Owner 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 further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 3 years after the date of the Notice to Proceed with an option to extend for two (2) years at the unit prices stated in the Proposal plus Consumer Price Index (CPI) increases

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail 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 at the rate of \$500.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2,
 , , , , , , , , ,
(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

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. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

LUMP SUM BID PRICE ITEMS

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

The Bidder further agrees that the unit prices represent a true measure of the 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 a discrepancy, the amount shown in words shall govern.



THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

SMATHERS & REST BEACH CLEANING CONTRACT / ITB 19-003

December 9, 2018

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

Pre-Bid Request for Information:

1. In regard to Page 1, Paragraph 3, terms of contract; Please confirm the 5% for the bid bond only applies to the 3-year total.

Bid Bond shall be in the amount of five (5) percent of the TOTAL LUMP SUM BASE BID.

2. Does the City wish to have the cost of the Performance and Payment bonds included in the lump sum bid? The RFP states that the forms are not to be modified in anyway.

Yes, include the cost of the Performance & Payment bonds in the TOTAL LUMP SUM BASE BID.

3. As part of the Bidders Checklist, #11. It appears that we are to include ONLY Part 1 Bidding Requirements (all page from ITB) which include completed/signed forms, and ONLY Part 2 Contract Forms. Correct? Are Part 2, Forms to be executed and signed within this section as part of the bid process? Or is this done upon award to the selected contractor? This Is not clear given Article 14.

Please submit Part 1 Bidding Requirements pages 1-28 and Part 2 Contract Forms pages 30-35. Contract forms will be executed upon award.

4. Can the City confirm what was represented at the pre-bid; that the cleaning of the eastern groin at Smathers Beach and the Rest Beach cleaning can be performed after 10:00am, the morning deadline to complete all beach cleaning?

Yes, the cleaning beyond the eastern groin of Smathers Beach and Rest Beach can be performed after 10:00 a.m.

5. The work in the contract is defined in this ITB, can you further define the Cities needs of page 12, "List items to be performed by CONTRACTORS....".

Page 12 should read: "List items to be performed by CONTRACTOR'S own forces and the estimated total cost of these items."

6. Is a ticket required from disposal?

The CONTRACTOR will need to provide a seaweed disposal plan, depending on how the seaweed is processed the CITY may require tickets to be provided.

7. The Contract says Rest beach is to be cleaned 52 times a year, is this correct or is it 7 days a week?

The contract is correct Rest beach will be cleaned 52 times during the year.

8. Will a tax receipt be required?

Yes. A tax receipt for general services is required.

9. Can the equipment be subbed?

Yes.

10. What is the current years contract amount?

\$868,030 Calculation attached

11. Can we have access to the weekly reports?

Attached

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


Signature

EE+G CONSTRUCTION + ELECTRICAL, LLC

Name of Business



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 2

SMATHERS & REST BEACH CLEANING CONTRACT / ITB 19-003

December 12, 2018

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

Pre-Bid Request for Information:

1. Will the ADA ramp and trash of Rest Beach needed to be cleaned daily, or, will the ADA ramp and trash only be cleaned at the same time Rest Beach is to be cleaned, i.e. 52 times during the year?

52 times a year for the ADA ramp and trash also.

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


Signature

EE+G CONSTRUCTION + ELECTRICAL, LLC
Name of Business

BID FORM

YEARLY BEACH CLEANING LUMP SUM BASE BID:

(Includes all permitting, equipment, material & labor)

Clean Smathers beach, in conformance with specifications and contract documents, once per day for three (3) years, and dispose of material properly at a Florida Department of Environmental Protection licensed disposal site.

If work is not performed for any reason the daily cost of cleaning will be deducted from the contract amount and it will be determined by dividing the 1-year lump sum by 365.

A. SMATHERS BEACH

LUMP SUM

1.) Year 1

Eight Hundred Ten Thousand, Two Hundred and Five Dollars -----	\$ 810,205.00
(Amount Written in Words has Precedence)	(Figure)

2.) Year 2

Eight Hundred Twenty-Six Thousand, Four Hundred and Nine Dollars -----	\$ 826,409.00
(Amount Written in Words has Precedence)	(Figure)

3.) Year 3

Eight Hundred Forty-Two Thousand, Nine Hundred and Thirty-Seven Dollars -----	\$ 842,937.00
(Amount Written in Words has Precedence)	(Figure)

Subtotal (Add Items A.1. thru A.3.)

Two Million Four Hundred Seventy-Nine, Five Hundred and Fifty-Two Dollars -----	\$ 2,479,552.00
(Amount Written in Words has Precedence)	(Figure)

Clean Rest beach, in conformance with specifications and contract documents, fifty-two (52) times per year for three (3) years and dispose of material properly at a Florida Department of Environmental Protection licensed disposal site.

B.) REST BEACH

LUMP SUM

1.) Year 1

Fifty-Eight Thousand Six Hundred and Thirty Dollars -----	\$ 58,630.00
(Amount Written in Words has Precedence)	(Figure)

2.) Year 2

Fifty-Nine Thousand Eight Hundred and Three Dollars -----	\$ 59,803.00
(Amount Written in Words has Precedence)	(Figure)

3.) Year 3

Sixty-Thousand Nine Hundred and Ninety-Nine Dollars -----	\$ 60,999.00
(Amount Written in Words has Precedence)	(Figure)

Subtotal (Add Items B.1. thru B.3.)

One Hundred Seventy-Nine Thousand, Four Hundred and Thirty Two Dollars---	\$179,432.00
(Amount Written in Words has Precedence)	(Figure)

TOTAL LUMP SUM BASE BID: Total of Smathers (Items A) & Rest (Items B)

(Includes all permitting, equipment, material & labor)

LUMP SUM \$ 2,658,984.00-----

Two Million, Six Hundred Fifty-Eight Thousand, Nine Hundred and Eighty-Four Dollars & No ----- Cents
(amount written in words)

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

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

Loader / Operator	\$140.00 Hr
Beach Cleaner / Operator	\$150.00 Hr
Track Skid Loader / Operator	\$105.00 Hr
Labor	\$48.00 Hr
Dozer / Operator	\$140.00 Hr

SUBCONTRACTORS

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

Safe Harbor Industries, Inc.

Name

6810 Front Street (Office), Key West, FL, 33040
Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

SURETY

_____ whose address is

Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

EE&G Construction & Electrical, LLC doing business at
5751 Miami Lakes Drive (Corporate Office), Miami Lakes FL 33014
Street City State Zip

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

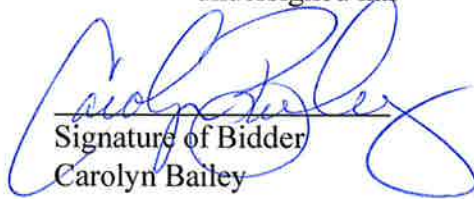
The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Donald Schambach, CJC, President	_____
Carolyn Bailey, Vice President	_____
Adrian Woods, CGC, Vice President	_____
Hugh Spinney, President of Safe Harbor Industries, Inc.	_____
_____	_____

Florida Limited Liability Company (LLC)

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 17th day of December 2018.


Signature of Bidder
Carolyn Bailey

Title Vice President

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 N/A day of N/A 2018.

(SEAL)

N/A
Name of Corporation

By N/A
Title N/A
Attest N/A
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

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

Please see the attached. Section 3, Experience-References.

[illegible]

FLORIDA BID BOND

BOND NO. ZAX13553

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that EE&G CONSTRUCTION & ELECTRICAL LLC

hereinafter called the PRINCIPAL, and AXIS INSURANCE COMPANY

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

having its principal place of business at 300 CONNELL DR, STE 8000- BERKELEY HEIGHTS

in the State of NEW JERSEY

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

CITY OF KEY WEST

hereinafter called the OBLIGEE, in the sum of FIVE PERCENT OF THE BID AMOUNT
DOLLARS (\$ TBD) 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 for

ITB # 19-003 / SMATHERS & REST BEACH CLEANING said Bid, 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 Bid and the detailed Specifications, entitled:

ITB 19-003 / SMATHERS & REST BEACH CLEANING

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 five (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 14TH day of DECEMBER, 2018.

PRINCIPAL

By 

AXIS INSURANCE COMPANY

SURETY

By 

STATE OF Florida)
COUNTY OF Miami-Dade) SS

POWER OF ATTORNEY

2AXI 3553
AXIN-6998

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

William A. Ballay, Dana M. Kuber, Michael J. Friedrich, Maria A. Gonzalez, and Anne M. Barber of Bridgeview, IL

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on July 12, 2013:

RESOLVED, that any Vice President, Surety, acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact to make, execute, seal and deliver for and on behalf of the Company, as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf, subject to the terms and conditions of the subject Brokerage Agreements.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 25th day of January, 2018.

Attested and Certified
AXIS Insurance Company

By: 

[Seal]

Printed Name: Andrew M. Weissert

Title: Senior Vice President

STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company to me known to be the individual and officer described herein, who acknowledged that they being duly authorized signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.


Notary Public



CERTIFICATION

I, Richard Zarandona, Vice President, Surety & Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney dated January 25, 2018 on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Vice President, Surety of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 14 day of Dec, 2018.

By: 

[Seal]

Printed Name: Richard Zarandona

Title: Vice President, Surety

Bonding and Insurance Specialists Agency, Inc.

**13841 Southwest Highway
Orland Park, IL 60462-1354**

Phone: (708) 598-5355 Fax: (708) 598-6686

BID BOND RESULTS

Contractor Name :	EE&G Holdings LLC	Accounting ID:	4975
Bond Number:	ZAX13553	Bond Amount:	
Obligee/Project Owner:	City of Key West		
Project Description	beach cleaning of Rest & Smathers beaches		

Please fill in the firm name and the three lowest bid prices:

Low Bid:	Firm: _____	Price: _____
Second Lowest:	Firm: _____	Price: _____
Third Lowest:	Firm: _____	Price: _____

General Comments on the Project:

Please provide bid results as soon as they become available. Bid spreads of more than 15% should/must be accompanied by a letter explaining why your big price will be profitable for your firm. Very large spreads may be subject to collateral or professional review; the cost of this review will be the responsibility of the contractor.

Please Fax or Mail immediately to the above address

Dated: _____

By: _____

Title: _____

ANTI – KICKBACK AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Miami-Dade)

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: Carolyn Bailey, Vice President



Sworn and subscribed before me this 17th day of December, 2018.



Name: Barbara Maldonado

NOTARY PUBLIC, State of Florida at Large

Number FF216776

My Commission Expires: July 24, 2019



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 Bid for _____
Smathers & Rest Beach Cleaning Contract, ITB 19-003

2. This sworn statement is submitted by EE&G Construction & Electrical, LLC
(Name of entity submitting sworn statement)
whose business address is 5751 Miami Lakes Drive, Miami Lakes, FL 33014

and (if applicable) its Federal Employer Identification Number (FEIN) is 86-1106610

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement _____)
3. My name is Carolyn Bailey,
(Please print name of individual signing)
and my relationship to the entity named above is Vice 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 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
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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).

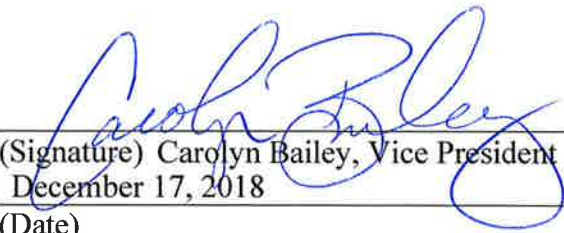
 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to 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) Carolyn Bailey, Vice President
December 17, 2018

(Date)

STATE OF Florida

COUNTY OF Miami-Dade

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Carolyn Bailey who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 17th day of December, 2018.

My commission expires: July 24, 2019

Name: Barbara Maldonado

Number: FF216776

NOTARY PUBLIC

INDEMNIFICATION

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.

CONTRACTOR: EE&G Construction & Electrical, LLC

SEAL:

5751 Miami Lakes Drive, Miami Lakes, FL 33014

Address

Signature



Carolyn Bailey

Print Name

Vice President

Title

DATE: December 17, 2018



LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for Bids.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Joint Venture of
EE&G Construction & Electrical, LLC
Business Name Safe Harbor Industries, Inc. Phone: 305-481-9480

Current Local Address: 6810 Front Street, Key West, FL 33040 Fax: N/A
(P.O Box numbers may not be used to establish status)

Length of time at this address: 20 years

[Signature] Date: December 17, 2018
Signature of Authorized Representative Hugh Spinney

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 17th day of December, 2018.

By Hugh Spinney, of Safe Harbor Industries, Inc.
(Name of officer or agent, title of officer or agent) (Name of Corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Return Completed form with
Supporting documents to:
City of Key West Purchasing




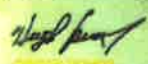
[Signature]
Signature of Notary

Barbara Maldonado / #FF216776
Print, Type or Stamp Name of Notary

Notary
Title or Rank

Florida *The Sunshine State*
DRIVER LICENSE CLASS E
S150-330-44-176-0

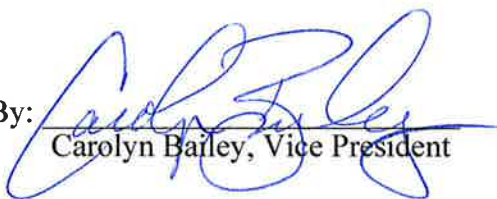

**HUGH JAMES
SPINNEY**
6810 FRNT ST SLIP 42
KEY WEST, FL 33040-6054
DOB: 05-16-1944 SEX: M
ISSUED: 04-09-2012 HGT: 5-08
EXPIRES: 05-16-2020
REST: A
ENDORSE


SAFE DRIVER **MOTORCYCLE ALSO**
operation of a motor vehicle constitutes consent to any sobriety test required by law.

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Miami-Dade)

I, the undersigned hereby duly sworn, depose and say that the firm of EE&G Construction & Electrical, LLC provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 
Carolyn Bailey, Vice President

Sworn and subscribed before me this

17th Day of December, 2018.


Barbara Maldonado

NOTARY PUBLIC, State of Florida at Large


My Commission Expires: July 24, 2019 / #FF216776




CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Miami -Dade)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of EE&G Construction & Electrical, LLC have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.


Carolyn Bailey, Vice President
Sworn and subscribed before me this

17th Day of December, 2018.


Barbara Maldonado / #FF216776

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: July 24, 2019



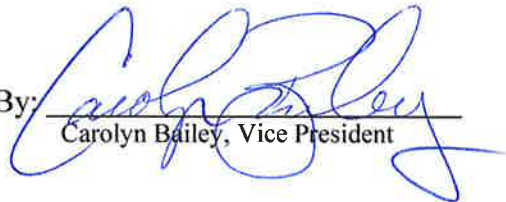
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

:

SS COUNTY OF ~~MONROE~~)
Miami-Dade

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

By: 
Carolyn Bailey, Vice President

Sworn and subscribed before me this

____ 17th ____ day of ____ December ____, 2019.

Barbara Maldonado 

NOTARY PUBLIC, State of Florida at Large

Number: FF216776

My Commission Expires: ____ July 24, 2019 ____



BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

- | | | |
|-----|--|-------|
| 1. | All Contract Documents thoroughly read and understood. | [x] |
| 2. | All blank spaces in Bid filled in, using black ink. | [x] |
| 3. | Total and unit prices added correctly and attached Schedule of Values | [x] |
| 4. | Addenda acknowledged. | [x] |
| 5. | Subcontractors are named as indicated in the Bid. | [x] |
| 6. | Experience record included. | [x] |
| 7. | Bid signed by authorized officer. | [x] |
| 8. | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. | [x] |
| 9. | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. | [x] |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [x] |
| 11. | BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. | [x] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [x] |



SECTION 1. INTRODUCTION

EE&G Construction & Electrical, LLC (EE&G) is a multi-disciplinary environmental, engineering and consulting firm. EE&G is submitting this bid as a Joint Venture (JV) with Safe Harbor Industries, Inc. As a result, our JV Team meets the requirements as a Local Business Enterprise of the City of Key West (City) Ordinance No. 09-22. We commit to provide an unrivaled level of service to the City. SHI's principle address is located on Stock Island and all of its employees reside within 30 miles of the City of Key West boundaries.

EE&G was established in 2004, but the management and staff of EE&G have provided environmental engineering and contracting services for the past 25 years under Evans Environmental & Geological Science & Management, LLC (Evans). Now celebrating over 30 years of service, EE&G has been an integral component under contract with the City of Key West providing Beach Cleaning Services at Smathers and Rest Beach's since September 2005, and is entering into its 13th year of its beach cleaning contract with the County of Monroe for Higgs Beach.

We also draw from over 30 years of experience to provide our clients with quality service and technical knowledge in hazardous waste management and remediation, asbestos, lead-based paint, industrial hygiene and indoor air quality, environmental audits, compliance audits, property acquisition/cleanup, resource recovery / recycling services, and emergency / disaster response.

Our environmental service staff includes engineers, scientists, geologists, Certified Industrial Hygienists, and support professionals. From this diverse pool of experts, we assemble highly focused teams possessing the knowledge, experience, and resources to be *your advocate* and resolve your most complex environmental issues.

Relevant Experience and Qualifications

EE&G believes that we exceed all of the qualifications and experience criteria necessary to be selected for this contract for the following primary reasons:

- EE&G has been under contract with Monroe County providing Beach Cleaning Services, Maintenance and Beautification at Higgs Beach since September 2005, and cleaning Smathers and Rest Beaches under a contract with the City of Key West.
- EE&G management and staff have over 30 years of experience providing environmental consulting, engineering and construction services, including debris removal, and are familiar with federal, state, and local laws, ordinances, rules and regulations affecting the performance of debris removal work.
- EE&G has been involved in nearly every major disaster in the last 30 years. EE&G's experience in debris management began in our backyard in 1992 when Hurricane Andrew tore through Southern Dade County. It was with the Hurricane Andrew response that EE&G became recognized as a leader in disaster response management.

Since that time, EE&G was the prime contractor for FEMA reimbursed work performed for St. Lucie County Schools after Hurricanes Frances and Jeanne in 2004/2005 where they managed the selective demolition and rebuilding of 2,000,000 square feet of water damaged schools. Currently, post Hurricane Irma, Maria, and Harvey, EE&G continues to perform response for restoration and rehabilitation services as follows:

- La Siesta Islamorada Keys, Emergency Response from Hurricane Irma
- Sheltering and Temporary Essential Power (STEP) Program, various locations throughout Puerto Rico, Post Hurricane Maria and IRMA.
- FEMA Blue Roof in Puerto Rico for thousands of homes.
- Restore Louisiana Homeowners Assistance Program in Baton Rouge from Hurricane Harvey



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- EE&G was a disaster relief contractor responsible for the construction and environmental management of debris and disposal activities during the aftermath of Hurricane Andrew, Hurricane Fran, Hurricane Floyd, and after Hurricane Charley.
- EE&G is a financially stable firm with excellent bonding capabilities. When we start a contract, we finish it and are invited back.
- EE&G maintains the following professional licenses/permits applicable to this contract with the Florida Department of Professional Regulation, and the Florida Department of Environmental Protection:
 - State of Florida Registration: #L04000039405
 - City of Key West Business Tax Receipt: #0023110
 - Monroe County Business Tax Receipt: #30140-99793
 - Certified General Contractor License: #CGC1515204
 - FL Professional Engineer: #26378
 - FL Professional Geology License: GB2461
 - Engineering Business License: CA. No: 228201502923
 - Beach Cleaning Permit (Smathers & Rest Beachs) – Monroe County: 8035201
 - Trash Yard Recycling Permit (Smathers & Rest Beach's): WACS #00095165
- EE&G owns the necessary equipment to provide beach cleaning services.
- EE&G maintains the following insurance coverage, and is committed to continue this coverage during the life of this project.
 - Auto Liability \$1,000,000 Combined Single Limit
 - General Liability \$2,000,000 Aggregate (Per Project)
 - \$2,000,000 Products Aggregate
 - \$1,000,000 Any One Occurrence
 - \$1,000,000 Personal Injury
 - \$ 300,000 Fire Damage/Legal
 - Additional Umbrella Liability \$2,000,000 Occurrence / Aggregate

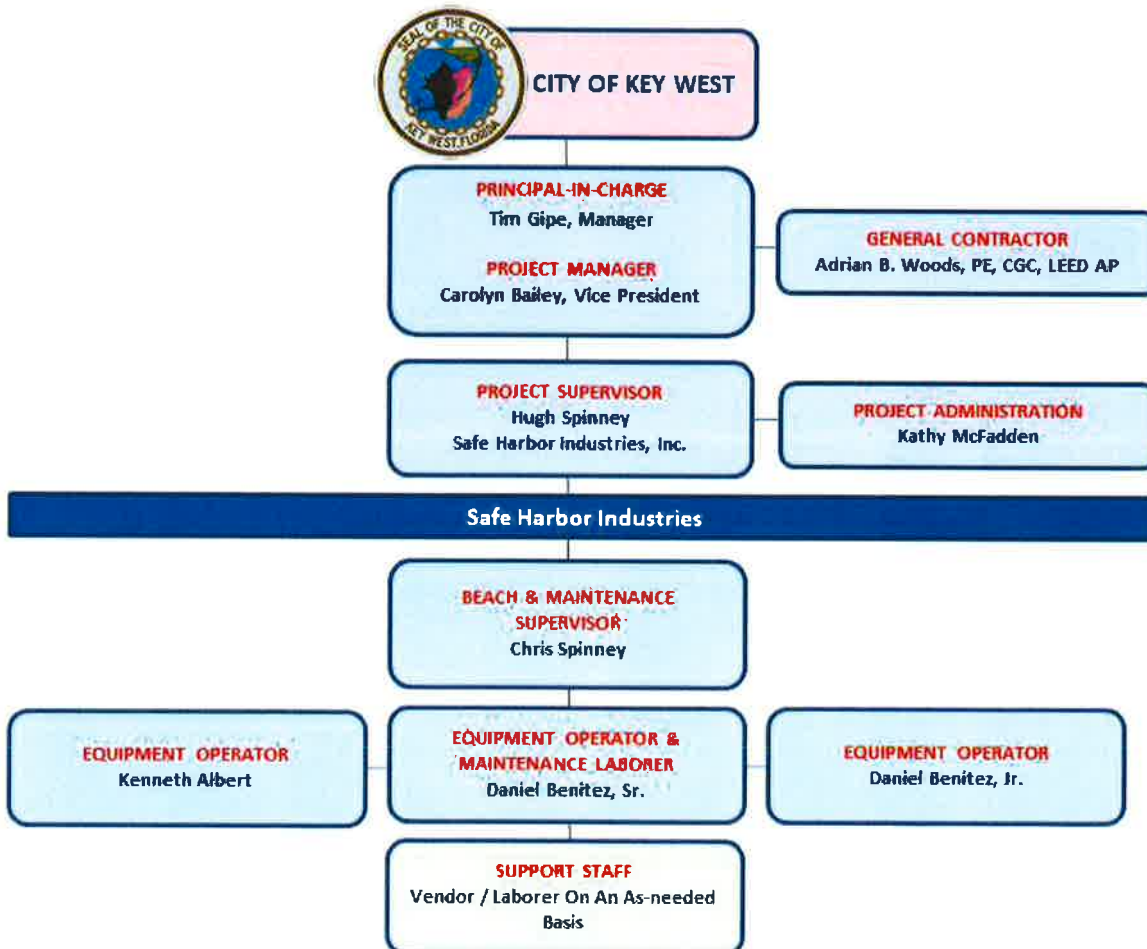


SECTION 2. TEAM OVERVIEW

EE&G is excited about the opportunity to continue to serve the City of Key West (City). Below is our team overview—and organizational chart depicting our core staff and their roles they will be performing and responsible for in the actual production and completion of the work. EE&G has integrated by way of a joint venture, the technical expertise of Safe Harbor Industries, Inc. (SHI) who will be supporting the Beach Cleaning efforts including sand cleaning and seaweed disposal, machine welding and maintenance. EE&G's key team resumes can be found in **Appendix A**.

Mr. Gipe and Ms. Bailey comprise the Management Team for this contract. Supporting this Management Team locally, will be Mr. Spinney who will be on site supervising the activities. The Management team will oversee the operators and laborers for this project.

Project Team Organizational Chart





KEY TEAM PERSONNEL

Timothy R. Gipe, President – Principal-in-Charge

Mr. Gipe has over 30 years of professional experience in the environmental, waste management, debris management, hazardous substance, and disaster response field. Mr. Gipe more recently has been Principal-in-Charge and/or the senior technical advisor on numerous large projects since the aftermath of Hurricanes Harvey, Irma, and Maria. To name a few:

- La Siesta Resort, Islamorada, FL, Restoration Services - Hurricane Irma.
- Restore Louisiana Program "ReLa," Parrish of East Baton Rouge, Repair/Renovation of Flood Damages Homes - Hurricane Harvey.
- STEP Program (Sheltering and Temporary Essential Power), Puerto Rico - Hurricane Maria.
- OPERATION BLUE TARP, various locations in Puerto Rico; Temporary covering of reinforced blue plastic sheeting – Hurricane Maria.

Mr. Gipe also managed the environmental risk management, debris management, waste segregation, and health and safety consulting services project for the United States Army Corps of Engineers during the Hurricane Katrina debris, the World Trade Center Disaster Response, debris processing of the WTC demolition materials. Mr. Gipe was the Senior Environmental Expert on the Team for the evaluation of the damage and debris circumstances in Haiti following the January 2010 earthquake.

Carolyn Bailey, Vice President – Project Manager

Ms. Bailey has over 30 years of progressive experience in contract management, specializing in governmental agencies, County and City projects, including hotel construction, and renovations, and hazardous waste management.

Ms. Bailey has been an integral contract manager with the City of Key West in the management and contracting of their beach beautification program for Smathers and Rest Beach's, monitoring actionable details of the contract, ensuring all parties meet schedules, budgets, and other obligations since her inception at EE&G over 10 years ago. She also manages the professional beach cleaning, maintenance and beautification contract for Higgs Beach Key West in Monroe County, FL.

Ms. Bailey has developed and managed business alliances, including compiling, analyzing data and trends as it relates to operational effectiveness and service level compliance. She has construction and renovations, and hazardous waste management experience, developing budgets and managing expenses and procurement, and interfacing with high-level executives, partners, staff, governmental agencies, vendors, attorneys and internal support functions. Ms. Bailey's experience also includes design and development of residential and commercial properties, design of infrastructure including street layout, utility design, storm water management, and septic design, and maximizing the use of properties while staying compliant with zoning requirements.

Adrian B. Woods, PE, CGC, LEED AP – Senior Engineer / General Contractor

Mr. Wood's, a LEED AP, is a civil engineer and certified general contractor with a background in both the engineering and construction fields. He has over 24 years of experience in the areas of civil and environmental engineering, construction, in addition to project management experience primarily focusing on large-scale design/build projects. Mr. Woods is presently responsible for overall management of several land development and vertical construction projects including; design, supervision, financial tracking, schedules, health & safety, and quality control.



SAFE HARBOR INDUSTRIES

Hugh Spinney – Project Site Supervisor

Mr. Spinney has served as the Site Supervisor for the Beach Cleaning, Maintenance & Beautification of Higgs Beach, under a contract with Monroe County since September 2005. He also serves as the site supervisor for the Beach Cleaning of Smathers and Rest Beaches under a contract with the City of Key West. Mr. Spinney has extensive experience as equipment operator with heavy machinery such as cranes (100 tons) mechanical and hydraulics systems, backhoes, front-end loaders, lulls, fork-lifts, crawler tractors, dozers, track hoes, bob cats, dump trucks, and grapple trucks. Mr. Spinney is the Owner and Operator of Safe Harbor Industries, Inc. in Key West.

LOCAL SUPPORT PERSONNEL

Kathy McFadden – Project Administration

Ms. McFadden has served the City of Key West for 10 years for the Beach Cleaning, Maintenance & Beautification of Higgs Beach. She has over 30 years of expertise in all facets of construction and contracting, with a strong background in contract administration and supervision. She has over 10 years of background in working for contractors, private citizens, and special events dealing with the Army Corp, and DEP on permitting pertaining to water projects, and DEP Turtle permitting in the Florida Keys.

Chris Spinney – Beach & Maintenance Supervisor

Mr. Spinney has served the City of Key West for 11 years on EE&G's Beach Cleaning contract and has over 25 years in construction experience which includes operating heavy equipment, Commercial Drivers License (CDL) driver, expert welder and fabricator.

Kenneth Albert – Equipment Operator

Mr. Albert has over 40 years of experience in construction / beach cleaning using heavy equipment and is a CDL driver. Mr. Albert is currently serving as the full-time equipment Operator since 2008 for Beach Cleaning under a contract with both the City of Key West and Monroe County..

Daniel Benitez, Sr. – Mechanical Equipment Repair / Operator & Maintenance

Mr. Benitez, Sr. has over 45 years of construction maintenance experience including CDL driver, and as an equipment operator. He has worked for the County & City on beach cleaning projects for over 8 years.

Daniel Benitez, Jr. – Equipment Operator

Mr. Benitez, Jr. has over 16 years of equipment operator experience, along with 8 years of experience with EE&G on the City of Key West and Monroe County contracts as a Beach Cleaning Operator.

James Pertz – Beach & Maintenance Equipment Operator / Shift Supervisor

Mr. Pertz has served the City of Key West and the County for over 5 years on EE&G's Beach Cleaning contract and has over 20 years of experience which includes operating heavy equipment.



SECTION 3. EXPERIENCE RECORD

The following section includes current and previous experience on similar projects within the last 5 years. Details of these projects are included in each description below per this ITB. EE&G is extremely proud of our past performance and we encourage the City to contact our clients with any questions you may have.

EE&G has been an integral component under contract with the City of Key West providing Beach Cleaning Services, at Smathers and Rest Beaches since September 2005, and is entering into its 13th year of its beach cleaning contract with the County of Monroe for Higgs Beach.

CURRENT AND PREVIOUS EXPERIENCE OF SIMILAR PROJECTS

PROFESSIONAL BEACH CLEANING, SMATHERS AND REST BEACH CITY OF KEY WEST, FLORIDA

Description: EE&G staff was contracted by the City of Key West to clean the Smathers Beach and the Rest Beach on a daily schedule beginning first thing in the morning.



EE&G contacts the Turtle Watch Organization daily for marine-turtle nesting activity and to confirm that daily surveys have been performed before the beach cleaners operate. Debris, trash and seaweed are removed from the beach and properly disposed of at a trash yard facility approved by the Florida Department of Environmental Protection (FDEP).

Other Work Performed:

- The Beach, rock areas, dune systems, last 150 ft east of easterly end of beach on Smathers Beach, handicap drive and boat ramp are cleaned of trash and debris daily and disposed of in dumpsters supplied by the city.
- The Beach area around trees, picnic tables and walkways are hand cleaned. This area cannot be accessed by larger beach cleaning machinery.
- The groins are cleaned of seaweed with our Lull 4-in-1 bucket and deposited into self-contained dump truck ready for approved disposal.
- Trash cans are emptied and relined with new bags.
- On site supervisor coordinates with recreational director and provide checklist for approval.
- Our team sweep/blows off all walkways, handicap ramps and accesses daily, starting at the sidewalk and progressing beachward to save sand.
- We haul via our dump truck all cleaned seaweed to an approved transfer station.
- We an environmental plan in place along with daily maintenance schedule on equipment to insure that fuel, oil, hydraulic fluid leaks will be kept to a minimum.

Date: September 2005 - December 1, 2014
Contract Value: \$4,400,980.54
Owner: City of Key West
Contact Person: Greg Velize, Director of Community Services
Address: 604 Simonton St, Key West FL 33040
Telephone: (305) 809-3711



**PROFESSIONAL BEACH CLEANING, MAINTENANCE AND BEAUTIFICATION
HIGGS BEACH KEY WEST, MONROE COUNTY, FLORIDA**

Description: EE&G staff has been contracted by Monroe County to provide maintenance and beautification of Higgs Beach since 2005. EE&G has successfully bid this beach cleaning beautification project from their inception since the county has issued the request for bid with the current contract being awarded for 2019. These projects have included cleaning and maintaining the entire length and width of the public beach areas from the waters edge to the curb line or nearest edge of the pavement of the public road nearest to and paralleling the beach area including the area between the White Street Pier and West Martello Towers, seven days per week.



EE&G daily contacts the Turtle Watch Organization, for marine-turtle nesting activity and to confirm that daily surveys have been performed before the beach cleaners operate. Debris, trash and seaweed are removed from the beach and properly disposed of at a trash yard facility approved by the FDEP.

CONTRACT #1 Date: December 1, 2014 – December 31, 2015
Contract Value: \$133,478.04
Owner: City of Key West
Contact Person: Marcus Davila, Director of Community Services
Address: 604 Simonton Street, Key West, FL 33040
Telephone: (305) 292-1750

CONTRACT #2 Date: January 1, 2016 – November 30, 2016
Contract Value: \$134,923.92
Owner: City of Key West
Contact Person: Marcus Davila, Director of Community Services
Address: 604 Simonton Street, Key West, FL 33040
Telephone: (305) 292-1750

CONTRACT #3 Date: December 1, 2016 – December 31, 2017
Contract Value: \$199,623.73 (Includes Post IRMA Clean-up)
Owner: City of Key West
Contact Person: Marcus Davila, Director of Community Services
Address: 604 Simonton Street, Key West, FL 33040
Telephone: (305) 292-1750

CONTRACT #4 Date: January 1, 2018 – December 31 - Extension in Process
Contract Value: \$138,721.68
Owner: City of Key West
Contact Person: Marcus Davila, Director of Community Services
Address: 604 Simonton Street, Key West, FL 33040
Telephone: (305) 292-1750



EMERGENCY RESPONSE PROFESSIONAL BEACH CLEANING SERVICES – POST HURRICANE IRMA, CITY OF KEY WEST, FL – BEACH RESTORATION

Description: EE&G was retained by the City of Key West in a pre- placement contract to provide debris management services. EE&G provided curb-to-curb sidewalk cleanup running the full length of Smathers Beach. EE&G actively removed debris and seaweed, and imported and placed sand as part of a beach re-nourishment program to restore the beaches to pre-storm conditions. EE&G also provided all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver disaster response services as requested by the City including but, not limited to the timely removal and lawful disposal of all eligible storm-generated debris.



This activation of the Agreement was to Furnish Disaster Response Services to the City of Key West between the City of Key West (City) and EE&G Disaster Response, LLC (EE&G) dated 2016 and signed by the City on April 6, 2016.

Date: September 13 – October 3, 2017
Contract Value: \$150,440
Owner: City of Key West
Contact Person: Greg Velize, Assistant City Manager, City of Key West
Address: 1300 White Street, Key West, FL 33040
Telephone: (305) 292-4549

OTHER RESTORATION / CLEAN-UP DISASTER RESPONSE PROJECTS

HURRICANE IRMA, LA SIESTA RESORT, ISLAMORADA, FL – NATURAL DISASTER EMERGENCY CLEAN-UP AND RESTORATION SERVICES

Description: Hurricane Irma was regarded as one of the worst natural disaster on record for the Islamorada Keys of Florida. EE&G was retained by Baker Project Consulting, on behalf of the property owners to provide restoration services at the La Siesta Resort. La Siesta Resort consisted of 15 buildings that contained 54, 1 to 5 bedroom suites, an office, and laundry facility.

EE&G mobilized to the property as soon as access was permitted and power was restored to the area. EE&G's initial tasking included performing moisture mapping to identify the extent of the water impacts, securing the buildings to prevent additional water intrusion and drying out the affected areas. Once the extent of water impacts were ascertained, asbestos surveys were performed of locations where demolition of building materials was necessary. Following receipt of the asbestos results the water damaged materials were removed. The buildings were then confirmed to be dry and were prepared for reconstruction.



EE&G obtained the necessary permits and performed reconstruction services on the interior and exteriors of the buildings. Interior components that were replaced included framing, damaged



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electrical components and fixtures, insulation, wallboard, ceilings, flooring, millwork (trim, cabinets, baseboards, etc.), doors, wall and ceiling textures and paint, and heating, ventilation and air conditioning (HVAC) components. Exterior components included windows, doors, handrails, gutters, siding, performing stucco repairs and exterior painting. EE&G also repaired docks, site lighting, fencing and landscaping.

Every phase of the project was completed ahead of schedule and following completion of EE&G's work, the resort was returned to operation with no warranty calls.

For this project each building had to be tracked and invoiced separately, EE&G used a specialized restoration program that facilitated accurate tracking of labor, material and equipment costs. Following completion of the project, EE&G provided documentation of the work that was performed and assisted the client's consultant with insurance claim negotiations. Scope of work included:

- Cleaning of outdoor grounds area.
- Moisture Mapping.
- Asbestos Surveys.
- Restoration, Drying / Dehumidification and Interior Demolition.
- Interior and Exterior Renovations.
- Framing.
- HVAC Repairs.
- Electrical Repairs.
- Painting.

Date:	September 2017 – June 2018
Contract Value:	\$3.6M
Owner:	Baker Project Consulting
Contact Person:	Robert Baker
Address:	80241 Overseas Highway, Islamorada, FL 32541
Telephone:	(202) 470-5793

HURRICANE MARIA AND IRMA, NATURAL DISASTER – STEP PROGRAM-VARIOUS LOCATIONS – PUERTO RICO, EMERGENCY CLEAN-UP AND RESTORATION SERVICES

Description: Hurricanes Maria and Irma were regarded as the worst natural disaster on record for the Caribbean Island of Puerto Rico. EE&G was retained by Excel Contractors USA, 4 Contractors JV, and Yates-Bird, LLC including local institutions such as the United States Army Corps of Engineers to implement the Sheltering and Temporary Essential Power ("STEP") Program to enable the Puerto Rico government to perform minor emergency repairs in single-family owner-occupied residences in order for them to become habitable as shelters in place. EE&G has implemented the STEP Program for Zones 3, 5, and 6 for the island of Puerto Rico.

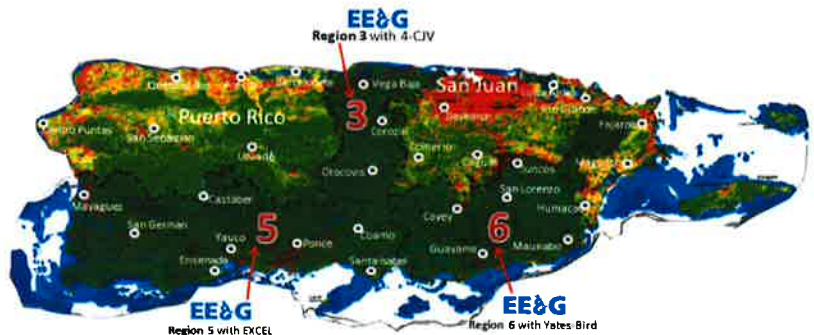
FEMA and the USACE: FEMA and the USACE project began less than a month after Hurricane Maria hit the island. The STEP program for Hurricane Maria and Irma recovery plan has generated more than 1000 employment opportunities on the island, ranging from engineers to general laborers. It is expected that EE&G will continue emergency response services for over 25,000 properties in 2018-2019.





Scope of Work Included:

- Interior – Debris Removal, Site Mitigation (Dehumidifier, Clean and Sanitize, Pest Control).
- Electrical – Bring Current to Comply with NFPA 72 Electrical System (Inspected and Tested), Replace Electrical Receptacles and Switches, Replace GFCI and Electrical 220 Volt Receptacles, Replace Circuit Breakers, Install Carbon Monoxide Detectors and Smoke Alarms.
- Provided Gasoline Power Generator.
- Doors and Windows – Interior / Exterior Door Replacement, Window / Glass Replacement.
- Replacement of Appliances, as Needed. (Example: Refrigerator 4.4 CU FT, Electric Portable Double Burner Plate, Countertop Microwave.
- Plumbing – Comply with IPC 2009, Gas Line Replacement, Replacement of Kitchen Cabinets / Bathroom Vanities with New Stainless Steel Sinks and Associated Plumbing Components, Install Water Heaters, Install Cistern with Gravity and Pressurized Systems.
- Framing Included Repair of Flooring, Roof Trusses, Door and Window Framework and Access Porch, Landings Handicap Ramps.
- Roofing – Mitigation of Concrete Roof Paddling, Concrete Roof Sealing, Repair and / or Replace Metal Roofing, Including Tarp Roof Repair.



Date: January 2018 - Ongoing
Contract Value: \$22M
Owner: Excel Contractors USA, 4 Contractors JV and Yates-Bird, LLC
Contact Person: James Evans
Address: 8641 United Plaza, Suite 102, Baton Rouge, LA 70809
Telephone: (252) 408-1300

HURRICANE MARIA AND IRMA, NATURAL DISASTER – BLUE TARP PROGRAM-VARIOUS LOCATIONS – PUERTO RICO, EMERGENCY CLEAN-UP AND RESTORATION SERVICES

PROJECT DESCRIPTION: Hurricane Maria was regarded as the worst natural disaster on record for the Caribbean Island of Puerto Rico. EE&G was retained by Ceres Environmental Services, Inc. to implement a program called “Operation Blue Roof,” which was managed by the United States Army Corps of Engineers (USACE) and the Federal Emergency Management Agency (FEMA) who funded the project.

Operation Blue Roof is a temporary covering of reinforced blue plastic (tarp) sheeting using strips of wood secured to the roof with nails or screws to help reduce further damage to property until permanent repairs can be made. In order to be considered for this program, a homeowner / landlord was to legally agree to allow the USACE contractors access to the property by signing a Right of Entry (ROE) form. Blue Roofs are designed to last for 30 days.



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EE&G provided supervision, work crews, materials, tools / equipment, permits, installation, shop drawings, field use drawings, reports and all other services necessary to expeditiously meet a daily goal of nearly 200 roofs per day. EE&G managed the flow of work to the subcontractors for Ceres Environmental and was a key subcontractor in completing the blue tarp installations.

FEMA and the USACE: FEMA and the USACE began the Operation Blue Roof project October 10th, 2017, one month after the eye of Hurricane Maria crossed the island. The purpose of the blue roof repair for Puerto Rican homeowners was to protect their homes from further damage caused by wind and rain. Under this program, EE&G successfully installed more than 10,000 roofs, contributing to the nearly 70,000 temporary blue roofs that the USACE oversaw in Puerto Rico in hurricane Maria's aftermath.

Date:	October 2017 – February 2018
Contract Value:	\$9.8M
Owner:	Ceres Environmental, Inc.
Contact Person:	Dave Preus
Address:	3825 85 th Avenue North, Minneapolis, MN 55443
Telephone:	(800) 218-4424





SECTION 4 SUBMITTALS

EE&G understands the required services to be performed for this project, that is, EE&G shall be to clean and maintain the entire length and width of Smathers and Rest Beach areas within the water's edge to the curb line or nearest edge of the pavement of the public road nearest to and paralleling the beach area, seven days per week at Smathers Beach and 52 times a year at Rest beach weather and/or environmental conditions permitting. EE&G understands that the cleaning and maintaining of both beach areas shall begin following sunrise and be completed by 10:00am.

All seaweed will be removed from the beach and recycled per our Seaweed Disposal Plan presented in Item G. of this section of this submittal. All debris and trash removed from the beach will be collected in black garbage bags and will be placed in the City's leased roll-off dumpster on a daily basis.

TURTLE NESTING STATUTES & ORDINANCES

EE&G will adhere to all state and local statutes/ordinances regarding sea turtles. We understand that the City of Key West, Monroe County, Florida have beach activity regulations in City of Key West, Code of Ordinances, Chapter 10-Animals, Article VI.-Sea Turtles, regarding protection of sea turtles.

EE&G works with "Safe-A-Turtle" and sea turtle conservation groups during turtle nesting season (April 15 through October 31). EE&G clearly understands the importance of no beach cleaning activities taking place should nesting being found during inspection of beach, until Key West Turtle Club representatives and/or Save-a-Turtle Certified Turtle Inspector, have walked and cleared the beaches.

MAINTENANCE

Maintenance and repairs are performed at 1119 Royal Street-Rear, in Key West Florida, 33040 (Mile Marker 7). They also provide complete equipment overhaul services, and have a welding and fabrication shop located on Stock Island. Having this local repair facility enables EE&G to maintain its fleet of vehicles and repair the damage to the equipment from the high corrosivity of the salt water.

Maintenance Schedule

Daily, by Operator.

Weekly at Shop by Mechanic.

Monthly at Shop by Mechanic.

Twice Per Year - Complete Re-build.

Mechanic and Machine Shop on Call 7 Days a Week.

All Replacement Parts are from Manufacturer or Equivalent.

A daily checklist for the Mechanic and Operator is Available Upon Request.

"In the many years I have been the Save-A-Turtle field coordinator in Key West, I have regularly observed the work of the beach cleaners. I have been most impressed with the consistently outstanding performance and professionalism of Chris Spinney and his EEG employees. These are trained, experienced, and dedicated workers who take pride in giving their best efforts (including picking up cigarette butts and all forms of unmentionables) every day, rain or shine, high or low tides, to ensure Smathers and Higgs are beautiful and safe beaches for our families and tourists. I have observed how wonderful their attitudes are when interacting with the public on the beaches and how harmoniously they worked with the recent Smathers Beach renourishment contract workers. I have also been impressed with contract administrator Kathy McFadden's managerial and communication skills and her successful efforts to ensure a seamless operation for the City."

*Ms. Marlene Durazo
Key West Field Coordinator
Save-A-Turtle of the Florida Keys*



PERSONNEL QUALIFICATIONS

- EE&G will provide an experienced, qualified, and competent Superintendent able to read, write and speak English in order to oversee the work and perform quality assurance inspections.
- All operators have 15 to 25 years of experience with heavy equipment and are CDL certified.
- Shop personnel have from 15 to 40 years of experience in machining, welding and fabrication.
- EE&G has back-up equipment ready within 30 minutes of breakdown.
- EE&G has never missed a full day due to equipment failure in 13 years on the job.

SUBMITTALS

The primary problem for Key West beaches is the daily accumulation of seaweed. The constant east, southeast winds produce a steady supply of seaweed. When seaweed is not removed properly daily, it decomposes in the shallow near shore waters. This causes a mucky bottom and decay of odors that are very undesirable for beachgoers.

After years of experience, EE&G has determined that the most effective way to solve this daily problem is by the use of a variety of equipment. For removing the seaweed on the beach areas, the Barber surf rake is the most effective beach cleaning machine. It is used by 80% of municipalities involved in beach cleaning.

In addressing the removal of debris; The Barber will remove 70 percent of all cigarette butts etc. and is most effective with seaweed. The perfect combination of machines would be the Barber and Cherrington.

A self-propelled Cherrington has the same sifting and debris removal capabilities of the Beach Tech, but has much smaller cleaning and hauling capacities. The self-propelled Cherrington can maneuver around trees, tables, and any obstacle with ease allowing it to clean the hard to get areas.

EE&G's proposed equipment combination will be as follows:

- Front End Loader W/Rake
- Barber 600HD Beach Cleaning Machine / Tractor Pull or Cherrington 5000
- 4 Wheel Tractor to Pull Beach Cleaner
- Dump Truck 18-20 Yard Dump
- Balloon Tire Cart with Light Weight High Side
- Debris/Rubbish Trailer
- Portable Hand Blowers/Sweepers



A. Barber 600 HD beach rake with tractor or equal (as approved by the Director of Community Services) – specification and data sheets (Barber pulled by a Tractor for lower beach and seaweed.



MODELS:	600HD
DIMENSIONS:	H: 7'6" L: 13'1" W: 7'8"
WEIGHT:	Approximately 3800 lbs
CLEANING WIDTH:	7 feet (6 feet deep cleaning)
CLEANING DEPTH:	Adjustable to 6"
OPERATING SPEEDS:	1.0 to 15.0 miles per hour
DEBRIS REMOVED:	Broken glass, plastic, syringes, cigarette butts, pop-tops, straws, cans, tar balls, stones 3/8" to 6" in diameter, sea grass, seaweed, fish, small pieces of wood.
PERFORMANCE:	Cleans 2 to 7 acres per hour
HOPPER:	2 cubic yards (3800 lbs cap)
DUMP HEIGHT:	8 feet / 9 Feet Clearance
TIRES:	36 x 13.5 x 15 high flotation design
CONVEYOR:	Of bar flight type, covered with continuous 6' wide belt, with stainless steel spring tines mounted on it.
HYDRAULIC DRIVE:	Completely sealed and protected by the full flow filter. Large capacity spline mounted pump, hydraulic motor, flow control, and built-in overflow protection.
HYDRAULIC FLOW:	12 gallons per minute
HYDRAULIC CAP:	15 gallons
CYLINDERS:	Lift 3½ x18" single acting Trip 2' x 5' single acting
PAINT:	Dupont IMRON® Polyurethane enamel
TRACTOR REQUIREMTS.	540 RPM rear PTO, 3-point hitch and depending on model and options, up to 3 remote hydraulic valves with raise, hold, and float positions. Larger or smaller tractors may be used depending on beach conditions.



B. Cherrington 5450 Beach Cleaner or equal (as approved by the Director of Community Services) – specification and data sheets (Self-propelled for upper beach above high tide line).

Cherrington self-propelled machines are fully self-contained – no tractor or tow is needed.



Three wheel design for zero turn capability and short overall length give these units extreme maneuverability and versatility – they can easily turn on narrow beaches, or work around cabanas, playground equipment and other structures.

Hydrostatic all-wheel drive.

Interchangeable multi-sized screens.

Faster, better, separation.

No tractor required.

Easy-dump hopper.

Sifts up to six inches deep.

5000

Self-Propelled *Large Capacity*

The Cherrington Model 5000 Beachcleaner/Sandsifter is a self-propelled, self-contained, environmentally sound machine designed for separating debris from sand surfaces. It is the largest most powerful machine we manufacture for use on large ocean beaches.

Efficiency is maximized by quick turn times, **six foot cleaning width**, and infinitely adjustable controls for excellent separation under all conditions.

Beautiful beaches don't happen by chance!

Put **Sand**
Back On The
Beach





Specifications for Cherrington Model 5000 Beachcleaner / Sandsifter

Length	182"
Height (Digger up) with R.O.P.S. Canopy	96"
Weight (with R.O.P.S. Canopy)	7000 lbs
Weight (with Air Conditioned Cab)	7650 lbs
Width (with R.O.P.S. folded)	99"
Width (with Air Conditioned Cab)	102"
Cleaning Width	54"
With Optional Digger Extensions	72"
Hopper Capacity	1 yd. – 2000 lbs
Groomer; automatic or independent control	88"
Ground Clearance	6" – 8"
Speed	0 – 10 MPH
Digging Depth	0" – 6" in varying applications
Engine Type	Approx. 75 HP Liquid Cooled Diesel
Dump Height	8'6"
Tires	38 x 14 STG barred tread
Propulsion	Self-propelled, hydrostatic drive
Cleaning Method	Slanted sifting screens & overhead flights
Digger Points	High carbon steel
Paint	Grit blasted, corrosion & abrasion resistant oven baked primer & polyester top coat or equivalent
Color	Industrial yellow
Interchangeable screens ..	Abrasion & corrosion resistant Corten steel OR oil tempered hardened woven wire

Engine: The machine is furnished with a diesel engine of not more than 4 cylinders producing approximately 75 horsepower. The engine is of adequate size to propel the machine with all power accessories in operation. The fuel system includes a water separator mounted at the engine to prevent condensed water in fuel lines from entering the injection systems.

Drive System: A closed loop hydrostatic drive transmits variable speed forward and reverse power to all wheels. A separate fixed displacement pump provides power to the hopper, hoist, dump, and digger-depth control cylinders, the screen oscillator motor, and the overhead conveyor motor. The speeds of the two motors can be varied. They can also be stopped or reversed to accommodate the requirements of the job at hand.

Wheels and Tires: The machine has one front and two rear wheels. Power steering is on the front wheel for best maneuverability. All tires are of a minimum size 38" x 14" high flotation. Reverse mounted flat profile barred tires provide flotation, stability, and traction in sand. Each tire can be fluid filled for added traction and/or lowered center of gravity.

Oscillating Screen and Digger: The machine is capable of digging a loose dry sand depth of zero to 6 inches, fully controlled hydraulically by the operator while the machine is in motion. The screens are made of Corten steel or oil tempered hardened woven wire and are available in various hole sizes. The digger points are of high carbon steel. The minimum cleaning width is four feet six inches. A T-bar overhead flight system bolted to three heavy duty steel (620 implement) chains is used to move debris collected on the screens into the hopper.

Hopper: The hopper has a capacity of one cubic yard. It is hydraulically operated for dumping with an eight foot six inch clearance in the raised position, capable of dumping into debris boxes or dump trucks. The dumping operation is fully controlled from the operator's normal seated position.



C. Schedule of Beach Cleaning.

EE&G will clean Smathers and Rest Beach's with a high quality of work and equipment. Daily schedule beginning first thing in the morning.

- A. Mobilize crew and equipment.
- B. Equipment Operator will wait for go ahead from the turtle watch group.
- C. The EE&G team will separate trash and debris by hand from seaweed prior to mechanical cleaning.
- D. The EE&G team will walk entire beach to clean debris from sand and rocks.
- E. After seaweed is cleaned of all trash and debris it will be raked up picked up by truck and moved to a class three landfill.
- F. The beach's will be groomed from low water mark landward daily using an approved beach cleaning machine.
- G. Beach and rock areas, will be cleaned of trash and debris daily and disposed of in dumpsters supplied by the county
- H. Beach area around trees, picnic tables and walkways will be hand cleaned. This area cannot be accessed by larger beach cleaning machine.
- I. All trash cans will be emptied and relined with new bags. Trash will be picked up by trailer and deposited in dumpster within 200 ft. of beach provided by the City.
- J. Team will sweep/blow off all walkways, handicap ramps and accesses daily starting at sidewalk and progressing beach ward to save sand.
- K. EE&G will provide Seaweed load report with Monthly invoice.
- L. EE&G will have an environmental plan in place along with daily maintenance schedule on equipment to insure that fuel, oil, hydraulic fluid leaks will be kept to a minimum.
- M. EE&G will have daily on site supervision.
- N. A scheduled replacement of hydraulic hoses will be made to help prevent blowouts from old hoses.

Note: EE&G will remove floating trash by hand if it can be reached by a rake. The Coast Guard has instructed us not to wade into the water and remove trash or debris but to call them and they will retrieve it. Over the last thirteen (13) years of beach cleaning in Key West EE&G has instituted this policy with the Coast Guard and they have been responsive when we have called.



D. Florida Department of Environmental Protection, Office of Beaches & Coastal Systems Beach Cleaning Permit.



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Water Resource Management
Coastal Construction Control Line Program
2600 Blair Stone Road, M.S. 3522
Tallahassee, FL. 32399-2400
Phone: (850) 245-7669

Permit Number: 8035201 - MO

No. of Pages Attached: 3

FIELD PERMIT PURSUANT TO SECTION 161.053 OR 161.052, FLORIDA STATUTES

FINDINGS OF FACT AND CONCLUSION OF LAW: The request for a field permit was considered by the staff designee of the Department of Environmental Protection and found to be in compliance with the requirements of Chapter 62B-33, Florida Administrative Code (F.A.C.). Approval is specifically limited to the activity in the stated location and by the project description, approved plans (if any), attached standard conditions, and any special conditions stated below pursuant to Paragraph 161.053(5), Florida Statutes (F.S.). This permit may be suspended or revoked in accordance with Section 62-4.100, F.A.C.

PROJECT LOCATION:

At Smathers and Rest Beaches in the City of Key West in Monroe county.

PROJECT DESCRIPTION:

Mechanical cleaning of the sandy, unvegetated beach using an approved tractor with rake. During sea turtle nesting season (May 01 to Oct. 31) the beach shall not be cleaned until the FWCC marine turtle permit holder has completed the daily survey for sea turtle nesting activity.

SPECIAL PERMIT CONDITIONS: The permit is valid only after all applicable federal, state, and local permits are obtained and does not authorize contravention of local setback requirements or zoning or building codes. This permit and public notice shall be posted on the site immediately upon issuance and shall remain posted along with local approval until the completion of any activity authorized by this permit. Other special conditions of this permit include:

See attached Beach Cleaning Permit Conditions, Public Notice, and approved drawing(s). Use of a box blade, rear or front mounted bucket or blade is prohibited. No additional construction is authorized.

STANDARD PERMIT CONDITIONS: The permittee shall comply with the attached standard field permit conditions.

APPLICANT INFORMATION: I hereby certify that I am either: (1a) the owner of the subject property or (1b) I have the owner's consent to secure this permit on the owner's behalf; and that (2) I shall obtain any applicable licenses or permits which may be required by federal, state, county, or municipal law prior to commencement of the authorized work; (3) I acknowledge that the authorized work is what I requested; and (4) I accept responsibility for compliance with all permit conditions.

Applicant's Signature [Signature] Date 1-10-18 Telephone No. (305) 374-8300

Applicant's Printed Name EE&S c/o Carolyn Bailey Address 5751 Miami Lakes Dr., Miami Lakes, FL 33014

If applicant is an agent:

Monroe County B.O.C.C. Smathers and Rest Beach, Key West, FL. (305) 374-8300

Printed name of property owner Property owner's address Property owner's telephone no.

DEPARTMENT FINAL ACTION AND FILING AND ACKNOWLEDGMENT: This field permit is approved on behalf of the Department of Environmental Protection by the undersigned staff designee, and filed on this date, pursuant to section 120.52, F.S., with the undersigned designated Deputy Clerk, receipt of which is hereby acknowledged.

Staff Designee/Deputy Clerk [Signature] Jennifer Cowart Date 1-10-18

EXPIRATION DATE: Dec. 31, 18

(Emergency permits issued pursuant to Section 62B-33.014, F.A.C., are valid for no more than ninety days and other field permits are valid for no more than 12 months. The staff designee may specify a shorter time limit.)

EMERGENCY PERMIT: ☐ YES ☒ NO

Approved plans are attached: ☒ YES ☐ NO



Request for ITB 19-003
Smathers and Rest Beach Cleaning Contract
City of Key West, Florida



Florida Department of Environmental Protection (DEP)
Division of Water Resource Management
Bureau of Beaches and Coastal Systems
3800 Commonwealth Boulevard, Mail Station 300
Tallahassee, Florida 32399-3000
(850) 488-7708

**BEACH CLEANING PERMIT CONDITIONS
WITHIN MONROE COUNTY**

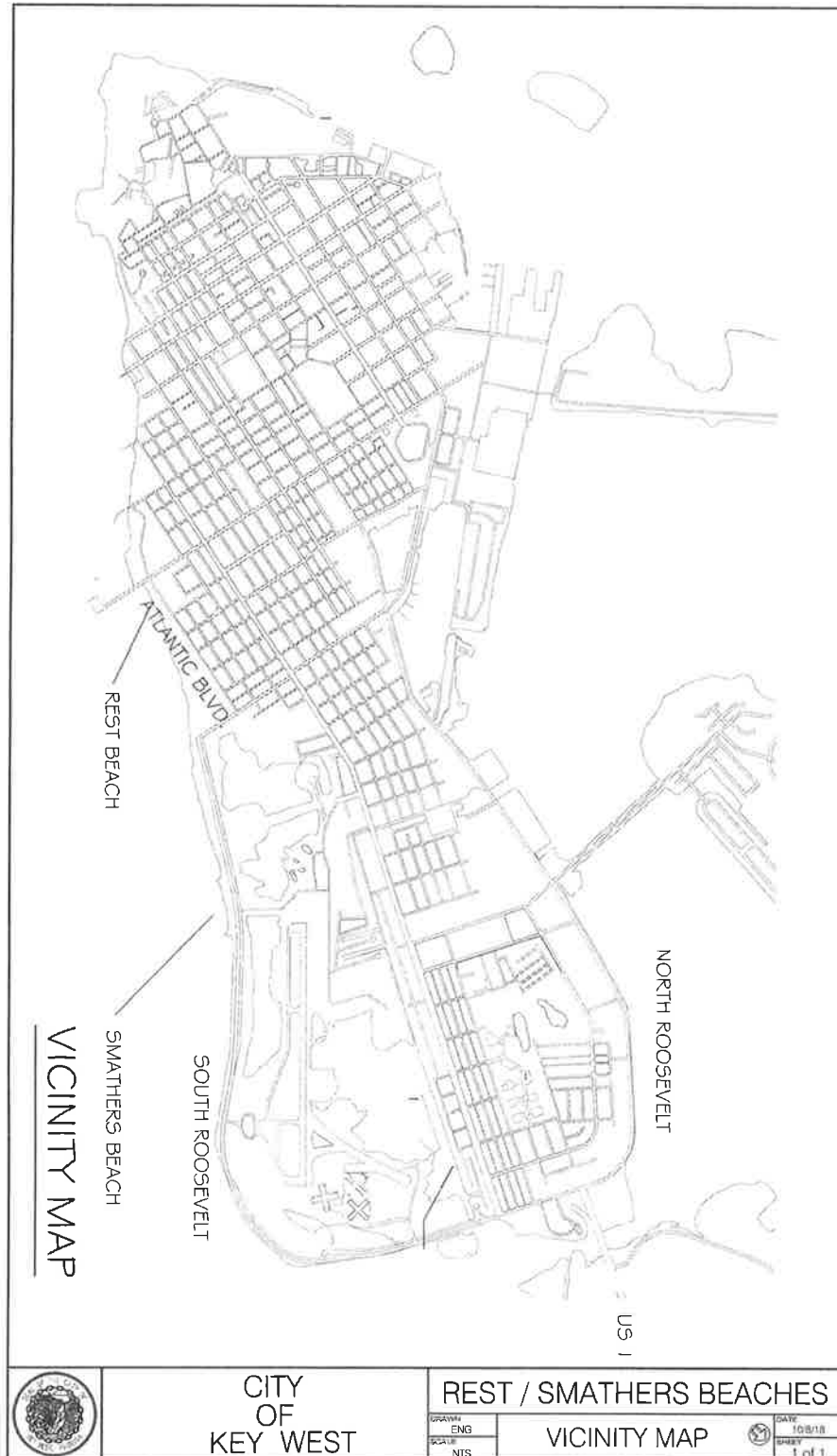
Pursuant to subsection 62B-33.005(11), F.A.C.

Field Permit No. 8035201-1710

1. During the marine turtle-nesting season (May 1 to October 31), mechanical beach cleaning activities shall be confined to daylight hours (sunrise to sunset).
2. During marine turtle nesting season (May 1 to October 31), the permittee is responsible for ensuring that a daily marine turtle nest survey, protection, and monitoring program is conducted throughout the permitted beach cleaning area. Such surveys and associated conservation measures shall be completed after sunrise and prior to the commencement of any mechanical beach cleaning. The marine turtle survey, protection, and monitoring program shall be conducted only by individuals possessing appropriate expertise in the protocol being followed and a valid F.A.C. Rule 68E-1 Permit issued by the Florida Fish & Wildlife Conservation Commission (FFWCC).
3. All nests left in place shall be marked with a circle of tape or string having a radius of at least three (3) feet, centered at the approximated location of the clutch. An additional marker shall be placed in a landward location to ensure that future location of the nest will be possible should the on-beach markings be lost. No mechanical cleaning equipment shall be allowed to occur inside of this circle. However, careful removal of material by hand shall be allowed. All equipment operators should be briefed on the types of marking utilized and should be able to easily contact the individual responsible for the nest survey to verify any questionable areas.
4. In the event that mechanical beach cleaning occurs prior to completion of the marine turtle nest survey, protection, and monitoring program, mechanical beach cleaning shall not occur landward of the wrack line on that beach until 65 days have passed or after November 30, whichever is earlier. The permittee shall contact the Marine Turtle Permit Holder prior to reinitiating mechanical beach cleaning in that area.
5. In the event that on-beach nest markers are lost for any reason, including vandalism or high water conditions, no mechanical beach cleaning shall be conducted until the marine turtle permit holder identifies the nest and restores the markers. In the event that the nest cannot be found and may have been lost during high water conditions, the permittee shall contact the DEP to determine if mechanical beach cleaning can resume. All marine turtle protection conditions shall remain in effect unless specifically waived in writing.
6. In order to avoid adverse impacts in the event that cleaning accidentally occurs over a nest, this permit authorizes the use of a vehicle with a maximum tire pressure of 10 p.s.i. and a rake or cleaning apparatus, which limits penetration into the surface of the beach to a maximum of two inches. Box blades and front or rear mounted blades are not authorized. No other types of vehicles may be operated on the beach pursuant to this permit. Mechanized beach cleaning shall be accomplished so that no ruts are formed on the beach.
7. Burial or storage of any debris (biotic or abiotic) collected is prohibited seaward of the 50-foot setback. Removal of accumulated debris from the beach must occur immediately after cleaning has been performed.
8. Operators of mechanical beach cleaning equipment shall avoid all native, salt tolerant dune vegetation by a minimum of ten (10) feet.



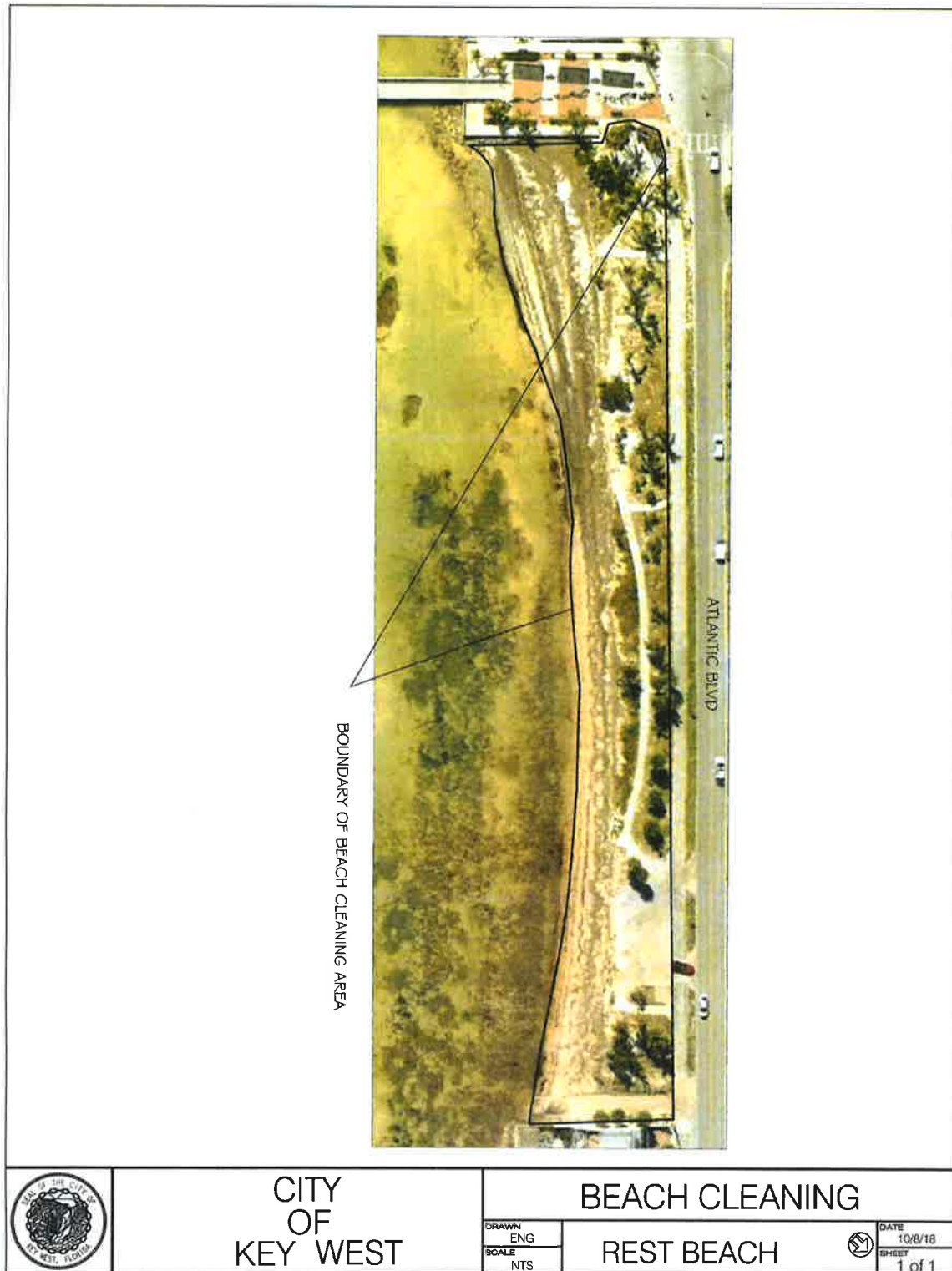
SITE MAPS







Request for ITB 19-003
Smathers and Rest Beach Cleaning Contract
City of Key West, Florida





E. Front End Loader with long pronged bucket.





F. Dump Truck.





G. Seaweed Disposal Plan and Permitted Disposal Site.

EE&G will remove seaweed from Smathers and Rest Beach's by way of a dump truck and deliver it to a Florida Department of Environmental Protection (FDEP) approved trash yard processing facility (ID# 315-06-YT), operated by EE&G on Rockland, Key, MM8, US Highway 1, Florida 33040.

Seaweed, once properly rolled and dried, will be relocated to Toppino and Sons, Inc. fill yard to be recycled with top soil so that it can be used within the local community. Seaweed will not be stock piled by itself, it will be mixed with other soil as mentioned which gives it the appearance of a larger seaweed pile.

This will be the recycling process for the seaweed which is a preferred alternative to disposal in a landfill.

EE&G has held a FDEP Yard Trash Recycling Facility Permit for 13 years at Rockland Key in good standing (see Appendix B) and has no citations or negative reporting's concerning our seaweed recycling process. Upon this award, we will obtain the same FDEP Permit for EE&G.

EE&G continues to encourage sustainability by the reuse of seaweed materials by donating dried seaweed to the City Police Department, City and County Parks, State Parks, local charities, and local landscapers. A substantial amount of dried seaweed is recycled locally. Dried seaweed is always available to the public for mulch upon request and for those in the local community we load at no charge.

EE&G provides the City a Seaweed Report once a month and also provides to the FDEP a report annually of the quantity of seaweed recycled in cubic yards as collected on the beaches.

***We Look Forward to Continuing to be Your Environmental Advocate—
And Keeping the City of Key West Beaches Beautiful!***

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2019,

by and between the CITY OF KEY WEST, hereinafter called the "Owner", and _____

EE&G Construction & Electrical, LLC

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB 19-003 SMATHERS & REST BEACH CLEANING, Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ th day of _____ 2019, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORMS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT, SCOPE OF WORK, SITE MAPS.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within three (3) years and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor 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 at a rate of \$500.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire in three (3) years unless an option to extend for two (2) years at the unit prices stated in the Bid plus Consumer Price Index (CPI) increases is executed.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ Day of _____, A.D., 2019.

CITY OF KEY WEST

By _____

Title City Manager

CONTRACTOR

By Carolyn Bailey

Title Vice President

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices, at _____

hereinafter called the CONTRACTOR, (Principal), and _____

with offices, at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2018, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids),

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

_____ Attest

SURETY

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

SMATHERS & REST BEACH CLEANING

attached hereto, with the CITY, dated _____, 2019, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the permit form, coral

relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORS in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

Attest

SURETY

By _____ (Seal)

Attest

Project Executive/Environmental Compliance Manager

EDUCATION:

B.S. Environmental Science/Hydrogeology, Allegheny College

Graduate/Undergraduate Courses in Geology, Florida International University

YEARS OF EXPERIENCE:

Years with EE&G: 23

Years with Other Firms: 10

PROFESSIONAL EXPERIENCE:

Mr. Gipe is the CEO of EE&G Holdings, which is the sole Owner of EE&G Disaster Response, LLC. Mr. Gipe has been responsible for the overall management and direction of EE&G and its predecessor companies since 1986. Mr. Gipe is responsible for the technical, administrative, and fiscal management of the overall firm, including direction of the firm's business development activities. As President, Mr. Gipe has led EE&G to increasing profits, client and business diversification, and both revenue and geographical growth.

Mr. Gipe has over 30 years of professional experience in the demolition, rehabilitation, remediation, abatement, construction and disaster response industries. He has been Principal-in-Charge or Project Director on numerous large projects.

- Principal-in-charge for the Sheltering and Temporary Essential Power ("STEP") Program after Hurricanes Maria and Irma for the Caribbean Island of Puerto Rico. EE&G is continuing to perform emergency repairs in single-family owner-occupied residences in order for them to become habitable as shelters in place. EE&G was retained by Excel Contractors USA, 4 Contractors JV, and Yates-Bird LLC including local institutions such as the United States Army Corps of Engineers to implement the STEP Program. Total fees to date for this project is approximately \$28M. The STEP program for Hurricane Maria and Irma recovery plan generated more than 1000 employment opportunities on the island, including engineers to general labor workers. It is expected that EE&G will continue emergency response to over 25,000 properties in 2018-2019.
- Principal-in-Charge for the rehabilitation and clean up after Hurricane Marie, which was regarded as the worst natural disaster on record for the Caribbean Island of Puerto Rico. EE&G was retained by Ceres Environmental Services, LLC along with local institutions as the United States Army Corps of Engineers (USACE) and the Federal Emergency Management Agency (FEMA) to implement a program called "Operation Blue Roof," which was managed by USACE. Total fees to date for this project are approximately \$9.8M, completing approximately 10,000

roofs to date. EE&G provided supervision, work crews, materials, tools / equipment, permits, installation, shop drawings, field use drawings, reports and all other services necessary to expeditiously meet the timing of this project. EE&G was not only an intricate part of this project, they were a proven value to the overall success of the project.

- Principal-in-Charge for the demolition, rehabilitation, and cleanup following Hurricane Harvey for the Restore Louisiana Program ("ReLa"). Hurricane Harvey resulted in significant flooding and wind damage homes located in Texas and Louisiana as a result in extensive rains. EE&G was retained by Dynamic Construction Group in Baton Rouge to perform repair and renovation services in hurricane damaged homes in East Baton Rouge Parish. This work is being completed as part of the Restore Louisiana Homeowner Assistance Program, (RLHAP) which is funded by FEMA. This project fee to date is approximated at >\$5M.
- Principal in charge of disaster recovery efforts on the Island of Sint Maarten (Dutch side) for the World Bank Group in response to Hurricane Irma, 2018 ongoing. Responsible for design and implementation of: hurricane debris management plan, waste segregation and landfill management operating plan, recycling and debris reduction, demolition of unsafe structures, 150 shipwrecks salvage and decommissioning, and development of a cash for work program for local residents to participate in the recovery. This project fee to date is approximated at \$1.2M.
- Principal-in-Charge for the demolition, rehabilitation, and cleanup following Hurricanes Katrina and Rita in Louisiana in 2005-2007. Total fees for EE&G on this project exceeded \$137,489,587 EE&G performed this work as a subcontractor to Phillips and Jordan, Inc who was retained by the United States Army Corps of Engineers. EE&G conducted over 1200 asbestos surveys of public and residential buildings scheduled for demolition. EE&G performed the removal of ineligible wastes from the debris stream from homes and from curbside wastes. This included removal of household hazardous wastes, electronic wastes, cylinders, bulbs/ballasts, mercury containing switches, white goods, small gas powered equipment, and asbestos containing materials that could become friable during demolition. At the peak of operations 50,000 cubic yards of debris was being loaded and hauled daily that required waste segregation. EE&G self performed demolitions and provided construction management of over 1,000 environmentally appropriate demolitions of single family homes. A work force of over 4,000 EE&G employees was utilized to accomplish this large scale disaster response effort.
- Project Director for the selective demolition, rehabilitation, and build back of over 2,000,000 SF of schools in St. Lucie County following storm impacts from Hurricanes Frances and Jeanne in 2004-2005.

Project Executive/Environmental Compliance Manager

Project involved water extraction, building envelope restoration, dehumidification and drying, mold remediation, asbestos abatement, design, and build back. FEMA deemed this the largest mold rehabilitation project in FEMA history. Work was primarily performed on evenings, weekends, and the summer so as not to impact school operations. A workforce of over 1,000 EE&G employees was utilized to accomplish this large scale effort. Project fees exceeded \$110,000,000.

- Project Manager for preparation of technical documents relative to EE&G's performance for the World Bank and Inter-American Development Bank on earthquake debris planning in Port-au-Prince, Haiti, 2010. Project involved strategic debris planning, design of a TDSR for recycling concrete earthquake rubble, and preparation of a preliminary feasibility study for ocean filling (land reclamation) using inert concrete debris from the earthquake rubble.
- Principal-in-Charge for various multi-family residential selective demolition, rehabilitation, and build back projects located throughout Florida following impacts from Hurricanes Frances and Jeanne in 2004-2005. Work included low rise and high rise condominium and rental units from St. Lucie County to Palm Beach County. The overall workload involved the selective demolition, mold remediation, and build back of over 1,300 residential units plus common spaces, utilizing a workforce of 600 EE&G employees.
- Principal-in-Charge for various multi-family residential selective demolition, rehabilitation, and build back projects located throughout Florida following impacts from Hurricane Wilma in 2005-2006. Work include low rise and high rise condominium and rental units primarily located in Dade and Broward County. The overall workload involved water extraction, drying and dehumidification, selective demolition, mold remediation, and build back of over 350 residential units plus common spaces, utilizing a workforce of 125 EE&G employees.
- World Trade Center Disaster Response, 2001. Project Director for a massive environmental and health and safety response team stationed at the Freshkills Landfill for processing of World Trade Center debris. (teamed with Phillips & Jordan for the USACE) Coordinated the development of the Health and Safety Plan, Air Monitoring Plan, Dust Suppression Plan, Emergency Action Plan, Life Safety Plans for site structures, and Winterization Plan. Provided construction and environmental management, and electrical engineering services for building of a support complex for the debris recovery mission. Provided full time onsite project management for 3 months, 7 days per week, 12-16 hours per day until the project stabilized in late December 2001.

Vice President of Operations

EDUCATION:

B.S., Civil and Environmental Engineering, University of Wisconsin — Madison, WI, 1982

YEARS OF EXPERIENCE:

Years with EE&G: 11
Years with Other Firms: 24

PROFESSIONAL EXPERIENCE:

Ms. Bailey has over 30 years of progressive experience in contract management, specializing in governmental agencies, County and City projects, including hotel construction, and renovations, and hazardous waste management.

Ms. Bailey's key responsibilities for the company include the following:

- Oversight of the company risk management including; drafting and maintaining company contracts, negotiation and review of client contracts procurement of corporate insurance, overseeing and approving subcontractor insurance coverages and documentation.
- Oversight of the company fleet management including; procurement, leasing, and maintenance.
- Oversight of large equipment procurement and leasing.
- Oversight of the company project cost accounting and project setup.
- Oversight of the financial performance of the company, profit centers and projects.
- Management of all legal activities including subpoena responses and corporate documentation.

Ms. Bailey's experience also includes developing budgets and managing expenses and procurement, and interfacing with high-level executives, partners, staff, governmental agencies, vendors, attorneys and internal support functions. Ms. Bailey's further experience includes design and development of residential and commercial properties, design of infrastructure including street layout, utility design, storm water management, and septic design, and maximizing the use of properties while staying compliant with zoning requirements.

PROJECT EXPERIENCE:

For the following two Professional Beach Cleaning Projects Ms. Bailey maintains licenses and permits for beach cleaning operation with local and state agencies, manages subcontracts, negotiates and approves all contracts and agreements and project invoicing.

Professional Beach Cleaning, Maintenance and Beautification of Smathers and Rest Beach, City of Key West, FL: Upon joining the company, Ms. Bailey has been the contract manager with the City of Key West in the program management of their beach beautification program, monitoring actionable details of the contract, and ensuring all parties meet schedules, budgets and other obligations.

Since 2005, EE&G has been under contract with the City of Key West to clean Smathers Beach and the Rest Beach on a daily schedule beginning at sunrise and ending by 10:00am. An important part of this contract is coordination with the Turtle Watch Organization during breeding season for marine-turtle nesting activity and confirming that daily surveys have been performed before the beach cleaning operation begins. Debris, trash, and seaweed are removed from the beach and properly disposed of at a trash yard facility approved by the Florida Department of Environmental Protection.

Professional Beach Cleaning, Maintenance and Beautification of Higgs Beach Key West, Monroe County, FL: Ms. Bailey has also been the contract manager for the beach beautification contract with the County of Monroe.

EE&G has been under contract with Monroe County to provide maintenance and beautification of Higgs Beach since 2005. This contract is similar in scope to the Key West project.

OTHER EXPERIENCE:

Ms. Bailey founded and managed Claris Services Corporation, a project management firm specializing in hotel construction and renovations, and hazardous waste management. Ms. Bailey built new company from start-up to yearly revenues of \$2.7M with 3 locations, and 24 employees. Achieved and maintained profitability for 11 consecutive years, with outstanding reputation for integrity and quality service. Ms. Bailey responsibilities and projects follow.

- Conducted feasibility reviews with designers to establish conceptual project scope as it pertained to client's budget and to develop conceptual project schedule.
- Prepared bid packages for design professionals using conceptals.
- Managed design to meet budget.
- Generated project Responsibility Matrix.
- Generated project schedule including critical path.
- Prepared contractor bid packages and pre-qualified bidders.

Vice President of Operations

- Developed and monitored project budgets (\$1M-\$16M) and monthly reports to clients including; financial reports, contract status reports, project schedules and, provided a highlights and/or issues status report.
- Solely responsible for all contract negotiations with between clients and third party vendors including any changes to scope.
- Experienced in managing both renovation work and hazardous waste abatement work including asbestos.
- Coordinated and conducted internal Marriott progress meetings including representatives from finance, development, estimating, design, construction and legal.
- Attended local planning board meetings as Marriott Representative.
- Conducted project plan reviews.

Sample of projects for which project management services were provided:

- Miami Airport landfill clean-up, \$2M.
- Numerous asbestos abatement projects associated with renovations in both public areas and guestrooms.

Ms. Bailey launched the environmental due diligence program for the acquisition/disposition of property for all hospitality, retirement, food service and distribution divisions of Marriott Corporation.

- Developed corporate review procedures and tracking mechanisms involving due diligence associated with land acquisitions totaling over \$2B.
- Standardized report scope requirements and recommendations to process 250-300 reports annually.
- Developed and maintained a corporate database of qualified due diligence service both domestically and internationally.
- Developed and implemented process for inventorying all assets for hazardous materials and assessing potential risks.
- Coordinated all activities at both the local site and with the appropriate divisions within Marriott Corporation.
- Responsible for managing and coordinating due diligence with all lenders and buyers of Marriott assets.
- Provided project management for all hazardous waste remediation activities including the notification to employees, guests and vendors of the activity, review of agency notification and coordination, and monitoring of health risks.
- Provided project management services pertaining to the planning and zoning process for new Courtyard and Residence Inn Hotels in the northeast and California.
- Pre-qualified consultants, bid work and contracted for civil engineering design, geotechnical investigations, traffic, noise, and environmental services.
- Developed due diligence project schedule.
- Developed professional services budget.

Senior Engineer

EDUCATION:

B.S. – Civil Engineering, Clarkson University, 1995

YEARS OF EXPERIENCE: 23

Years of Experience: 4

Years with EE&G: 19

LICENSES / REGISTRATIONS:

Florida Professional Engineer / # PE 56909
 Certified General Contractor – FL #CGC1518700
 Certified General Contractor – WV #WV050321
 Certified General Contractor – NJ #045704
 Certified General Contractor – MS #17325
 Certified General Contractor – LA #57632
 Certified LEED AP #10592524
 Mold Remediator, No. # MRSR 2341
 Home Inspector #HI6415

Mr. Woods is a civil engineer and certified general contractor with a background in both the engineering and construction fields. He has over 23 years of experience in the areas of civil and environmental engineering, construction, in addition to project management experience primarily focusing on large-scale design/build projects. Mr. Woods is presently responsible for overall management of several land development and vertical construction projects including; design, supervision, financial tracking, schedules, health & safety, and quality control. Mr. Woods relevant experience includes:

- Demolition of former residential structures in a Brownfield district and the re-development of the property by building a 30,000 square foot class A office building.
- Managed a multi-faceted remediation and development design/build project for the UCPM Orlando site that was formerly used for weapons testing and development
- Design, construction and operation of pump and treat groundwater remediation systems
- Remedial systems experience utilizing soil vapor extraction, air stripping towers, and innovative technologies to remove volatile organic halocarbons from soil and groundwater

EXPERIENCE:

- Senior Engineer for the La Siesta Resort in Islamorada, Florida to provide restoration services for 15 buildings that contained 54, 1 to 5 bedroom suites, an office, and a laundry facility after what was considered one of the worst natural disaster on record for Islamorada Keys of

Florida. EE&G mobilized to the property as soon as access was permitted and power restored to the area. EE&G's initial tasking included performing moisture mapping to identify the extent of the water impacts, securing the buildings to prevent additional water intrusion and drying out the affected areas. Once the extent of water impacts were ascertained, asbestos surveys were performed of locations where demolition of building materials was necessary. Total fees to date for this project is approximately \$3.6M. Each building had to be tracked and invoiced separately, EE&G used a specialized restoration program that facilitated accurate tracking of labor, material and equipment costs. Following completion of the project, EE&G provided documentation of the work that was performed and assisted the client's consultant with insurance claim negotiations.

- Senior Engineer for the Sheltering and Temporary Essential Power ("STEP") Program after Hurricanes Maria and Irma for the Caribbean Island of Puerto Rico. EE&G is continuing to perform emergency repairs in single-family owner-occupied residences in order for them to become habitable as shelters in place. EE&G was retained by Excel Contractors USA, 4 Contractors JV, and Yates-Bird LLC including local institutions such as the United States Army Corps of Engineers to implement the STEP Program. Total fees to date for this project is approximately \$28M. The STEP program for Hurricane Maria and Irma recovery plan generated more than 1000 employment opportunities on the island, including engineers to general labor workers. It is expected that EE&G will continue emergency response to over 25,000 properties in 2018-2019.
- Senior Engineer for the demolition, rehabilitation, and cleanup following Hurricane Harvey for the Restore Louisiana Program ("ReLa"). Hurricane Harvey resulted in significant flooding and wind damage homes located in Texas and Louisiana as a result in extensive rains. EE&G was retained by Dynamic Construction Group in Baton Rouge to perform repair and renovation services in hurricane damaged homes in East Baton Rouge Parish. This work is being completed as part of the Restore Louisiana Homeowner Assistance Program, (RLHAP) which is funded by FEMA. This project fee to date is approximated at >\$5M.
- Senior Engineer for the demolition, rehabilitation, and cleanup following Hurricanes Katrina and Rita in Louisiana in 2005-2007. Total fees for EE&G on this project exceeded \$137,489,587. EE&G performed this work as a subcontractor to Phillips and Jordan, Inc. who was retained by the United States Army Corps of Engineers. EE&G conducted over 1200 asbestos surveys of public and residential buildings scheduled for demolition. EE&G performed the removal of

Senior Engineer

ineligible wastes from the debris stream from homes and from curbside wastes. This included removal of household hazardous wastes, electronic wastes, cylinders, bulbs/ballasts, mercury containing switches, white goods, small gas powered equipment, and asbestos containing materials that could become friable during demolition. At the peak of operations 50,000 cubic yards of debris was being loaded and hauled daily that required waste segregation. EE&G self performed demolitions and provided construction management of over 1,000 environmentally appropriate demolitions of single family homes. A work force of over 4,000 EE&G employees was utilized to accomplish this large scale disaster response effort.

- Project Manager, Remediation and Development for UPCM, LLC - South Campus, Orlando, FL. Mr. Woods was responsible for managing a multi-faceted remediation and development design/build project. The site was formerly operated as a weapons test and manufacturing facility by a defense contractor and consisted of several Resource Conservation and Recovery Act (RCRA) landfills that were being remediated to accommodate future development plans as a theme park, multiple hotels, golf course, and commercial property. Mr. Woods' project team was responsible for permitting with local water management districts, developing groundwater monitoring plans, conducting semiannual groundwater sampling events, and preparing Interim Measure Work Plans (IMWP) for submission to regulatory agencies for soil and groundwater remediation. Mr. Woods was responsible for working with various contractors to excavate the RCRA landfills and construct the groundwater treatment systems developed in the IMWPs. Four of the landfills were excavated and an extensive network of over one hundred vertical recovery wells, several thousand feet of horizontal recovery wells, and a groundwater treatment system were installed and are in operation. The recovery wells and treatment plant were linked by a sophisticated instrumentation and control system that allowed remote access to operations. On the same project, a comprehensive stormwater management model was prepared to account for current and future development needs and several site specific wetland mitigation plans prepared along with design of stormwater retention ponds, conveyance structures, and infrastructure modification. Additionally, Mr. Woods provided consulting and presentation services to the site owners to facilitate potential land development transactions. Total fees to for this project was approximately \$14M.
- Project Manager/Project Engineer, Surface Water Evaluation, Orlando, FL. Mr. Woods was responsible for coordinating the evaluation and characterization of a surface water system at an Orlando based theme park.

The evaluation consisted of an assessment of alternative stormwater treatment technologies, engineering studies and preliminary design for sludge removal, and development of a Surface Water Management Plan including implementation of best management practices (BMPs). Total fees to for this project was approximately \$1M.

- Project Manager, Permitting for Aluminum Production Facility, NY. Mr. Woods was responsible for generating a State Pollutant Discharge Elimination System (SPDES) permit for a large aluminum production facility. In conjunction with generating a SPDES permit application; plant upgrade activities at the 40-year-old plant were being conducted. He was involved in all areas of the project including generating updated process flow and utility drawings, assessing industrial and wastewater treatment facilities, and tracking down various contaminants of concern in discharge outfalls. Mr. Woods was responsible for communicating with the client as well as State and local regulatory agencies. In addition, internal coordination required providing direction and support to field technicians and staff engineers. Total fees to for this project was approximately \$500,000.
- Project Manager, Remediation Systems Operation and Maintenance, NY. Mr. Woods was tasked with coordinating operations and maintenance activities for several remediation systems/areas at a large aluminum production facility. Remediation systems/areas consisted of two large pumps and treat groundwater systems, a 200,000 cubic yard Toxic Substances Control Act (TSCA) landfill, and several areas with geosynthetic clay liner capping systems. He also provided engineering support in assessing problems identified with the remediation systems and generated recommendations to the client. In addition, he managed the efforts to generate annual post-closure reports for each site to the NYSDEC. Generating the post-closure reports required coordinating various professional personnel in other offices. Total fees to for this project was approximately \$1.5M.
- Project Manager/ Staff Engineer, Underground and Aboveground Storage Tank Design and Implementation, FL. Mr. Woods was responsible for the design and implementation of fuel supply systems consisting of underground storage tanks (USTs) and aboveground storage tanks (ASTs). He was also responsible for designing piping, tanks, and pumps to comply with client and regulatory requirements. He prepared bid specifications, evaluated bids, and awarded contracts. He conducted construction oversight of designated systems and coordinated the removal or abandonment of out-of-compliance USTs.

State of Florida

Department of State

I certify from the records of this office that EE&G CONSTRUCTION & ELECTRICAL, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 24, 2004.

The document number of this limited liability company is L04000039405.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on April 2, 2018, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of October, 2018*



Ken Detjen
Secretary of State

Tracking Number: CU3047618133

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name SAFE HARBOR INDUSTRIES INC
Location Addr 6810 FRONT ST
Lic NBR/Class 34088 MISCELLANEOUS OTHER SERVICES
Issued Date 4/12/2018 Expiration Date: September 30, 2019

MISCELLANEOUS OTHER SERVICE

Comments: EQUIPMENT REPAIR AND DELIVERY

Restrictions:

SAFE HARBOR INDUSTRIES INC
6810 FRONT ST

This document must be prominently displayed.

KEY WEST, FL 33040

SAFE HARBOR INDUSTRIES INC



THE CITY OF KEY WEST

Licensing Division

P.O. Box 1409, Key West, FL 33041

licensing@cityofkeywest-fl.gov

November 28TH, 2018

EE&G Construction & Electrical LLC is registered with the city of Key West. Registration AEC34777(Asbestos) and AEC34776(CGC). The registration and all required documents are currently up to date.

Cordially,
Amanda Brady

Licensing Division, City of Key West



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WOODS, ADRIAN BRUCE

EE&G CONSTRUCTION & ELECTRICAL LLC
213 S DILLARD STREET STE 120
WINTER GARDEN FL 34787

LICENSE NUMBER: CGC1515204

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Water Resource Management
Coastal Construction Control Line Program
2600 Blair Stone Road, M.S. 3522
Tallahassee, FL. 32399-2400
Phone: (850) 245-7669

Permit Number: 8035201 . MO
No. of Pages Attached: 3

FIELD PERMIT PURSUANT TO SECTION 161.053 OR 161.052, FLORIDA STATUTES

FINDINGS OF FACT AND CONCLUSION OF LAW: The request for a field permit was considered by the staff designee of the Department of Environmental Protection and found to be in compliance with the requirements of Chapter 62B-33, Florida Administrative Code (F.A.C.). Approval is specifically limited to the activity in the stated location and by the project description, approved plans (if any), attached standard conditions, and any special conditions stated below pursuant to Paragraph 161.053(5), Florida Statutes (F.S.). This permit may be suspended or revoked in accordance with Section 62-4.100, F.A.C.

PROJECT LOCATION:

At Smathers and Rest Beaches in the City of Key West in Monroe county.

PROJECT DESCRIPTION:

Mechanical cleaning of the sandy, unvegetated beach using an approved tractor with rake. During sea turtle nesting season (May 01 to Oct. 31) the beach shall not be cleaned until the FWCC marine turtle permit holder has completed the daily survey for sea turtle nesting activity.

SPECIAL PERMIT CONDITIONS: The permit is valid only after all applicable federal, state, and local permits are obtained and does not authorize contravention of local setback requirements or zoning or building codes. This permit and public notice shall be posted on the site immediately upon issuance and shall remain posted along with local approval until the completion of any activity authorized by this permit. Other special conditions of this permit include:

See attached Beach Cleaning Permit Conditions, Public Notice, and approved drawing(s). Use of a box blade, rear or front mounted bucket or blade is prohibited. No additional construction is authorized.

STANDARD PERMIT CONDITIONS: The permittee shall comply with the attached standard field permit conditions.

APPLICANT INFORMATION: I hereby certify that I am either: (1a) the owner of the subject property or (1b) I have the owner's consent to secure this permit on the owner's behalf; and that (2) I shall obtain any applicable licenses or permits which may be required by federal, state, county, or municipal law prior to commencement of the authorized work; (3) I acknowledge that the authorized work is what I requested; and (4) I accept responsibility for compliance with all permit conditions.

Applicant's Signature [Signature] Date 1-10-18 Telephone No. 305, 374-8300
Applicant's Printed Name EE&G c/o Carolyn Bailey Address 5751 Miami Lakes Dr., Miami Lakes, FL 33014

If applicant is an agent:

Monroe County B.O.C.C. Smathers and Rest Beach, Key West, FL. 305, 374-8300
Printed name of property owner Property owner's address Property owner's telephone no.

DEPARTMENT FINAL ACTION AND FILING AND ACKNOWLEDGMENT: This field permit is approved on behalf of the Department of Environmental Protection by the undersigned staff designee, and filed on this date, pursuant to section 120.52, F.S., with the undersigned designated Deputy Clerk, receipt of which is hereby acknowledged.

[Signature] Jennifer Cowart 1-10-18
Staff Designee/Deputy Clerk Printed Name of Designee/Deputy Clerk Date

EXPIRATION DATE: Dec. 31, 18

(Emergency permits issued pursuant to Section 62B-33.014, F.A.C., are valid for no more than ninety days and other field permits are valid for no more than 12 months. The staff designee may specify a shorter time limit.)

EMERGENCY PERMIT: ☐ YES ☒ NO

Approved plans are attached: ☒ YES ☐ NO



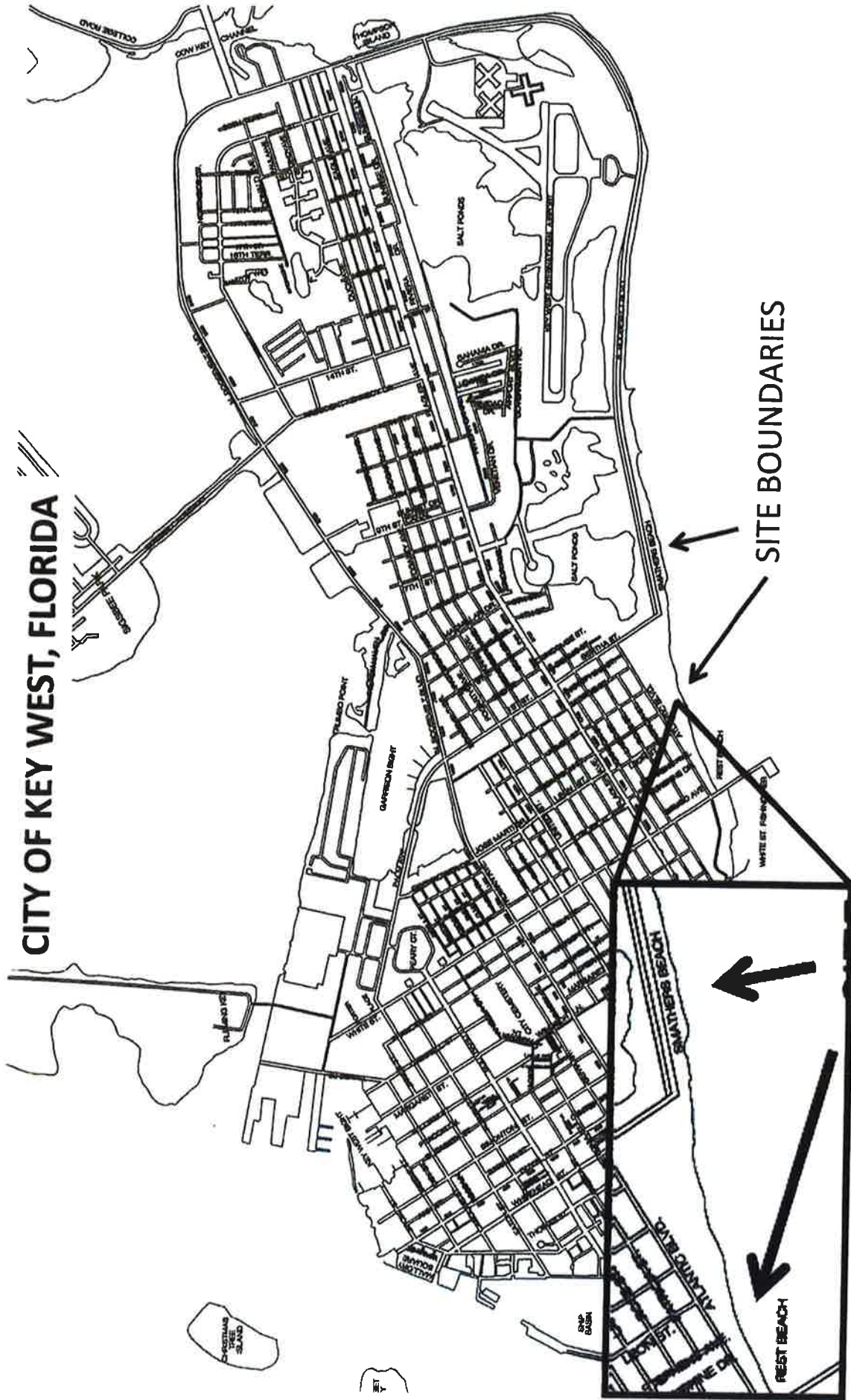
BEACH CLEANING PERMIT CONDITIONS WITHIN MONROE COUNTY

Pursuant to subsection 62B-33.005(11), F.A.C.

Field Permit No. 8035201-1710

1. During the marine turtle-nesting season (May 1 to October 31), mechanical beach cleaning activities shall be confined to daylight hours (sunrise to sunset).
2. During marine turtle nesting season (May 1 to October 31), the permittee is responsible for ensuring that a daily marine turtle nest survey, protection, and monitoring program is conducted throughout the permitted beach cleaning area. Such surveys and associated conservation measures shall be completed after sunrise and prior to the commencement of any mechanical beach cleaning. The marine turtle survey, protection, and monitoring program shall be conducted only by individuals possessing appropriate expertise in the protocol being followed and a valid F.A.C. Rule 68E-1 Permit issued by the Florida Fish & Wildlife Conservation Commission (FFWCC).
3. All nests left in place shall be marked with a circle of tape or string having a radius of at least three (3) feet, centered at the approximated location of the clutch. An additional marker shall be placed in a landward location to ensure that future location of the nest will be possible should the on-beach markings be lost. No mechanical cleaning equipment shall be allowed to occur inside of this circle. However, careful removal of material by hand shall be allowed. All equipment operators should be briefed on the types of marking utilized and should be able to easily contact the individual responsible for the nest survey to verify any questionable areas.
4. In the event that mechanical beach cleaning occurs prior to completion of the marine turtle nest survey, protection, and monitoring program, mechanical beach cleaning shall not occur landward of the wrack line on that beach until 65 days have passed or after November 30, whichever is earlier. The permittee shall contact the Marine Turtle Permit Holder prior to reinitiating mechanical beach cleaning in that area.
5. In the event that on-beach nest markers are lost for any reason, including vandalism or high water conditions, no mechanical beach cleaning shall be conducted until the marine turtle permit holder identifies the nest and restores the markers. In the event that the nest cannot be found and may have been lost during high water conditions, the permittee shall contact the DEP to determine if mechanical beach cleaning can resume. All marine turtle protection conditions shall remain in effect unless specifically waived in writing.
6. In order to avoid adverse impacts in the event that cleaning accidentally occurs over a nest, this permit authorizes the use of a vehicle with a maximum tire pressure of 10 p.s.i. and a rake or cleaning apparatus, which limits penetration into the surface of the beach to a maximum of two inches. Box blades and front or rear mounted blades are not authorized. No other types of vehicles may be operated on the beach pursuant to this permit. Mechanized beach cleaning shall be accomplished so that no ruts are formed on the beach.
7. Burial or storage of any debris (biotic or abiotic) collected is prohibited seaward of the 50-foot setback. Removal of accumulated debris from the beach must occur immediately after cleaning has been performed.
8. Operators of mechanical beach cleaning equipment shall avoid all native, salt tolerant dune vegetation by a minimum of ten (10) feet.

CITY OF KEY WEST, FLORIDA

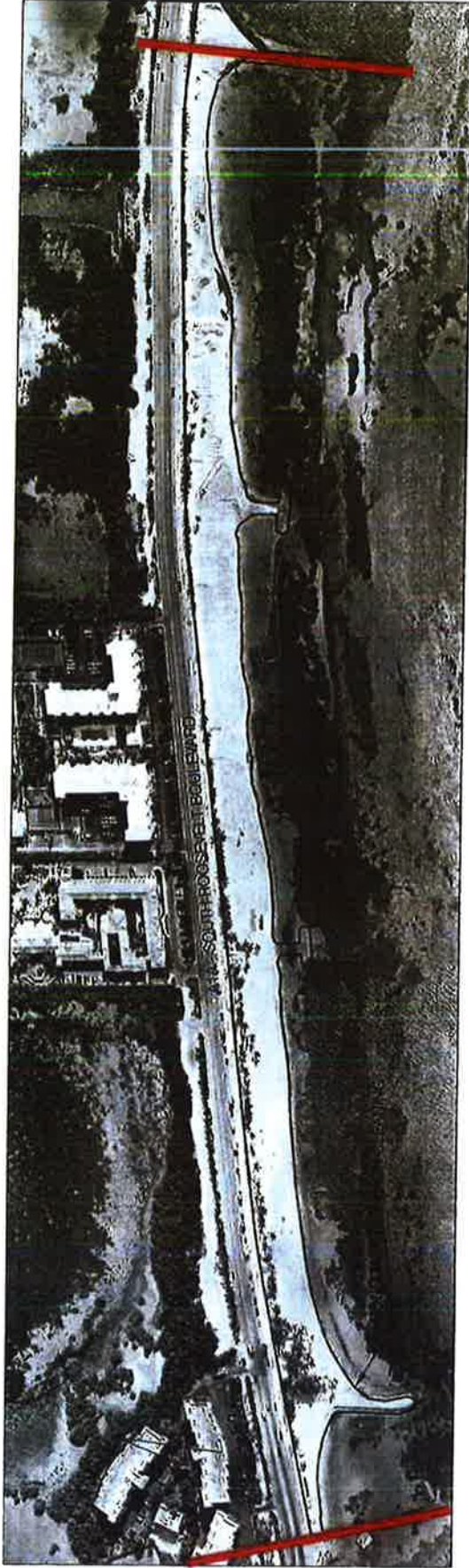


SITE BOUNDARIES



REST BEACH






Smathers & Rest Beach Limits:

Beach is cleaned to the eastern most groin line.

Beach is cleaned from water line to the south, to nearest curb line/edge of pavement.

EE&G has signed an addendum to the beach cleaning contract to clean the eastern groin when and only when requested by the City for up to 24 cleanings per year.

 City of Key West Engineering Services 604 Simonton Street Key West, FL 33040		TITLE SMATHERS, REST, & HIGGS BEACHES BEACH CLEANING	
DESIGN D. AUSTIN		APPROVED	
DATE 9/29/04		PROJECT No. PR 0428	
SCALE NTS		DWG. No. A-461	
SMITHERS BEACH SITE PLAN		DATE 9/29/04	
SHEET 1 OF 3		PROJECT No. PR 0428	

We are aware of the technical issues that have made this site inaccessible at times and we are currently working with the product vendor to resolve.

Log In

Updates to Contractor Status are done periodically. To verify if a contractor is active, please check on the Contractor Details screen that the Business Tax, State License and/or County COC, Liability Ins and Work Comp dates have not expired. If a contractor status is HOLD they are not active.

WOODS, ADRIAN B
09-30-2019
09-19-2019
09-19-2019
CGC1515204
08-31-2020

Permit Number	Permit Property	Permit Type	Issued	Status	As
17107279	31009 ATLANTIS DR	DEMO	12-22-2017	CLOSED	GC
17107280	213 KEY DEER BLVD	DEMO	12-22-2017	CLOSED	GC

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