

PROPOSAL

TO: CITY OF KEY WEST
ADDRESS: 1300 WHITE STREET
P.O. BOX 1409
KEY WEST, FLORIDA 33041

PROJECT TITLE: ITB #18-006: SMATHERS BEACH RENOURISHMENT

ENGINEERING PROJECT NUMBER: FT 19001801

BIDDER'S INFORMATION

Contact Name: Earth Tech Enterprises, Inc.
Email: CG@earthtechenterprises.com
Telephone: 239-774-1223

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, 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.

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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data that he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within ten (10) days 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 the required licenses and certificates, and will, to the extent of his Proposal, 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

The 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 ten (10) calendar days after the date of the Notice to Proceed. The contractor can expect work to occur during turtle nesting season which begins on April 15, 2018. No sand can be placed on the beaches before a turtle nesting survey has been conducted each morning by qualified personnel (e.g., Save-A-Turtle volunteers). Sand may be allowed to be placed at staging areas on the beaches if secured with proper silt fencing and approved by permitting agencies. Contractors need to submit a construction plan (including, but not limited to; staging plan, Maintenance of Traffic (MOT), equipment, and work schedule) with the bid for approval. Project shall be completed within ninety (90) calendar days from Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by the Contract within the time limit or extended time limit agreed upon in that Contract, 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 authorized under the Contract Documents, until the work shall have been satisfactorily completed as provided in the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

The Bidder hereby acknowledges that he has received Addenda No. 1 , _____ , _____ ,

_____, _____, _____. (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 proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAX

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

UNIT PRICE ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder 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 and unit 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.

BID FORM

PAYMENT AND PERFORMANCE BONDS

1. Payment & Performance Bonds Per / \$1,000 worth of Construction

| <u>Quantity</u> | <u>Unit</u> | |
|-----------------|-------------|---------------------|
| 1 | LS | \$ <u>23,240.00</u> |

2. MOBILIZATION AND DEMOBILIZATION, (includes M.O.T., Testing Services, Construction Layout, Field Engineering, General & Supplementary Conditions, Environmental Protection)

| <u>Quantity</u> | <u>Unit</u> | |
|-----------------|-------------|---------------------|
| 1 | LS | \$ <u>30,000.00</u> |

3. SMATHERS BEACH SAND (includes purchase, delivery, placement, grading of permit approved sand and all permit conditions)

| <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Extended Total</u> |
|-----------------|-------------|-------------------|------------------------|
| 20,000 | TONS | \$ <u>56.25</u> | \$ <u>1,125,000.00</u> |

4. SMATHERS BEACH TILLING

| <u>Quantity</u> | <u>Unit</u> | |
|-----------------|-------------|--------------------|
| 1 | LS | \$ <u>7,000.00</u> |

TOTAL OF ALL UNIT PRICE ITEMS LISTED ABOVE (1-4) (BASE BID)

Total of extended unit price items: \$ 1,185,240.00

One Million One Hundred Eighty Five Thousand Two Hundred Forty Dollars zero Cents
(Amount written in words has precedence)

ADDITIVE ALTERNATES

#1. SOUTH BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND (includes all costs associated with additional work)

| <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Extended Total</u> |
|-----------------|-------------|-------------------|-----------------------|
| 490 | TONS | \$ <u>67.00</u> | \$ <u>32,830.00</u> |

#2. DOG BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND (includes all costs associated with additional work)

| <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Extended Total</u> |
|-----------------|-------------|-------------------|-----------------------|
| 80 | TONS | \$ <u>67.00</u> | \$ <u>5,360.00</u> |

#3. SIMONTON BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND (includes all costs associated with additional work)

| <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Extended Total</u> |
|-----------------|-------------|-------------------|-----------------------|
| 190 | TONS | \$ <u>67.00</u> | \$ <u>12,730.00</u> |

NOTE: THE CITY MAY EVALUATE THE LOWEST BID PRICE BASED ON THE BASE BID ALONE OR WITH ANY OR ALL ADDITIVE ALTERNATES BASED ON THE ANTICIPATED INCLUSION OF THE ADDITIVE ALTERNATES.



**THE CITY OF KEY WEST
1300 White Street
Key West, FL 33040**

**ITB #18 – 006 /SMATHERS BEACH RENOURISHMENT
ADDENDUM NO. 1**

This addendum (Addendum No. 1) is issued to clarify and/or modify the previously issued Bid Documents, and is hereby made part of the Bid Documents. All requirements of the Bid Documents not modified herein shall remain in full force and effect as originally set forth. Please attach this Addendum to the Documents in your possession.

Bidders:

Comments on the Bid Documents received from perspective bidders are presented below in regular font, the City responses are provided in **bold** font. The referenced Bid Documents are hereby addended in accordance with the following items:

1. What is the current estimate/budget for the Smathers Beach Re-Nourishment project?

The budgeted amount for Smathers Beach Renourishment is \$1,200,000

2. The bid indicates the bidder must be a licensed contractor, is this a 'General Contractors' license requirement or would we qualify as a certified Florida Underground and Utilities Contractor?

The bidder must be a Licensed Contractor in the State of Florida. It shall be the bidder's responsibility to provide evidence that under Florida State Statute the State License they possess qualifies the bidder to perform the contemplated work in strict accordance with the Contract Documents

3. Is there a list of permits approved upland mines available to us?

See Part 5 – Sand Specification of ITB #18-006

4. The Corps permit lists the approved mines as, ER Jahna - Ortona, Vulcan – Witherspoon, Cemex – Davenport, Cemex - Lake Wales, Stewart – Immokalee. And the DOC/NOAA permit lists the approved sand mines as: Ortona Sand Mine and Witherspoon Sand Plant in Moorehaven, and Palmdale Sand Mine in Palmdale. It would seem that the only 2 mines that meet both of these criteria are ER Jahna Ortona, and Vulcan Witherspoon. Is this correct? Are these the only 2 approved mines?

See Part 5 – Sand Specification of ITB #18-006. All mine listed are approved upland sand sources.

5. I see the Federal and State permits, but no County permit. Is there a County permit for the project?

No Monroe County permit is required for this project.

6. On page 2 of the FDEP QA/QC plan, under Table 1-Sediment Compliance Specifications, it list a Munsell spec of "10 or lighter". But that can't be right. The Munsell chart doesn't even go to a 10. And if it did it would be "absolute white". None of the sand mines can produce "absolute white" sand.

The Munsell spec of "10 or lighter" in the permit is an error. The correct specification should read "Munsell spec of "7 or lighter"."

7. The FDEP QA/QC plan does not list a spec/range for Mean Grain Size. What is the MGS spec/range?

See the attached Sand Source Comparison Table with data provided by the mines during the permit approval process.

8. Are Turbidity Barriers a requirement for Smathers? Any possibility of a variance?

Smathers Beach is located within the Florida Keys National Marine Sanctuary (FKNMS) and is considered an Outstanding Florida Waters (OFW). Turbidity barriers are required. No variance will be issued.

9. Are there any updated surveys available? Hydrographic, Seagrass, Hardbottom, etc.? The surveys in the plans are 6 years old, and obviously do not represent current conditions. How close and where is the seagrass? hardbottom? water depths? etc. This would be helpful in properly developing a work method as well as planning how to lay out turbidity curtain.

The surveys and benthic habitat assessment/maps provided in ITB #18-006 are the most current available. A pre-construction survey and pre-construction benthic habitat assessment will be conducted prior to construction and the findings will be made available to the successful bidder. No major changes in the topography or benthic habitats are anticipated. Water depths are provided in the hydrographic surveys.

10. Please provide info on what approved staging and access areas will be provided.

The approved staging and access area is at the east service entrance to Smathers Beach. Limited staging of equipment may be approved by the City on the "bridle path" across South Roosevelt Blvd.

**Sand Source Comparison
Table**

JOINT COASTAL PERMIT APPLICATION
 SMATHERS BEACH MAINTENANCE PROJECT
 KEY WEST, FLORIDA

SAND SOURCE COMPARISON TABLE

| Parameter | Existing/Native | | | | | Proposed | | | | |
|---------------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|----------------------|----------------------|----------------------|--|--|
| | Ortona Sand Mine 2009 | Ortona Sand Mine 2010 | Ortona Sand Mine 2011 | Ortona Sand Mine 2012 | Witherspoon Sand Plant | Stewart Mine | Davenport Sand Mine | Lake Wales Sand Mine | | |
| Effective grain size (mm) | 0.209 | 0.233 | 0.238 | 0.238 | 0.238 | 0.20 | 0.17 | 0.20 | | |
| Mean Grain Size (mm) | 0.501 | 0.504 | 0.522 | 0.498 | 0.83 | 0.40 | 0.41 | 0.44 | | |
| Median Grain size D50 | 0.463 | 0.468 | 0.476 | 0.458 | 0.80 | 0.38 | 0.44 | 0.45 | | |
| Carbonate Content (%) | 0 | 0 | 0 | 0 | 1.46 | 0.52 | 0.20 | 1.90 | | |
| Munsell Color | 10YR 8/1 to 10YR 7/1 | 10YR 8/1 to 10YR 7/1 | 10YR 8/1 to 10YR 7/1 | 10YR 8/1 to 10YR 7/1 | 10YR 7/1 | 10YR 8/1 to 10YR 7/1 | 10YR 8/1 to 10YR 8/2 | 10YR 8/1 to 10YR 8/2 | | |

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

| LICENSE NUMBER |
|----------------|
| CGC016677 |

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 F.S.
Expiration date: AUG 31, 2018



GEHRING, EDWARD J
EARTH TECH ENTERPRISES INC
110 23RD AVENUE N W
NAPLES FL 34120



ISSUED: 06/21/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606210001035

Granularmetric Report

Depths and elevations based on measured values



Vulcan Materials Company
7425 West SR 78
Moore Haven, FL 33471
ph 863-287-9192

Project Name: Witherspoon
Sample Name: Beach Sand
Analysis Date: 05-08-18
Analyzed By: J Dampier

Latitude: Longitude: Coordinate System: Elevation (ft):

USCS: **SP** Munsell: **Wet - 10.5YR-8/1** Comments:

Dry Weight (g): **350.40** Wash Weight (g): Pan Retained (g): **0.00** Sieve Loss (%): Fines (%): **#200 - 0.17**
#230 - 0.17 Organics (%): Carbonates (%): Shells (%): **0.00**

| Sieve Number | Sieve Size (Phi) | Sieve Size (Millimeters) | Grams Retained | % Weight Retained | Cum. Grams Retained | C. % Weight Retained |
|--------------|------------------|--------------------------|----------------|-------------------|---------------------|----------------------|
| 3/4" | -4.25 | 19.03 | | 0.00 | 0.00 | 0.00 |
| 3/8" | -3.50 | 11.31 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | -2.25 | 4.76 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7 | -1.50 | 2.83 | 0.00 | 0.00 | 0.00 | 0.00 |
| 10 | -1.00 | 2.00 | 0.80 | 0.23 | 0.80 | 0.23 |
| 14 | -0.50 | 1.41 | 4.50 | 1.28 | 5.30 | 1.51 |
| 18 | 0.00 | 1.00 | 19.30 | 5.51 | 24.60 | 7.02 |
| 25 | 0.50 | 0.71 | 74.90 | 21.38 | 99.50 | 28.40 |
| 35 | 1.00 | 0.50 | 133.30 | 38.04 | 232.80 | 66.44 |
| 45 | 1.50 | 0.35 | 60.50 | 17.27 | 293.30 | 83.70 |
| 60 | 2.00 | 0.25 | 24.90 | 7.11 | 318.20 | 90.81 |
| 80 | 2.50 | 0.18 | 17.10 | 4.88 | 335.30 | 95.69 |
| 120 | 3.00 | 0.13 | 12.20 | 3.48 | 347.50 | 99.17 |
| 170 | 3.50 | 0.09 | 2.00 | 0.57 | 349.50 | 99.74 |
| 200 | 3.75 | 0.07 | 0.30 | 0.09 | 349.80 | 99.83 |
| 230 | 4.00 | 0.06 | 0.00 | 0.00 | 349.80 | 99.83 |

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

| | | | | | | |
|------------|----------|---------|---------|----------|----------|--------|
| Phi 5 | Phi 16 | Phi 25 | Phi 50 | Phi 75 | Phi 84 | Phi 95 |
| 2.43 | 1.52 | 1.25 | 0.78 | 0.42 | 0.21 | -0.18 |
| Moment | Mean Phi | Mean mm | Sorting | Skewness | Kurtosis | |
| Statistics | 0.88 | 0.54 | 0.73 | 0.74 | 3.94 | |

GRANULARMETRIC REPORT MIA BCH PRODUCTION GPJ FL DEP ROSS.GDT 5/8/18

SUBCONTRACTORS (PLEASE SEE ATTACHED)

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

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____



Smathers Beach Renourishment

Potential Sub-Contractor List

| Subcontractor | Scope of Responsibility |
|---|--|
| <p>Advantage Construction Group 2005 Vilano Avenue North Port, Florida 34286 (941) 323-8129</p> <p>Contact: Brando Thull - Owner</p> | <ul style="list-style-type: none"> • Beach Tilling |
| <p>Allied Trucking 10741-10761 N.W. 89th Avenue Hialeah Gardens, Fl 33018 (305) 885-4092</p> <p>Contact: Raul Smith – V.P. Sales</p> | <ul style="list-style-type: none"> • Trucking |
| <p>Vulcan Materials Company Witherspoon Mine 7425 West SR 78 Moore Haven, Florida 33471 (863) 287-9192</p> <p>Contact: Kim Thompson – Sales Manager</p> | <ul style="list-style-type: none"> • Approved Beach Sand Supplier |
| <p>Ocean Side Solutions 1700 North Orange Ave Orlando, Florida 32804 (407) 362-1522</p> <p>Contact: Joe Doto- President</p> | <ul style="list-style-type: none"> • Survey |

SURETY

International Fidelity Insurance Company whose address is
One Newark Center 20th Floor, Newark, NJ, 07102
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is: Earth Tech Enterprises, Inc.

Doing business at 6180 Federal Court

City Fort Myers State Florida Zip 33905

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

| Name | Title |
|-----------------------|---------------------------|
| <u>Chris Gehring</u> | <u>President</u> |
| <u>Butch McGovern</u> | <u>Operations Manager</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2018.

Signature of Bidder _____

Title _____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 16th day of May, 2018.

(SEAL)

Name of Corporation EARTH TECH ENTERPRISES, INC.

By:  _____

Christopher Gehring

Title: President

Attest:  _____

Secretary



Earth Tech Enterprises Beach Project Experience

South Marco Island Tropical Storm Debby Repair Project (truck in haul & placement) Completed December 2016

Marco Island, Florida

Cost \$ 571,234

Owner Contact Gary McAlpin P.E. Coastal Zone Manager
2800 North Horseshoe Drive
Naples, FL 34104
239-252-5342
GaryMcAlpin@colliergov.net

In October of 2016 Collier County Florida awarded Earth Tech a contract to haul and place **19,842 tons of beach sand** at the South end of Marco Island, Florida.

Due very tight access constraints the original design specified the use of conveyors to transport the in haul sand to beach. The plan was to place conveyors in an easement between a high rise condominium and a boardwalk used for public access to the beach.

After meeting with the project stakeholders Earth Tech brought forward that in lieu of conveyors, a series of beach mats could be placed down to create a temporary roadway. This would allow dump trucks to drive on to the beach and greatly accelerate the amount sand delivered and placed each day.

The owner and community stakeholders would not allow the closure of the sidewalks and public beach access adjacent to the project site. This presented unique challenges for staging and receiving the sand trucks. Earth Tech developed a detailed safety and maintenance of traffic plan that also included traffic lane closures.

This project included the truck haul of sand, beach transport with escorts, placement of sand, tilling, surveying, turbidity monitoring, and compliance with permits issued by FDEP, Army Corp of Engineers, UD Fish and Wildlife and FEMA. Notable on this project was the presence of the last active sea turtle nest along the West coast of Florida, which was inside the limits of project.

Despite the access constraints Earth Tech completed the entire project in ten work days.



Earth Tech Enterprises Beach Project Experience

2016 Beach Nourishment (truck in haul & placement) Completed December 2016

Naples, Florida

Cost \$ 1,923,100

Owner Contact Gary McAlpin P.E. Coastal Zone Manager
2800 North Horseshoe Drive
Naples, FL 34104
239-252-5342
GaryMcAlpin@colliergov.net

This was the second consecutive time Earth Tech was awarded the contract for Collier County's Beach Nourishment program. The scope of the project called for the **truck in- haul of approximately 116,000 tons of beach sand** from Stewart Materials Mine in Immokalee, Florida.

Collier County purchased the sand materials direct under contract with the sand mine. Earth Tech was responsible to truck the materials to the jobsite. The contract required Earth Tech to work with Collier County staff to conduct individual truck QC sampling and recording of tonnages (by truck ticket).

The area this beach nourishment was lined with high end residential condominiums and beach front resorts including the Naples Ritz Carlton. The work was done during the height of the winter tourism season. Access to the two beach segments was limited to only a single access at each location.

To accelerate the schedule, Earth Tech duplicated operations and worked both segments of the beach at the same time. This effort required extensive maintenance of traffic, daily construction of temporary routes for the public to get on and off the beach, 2 way radio communication with the offsite staging to move trucks in and out without shutting down roads or disrupting normal traffic patterns and daily communication with law enforcement agencies as it relates maintaining the approved truck travel routes

The nourishment contract requirements included beach transport with escorts, placement of sand, tilling, surveying, turbidity monitoring, dune restoration and compliance with permits issues by FDEP, Army Corp of Engineers, US Fish and Wildlife and FEMA. Earth Tech also completed the post construction surveys including required as built survey.

No beach activities were permitted the Thursday, Friday, Saturday, and Sunday of Thanksgiving

Beach nourishment activities began November 2, 2016. The contract called for substantial completion of all work by January 3, 2017. Earth Tech had the project completed and fully accepted in December 10, 2016, which was approximately 3 full weeks ahead of schedule.



Earth Tech Enterprises Beach Project Experience

2016 South End Emergency Beach Nourishment (truck in haul & placement) Completed October 2016

Longboat Key, Florida

Cost \$1,813,100

Duration: 9 days

Owner Contact: Juan Florensa, Public Works Director
600 General Harris Street
Longboat Key, Florida 34228
(941) 361-6411 ext. 2210
jflorensa@longboatkey.org

After the successful completion of the Central Key Beach re-nourishment, the Town of Long Boat Key award Earth Tech Enterprises an emergency in haul truck sand placement project in front of the Resort at Longboat Key Club. This was to start upon completion of the town's 210,000 cubic yard off shore dredging project. The contract called for Earth Tech to mobilize to the site on Monday September 19, 2016 to ensure that the work would be completed by mid October to minimize the impact to the resorts seasonal bookings. On September 2, 2016 Hurricane Herminie passed off the coast of Longboat Key, which delayed the de-mobilization of Norfolk Dredging. Earth Tech was able adjust their mobilization operations and made the required man power adjustments to allow Norfolk Dredging to simultaneously de-mobilize through our project at the South end beach therefore, eliminating schedule impacts to both projects.

This project called for the **truck in- haul of approximately 50,000 tons of beach sand** from Stewart Materials Mine in Immokalee, Florida. Access to the beach was between the Resort at Longboat Key Club and New Pass. Earth Tech provided extensive maintenance of traffic and coordination to avoid disruption to the resorts guests, staff and daily beach activities.

Earth Tech constructed a truck access corridor directly off the resort's main parking area and between two of the resorts guestroom buildings, which remained active during the project. Due to the lack of beachfront Earth Tech had to first construct a pad out into the Gulf of Mexico to build a pad for the beach mats required for stockpiling of sand and area to load off road haul trucks. Scope of work for Earth Tech Enterprises included truck haul of sand, beach transport with escorts, placement of sand, tilling, surveying, turbidity monitoring, and compliance with permits issued by FDEP, Army Corp of Engineers, UD Fish and Wildlife and FEMA. This project was done during one of most active Sea Turtle nesting seasons in history and Earth Tech's on site personnel worked extremely close with Mote Marine's turtle nest monitoring staff to ensure that beach hauls and sand placement did not impact numerous active sea turtle nests.

As with most beach nourishment projects Earth Tech's operations were Monday through Saturday 6:30 a.m. to 7:30 p.m. averaging 4,500 tons of in haul materials each day. Earth Tech completed the project in 9 days, despite the significant challenge of allowing another contractor to de-mobilize through our work area and avoided distribution to normal working operations of the resort and activities of the guests.



Earth Tech Enterprises Beach Project Experience

Central Key Beach Nourishment Project (truck in haul & placement) Completed July 2016

Longboat Key, Florida

Cost \$10,966,375

Duration: 100 days

Owner Contact: Juan Florensa, Public Works Director
600 General Harris Street
Longboat Key, Florida 34228
(941) 361-6411 ext. 2210
jflorensa@longboatkey.org

In March of 2016 Earth Tech Enterprises, Inc. was awarded a contract with the Town of Longboat Key, Florida for a **truck haul and placement of 307,000 tons of sand** for the Central Key Beach Nourishment. The project area covered approximately 8.0 miles of beach. Earth Tech selected sand from Stuart Materials in Immokalee, Florida. The truck haul routes were through downtown Sarasota and St. Armand's Circle. Once on to Longboat Key, trucks were limited to using the two lane Gulf of Mexico Drive. This required above normal maintenance of traffic planning and daily communication with the town and public safety agencies.

The nourishment contract requirements included truck haul of sand, beach transport with escorts, placement of sand, tilling, surveying, turbidity monitoring, dune restoration and compliance with permits issues by FDEP, Army Corp of Engineers, UD Fish and Wildlife and FEMA. Earth Tech also completed the pre and post construction surveys including required as built survey.

The project was broken into three segments each with an access corridor on to the beach. These corridors had limited space and during peak periods of truck traffic, Earth Tech was staging trucks at various locations on Longboat Key because the contract would not allow staging of trucks along Gulf of Mexico Drive.

Another particular challenge was the requirement that work was limited to one segment at a time. Upon completion of each segment Earth Tech was required to demobilize restore the area and then mobilize to the next segment.

Additionally, the project was underway during an extremely active Sea Turtle Nesting and Shorebird Nesting season Earth Tech worked closely with the regulatory agencies including early morning meetings with Mote Marine's Sea Turtle Nest monitoring team and the Shore bird monitoring consultant for clearance prior to the start of beach haul activities.

The Town of Longboat Key's contract called for October 19, 2019 Substantial completion and Earth Tech was substantially complete on July 13, 2016. During the (100) days on site Earth Tech hauled in and placed on average 3,070 tons of sand, which was well above the contractual minimum of 2,000 tons sand.

Earth Tech was able to achieve this schedule despite losing production days due to Tropical Storm Colin and mandatory shut downs over Memorial Day and July 4th weekends.



Earth Tech Enterprises Beach Project Experience

Naples Beach Re-nourishment (sand placement) Completed November 2014

Naples, Florida

Cost \$ 748,000

Owner Contact Gary McAlpin P.E. Coastal Zone Manager
2800 North Horseshoe Drive
Naples, FL 34104
239-252-5342
GaryMcAlpin@colliergov.net

The Collier County Board of County Commissioners contracted with Earth Tech Enterprises to place, grade and transport approximately **90,000 tons of beach quality sand** on Naples Beach to repair damages as a result of Tropical Storm Debby. This was a truck haul project with sand provided from the Stewart Mine in Immokalee, Florida. The county had a contract with another vendor to supply and deliver the sand.

Scope of work for Earth Tech Enterprises included beach transport, placement of sand, tilling, surveying, turbidity monitoring, and compliance with permits issues by FDEP, Army Corp of Engineers, UD Fish and Wildlife and FEMA.

Beach nourishment activities began November 10, 2014. The contract called for substantial completion of all work in (34) consecutive calendar days and fully completed to the point of final acceptance by the owner within seven (7) consecutive calendar days after Substantial Completion. No beach activities were permitted the Thursday, Friday, Saturday, and Sunday of Thanksgiving. The project was completed and fully accepted in December 15, 2014.



Earth Tech Enterprises Beach Project Experience

Clam Pass – Emergency Beach Repairs (dredging and upland sand placement)

Completed April 2013

Naples, Florida

Cost \$ 206,000

Owner Contact: Collier County Florida
c/o Humiston & Moore Engineers
Brett Moore, P.E. President
5676 Strand Court
Naples, Florida 34110
239-594-2021
bdm@huminstonandmoore.com

This project involved Earth Tech completing emergency repairs at Clam Pass, the inlet between Clam Bay and the Gulf of Mexico. Since January 2013 Clam Pass had been closed off from the Gulf of Mexico due to the accumulation of sand that had migrated into the channel, cutting off tidal exchange and jeopardizing the health of the Clam Bay estuary system. The U.S. Army Corp of Engineers issued Collier County a Nationwide Permit 3 for “emergency” one time dredging of the inlet. Special conditions were added to the permit to protect manatees and sea turtles. The permit also specified that dredging had to be performed from the bay side toward the Gulf of Mexico, with the final cut reconnecting Clam Bay done at low tide.

Earth Tech opted to use a series of track backhoes cut **25,000 cubic yards of sand** from the inlet to open water flow into the pass. With no land access to the upland dump sites, the materials were transported on the beach. Grading and placement of the sand had to be done at night to avoid daytime closure of the beachfront areas used by the Pelican Bay Community to South and Naples Grande Hotel to the North.



Earth Tech Enterprises Beach Project Experience

Doctors Pass – Emergency Beach Berm Nourishment (haul in with conveyors)

Completed July 2010

Naples, Florida

Cost \$90,000

Owner Contact Gary McAlpin , Coastal Zone Manager
2800 North Horseshoe Drive
Naples, FL 34104
239-252-5342
GaryMcAlpin@colliergov.net

Collier County officials declared a state of emergency to fix an eroded dune that had left two condominiums south of Doctors Pass in Naples vulnerable to hurricanes. Collier County hired Earth Tech because of their previous experience with beach nourishment projects. This was a **10,000 ton truck haul** project with sand provided from the Stewart Mine in Immokalee, Florida. Access to the beach work area was severely restricted and sand placement to the work area was done using a series of conveyors. Additional challenges Earth Tech overcame include working through daily summer storms, protection of existing dune vegetation and coordination of work with regulatory agencies to avoid disruption to active sea turtle nests that were within projection area.

FLORIDA BID BOND

BOND NO. IFICETE-26

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that Earth Tech Enterprises, Inc.
6180 Federal Court, Fort Myers, FL 33905

hereinafter called the PRINCIPAL, and International Fidelity Insurance Company
a corporation duly organized under the laws of the State of New Jersey having
its principal place of business at One Newark Center, 20th Floor, Newark, NJ 07102

_____ in the State
of New Jersey and authorized to do business in the State of Florida, as SURETY, are held
firmly bound unto hereinafter called the Obligee, in the sum of Five Percent of Bid Amount**
_____ DOLLARS (\$ 5% of bid amount**)

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 or Proposal for: ITB #18-006:
SMATHERS BEACH RENOURISHMENT / FT 19001801, said Bid Proposal, by reference
thereto, being hereby made a part hereof.

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

ITB #18-006: SMATHERS BEACH RENOURISHMENT / FT 19001801

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check,
certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid
as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with
the Owner for the performance of said Contract, within 5 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 5
working days after written notice of such acceptance, enters into a written Contract with the
OBLIGEE 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

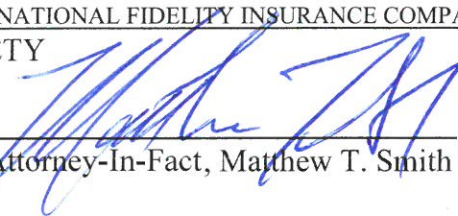
demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 16th day of May, 2018.

EARTH TECH ENTERPRISES, INC.
PRINCIPAL

By: 
Christopher Gehring, President

INTERNATIONAL FIDELITY INSURANCE COMPANY
SURETY

By: 
Attorney-In-Fact, Matthew T. Smith

Bond # IFICETE-26

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

MATTHEW T. SMITH

Fort Myers, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2016



STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 16, 2018

Maria H. Branco, Assistant Secretary

**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 OFFICE
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB #18-006 for
SMATHERS BEACH NOURISHMENT

2. This sworn statement is submitted by EARTH TECH ENTERPRISE, INC.
(Name of entity submitting sworn statement)
whose business address is 6180 FEDERAL COURT FORT MYERS, FLORIDA 33905
and (if applicable) its Federal
Employer Identification Number (FEIN) is 59-3679652 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is CHRISTOPHER GEHRING and my relationship to
(Please print name of individual signing)
the entity named above is PRESIDENT.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a 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.)

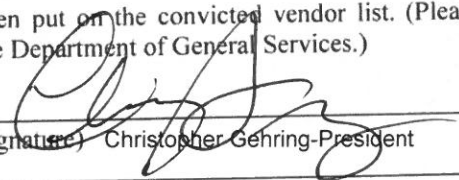
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has 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) Christopher Gehring-President

(Date) May 16, 2018

STATE OF Florida

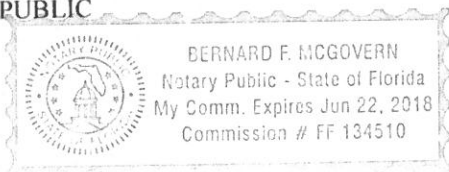
COUNTY OF Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Christopher Gehring who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 16th day of May, 2018.

My commission expires: June 22, 2018
NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

The CONTRACTOR shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this agreement. Except as specifically provided herein, this agreement does not require CONTRACTOR to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, CONTRACTOR shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

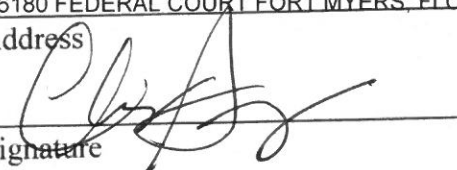
The indemnification provided above shall obligate CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

The CONTRACTOR's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the CONTRACTOR's limit of or lack of sufficient insurance protection.

CONTRACTOR: EARTH TECH ENTERPRISES, INC

SEAL:

6180 FEDERAL COURT FORT MYERS, FLORIDA 33905
Address


Signature

CHRISTOPHER GEHRING
Print Name

PRESIDENT
Title

DATE: MAY 16, 2018

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

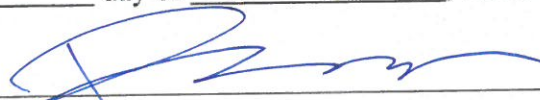
STATE OF FLORIDA)
 : SS
COUNTY OF LEE)

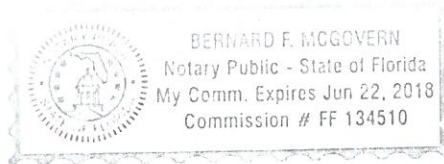
I, the undersigned hereby duly sworn, depose and say that the firm of EARTH TECH ENTERPRISES, INC. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: 
CHRISTOPHER GEHRING

Sworn and subscribed before me this

16th day of May, 2018.


NOTARY PUBLIC, State of Florida at Large

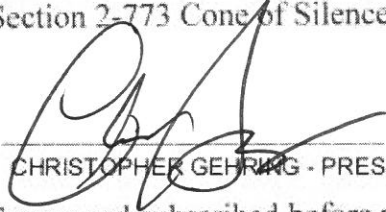


My Commission Expires: June 22, 2018

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF LEE)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of EARTH TECH ENTERPRISES, INC, 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 (attached).



CHRISTOPHER GEHRING - PRESIDENT
Sworn and subscribed before me this

_____ Day of _____, 2018.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

Sec. 2-773. Cone of Silence

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publicly noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

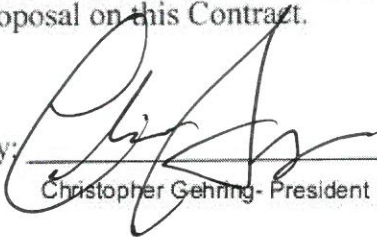
(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

NON-COLLUSION AFFIDAVIT

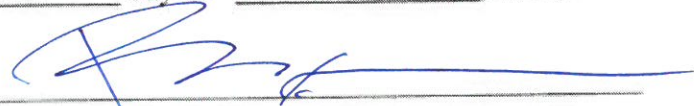
STATE OF Florida)
 : SS
COUNTY OF Lee)

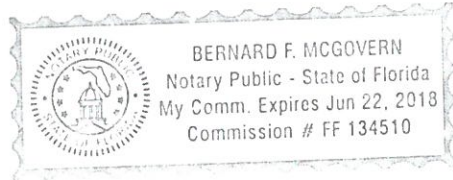
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection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

By: 
Christopher Gehring - President

Sworn and subscribed before me this

16th day of May, 2018.


NOTARY PUBLIC, State of Florida at Large



My Commission Expires: June 22, 2018

LOBBYING RESTRICTIONS

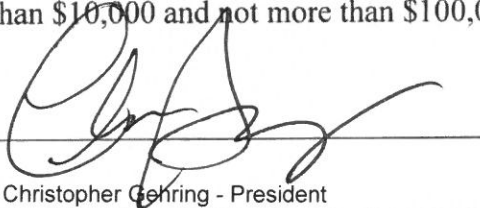
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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



Christopher Gehring - President

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

May 16, 2018

Date



May 16, 2018

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

**RE: ITB #18-006
Smathers Beach Nourishment**

To whom it may concern,

This letter shall serve as acknowledgement of compliance with the following federal regulation regulations on pages 67-72 of the Supplementary Conditions:

- Access by Grantee
- Copyrights
- Disadvantaged Business Enterprises (DBE)
- Energy Policy & Conservation Act
- Equal Employment Opportunity
- Contract Hours & Safety Standards
- Clean Air Act
- Federal Water Pollution Control Act
- Disbarment & Suspension
- Byrd Anti-Lobbying Amendment
- Procurement of Recovered Materials
- Retention of All Records
- Additional Federal Regulations

Sincerely,
Earth Tech Enterprises, Inc.

Christopher Gehring- President

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 the bid.)

- All Contract documents thoroughly read and understood.
- All blank spaces in Bid Form filled in, using black ink.
- Total and unit prices added correctly.
- Addenda acknowledged (if applicable).
- Subcontractors (if applicable) are named as indicated in the Proposal.
- Experience record included.
- Bid signed by authorized officer.
- Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
- Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
- 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.
- Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, one (1) original and two (2) USB drives, each containing a single complete PDF file.
- Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
- Other forms listed below.

Bidders shall cite compliance with these required Contract Provisions and shall include the following EXECUTED documents with bid:

- Anti-Kickback Affidavit.
- Public Entity Crimes.
- City of Key West Indemnification Form.
- Equal Benefits for Domestic Partners Affidavit.
- Non-collusion Affidavit.
- Cone of Silence Affidavit.
- Lobbying Restrictions Certification

Failure to include the above forms may result in a determination that the proposal is nonresponsive.

Additionally, a signed bid shall indicate acknowledgement and compliance with the following federal regulations on pages 67-72 of the Supplementary Conditions:

- Access by Grantee
- Copyrights
- Disadvantaged Business Enterprises (DBE)
- Energy Policy & Conservation Act
- Equal Employment Opportunity
- Contract Hours & Safety Standards
- Clean Air Act
- Federal Water Pollution Control Act
- Disbarment & Suspension
- Byrd Anti-Lobbying Amendment
- Procurement of Recovered Materials
- Retention of All Records
- Additional Federal Regulations