



Underwater Engineering Services, Inc.

ITB #: 020-16

Due: June 8, 2016 at 3:30pm

City of Key West Key West Bight Shoreline Protection



BID FORM

To: City of Key West, Florida
Address: 3126 Flagler Avenue, Key West, Florida 33040
Project Title: **KEY WEST BIGHT SHORELINE PROTECTION**
Project No.: ITB #020-16

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

Company Name: Underwater Engineering Services, Inc.
Contact Name & Telephone #: Andrew Connelly (772)337-3116
Email Address: aconnelly@uesi.com / tpeterson@uesi.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

CONTRACT EXECUTION

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

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within ninety (90) calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 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 Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM WORK ITEMS

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

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

BID SCHEDULE

KEY WEST BIGHT SHORELINE PROTECTION

LUMP SUM BID PRICE

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

1. Repairs and shoreline rip-rap protection per Stantec plans (includes all labor equipment and material, including mobilization, demobilization and demolition)

1 LS \$ 173,101.00

2. General Supplemental Conditions and Permits

1 LS \$ 1,820.00

3. Performance / Payment Bond

1 LS \$ 3,000.00

4. Safety Act

1 LS \$ 3,806.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 – 4 \$ 181,727.00

One hundred eighty-one thousand, seven hundred twenty-seven Dollars & 00 Cents
(amount written in words)

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

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

Mobilization	\$14,684.00
General Conditions - Permits	\$1,820.00
Safety & MOT	\$3,806.00
Removal & Excavation	\$62,522.00
Rip Rap	\$81,760.00
Demobilization	\$14,135.00

SUBCONTRACTORS

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

Surveying
Portion of Work

Island Surveying, Inc.
Name

3152 Northside Drive, Suite 200, Key West, Florida, 33040
Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

SURETY

Allied World Insurance Company _____ whose address is

30 S. 17th Street, Suite 1600 _____, Philadelphia _____, PA _____, 19103
Street City State Zip

(516)869-8788 _____ PG Genatt Group, LLC
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is _____ Underwater Engineering Services, Inc.

doing business
at

3306 Enterprise Road _____, Fort Pierce _____, Florida _____, 34982
Street City State Zip

aconnelly@uesi.com / tpeterson@uesi.com
email address

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

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

Name	Title
_____ Charles Vallance	_____ President
_____ John Glanville	_____ Vice President
_____ Rex Wamsher	_____ Vice President
_____ Robert Walcheski	_____ Secretary/Treasurer

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this n/a day of n/a 20 .

n/a
Signature of Bidder


n/a
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 6th day of June 2016.

(SEAL)

Underwater Engineering Services, Inc.
Name of Corporation

By 

Title Vice President

Attest 
Secretary Robert Walcheski

EXPERIENCE OF BIDDER

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

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

St. Lucie County Artificial Reef, Building Rock Boulder Artificial Reef	\$292,331.00
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Subcontractor to McCulley Marine, Boo McCulley (772)216-4482	
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Miami-Dade Public Works, Coral Gables Waterway Stabilization	\$708,657.53
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Rip Rap and Canal Bank Stabilization	
--------------------------------------	--

Mercedes Barreras (305)375-1733	
---------------------------------	--

Florida Power & Light, Sanford Plant Canal Bank Stabilization and Slope Revetment	
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Subcontractor to Geotechnical Foundation Systems	
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Jon Beck (407)644-4600	\$1,095,808.00
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* * * * *

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF St. Lucie)

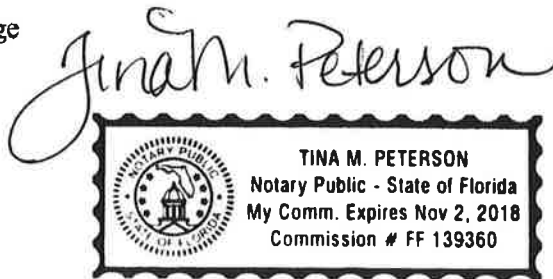
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Rex Wamsher

Sworn and subscribed before me this 6th day of June 2016.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/02/18



* * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for Key West Bight Shoreline Protection

2. This sworn statement is submitted by Underwater Engineering Services, Inc.
(name of entity submitting sworn statement)

whose business address is 3306 Enterprise Road, Fort Pierce, Florida 34982

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2405375

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement n/a

3. My name is Rex Wamsher
(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 of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

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

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

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

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

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

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

[Signature]
(signature)

June 6, 2016
(date)

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Rex Wamsher who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 6th day of June, 20 16.

My commission expires: 11/02/18



Tina M. Peterson
NOTARY PUBLIC
22

Shoreline Protection
Required Forms

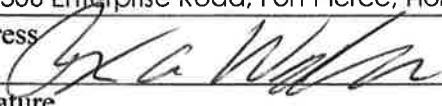
CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

VENDOR: Underwater Engineering Services, Inc.

SEAL:

3306 Enterprise Road, Fort Pierce, Florida 34982
Address


Signature

Rex Wamsher
Print Name

Vice President
Title

DATE: June 6, 2016

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF St. Lucie)

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

Underwater Engineering Services, Inc.

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

By: _____

Rex Wamsher

Sworn and subscribed before me this 6th day of June 20 16.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/02/18



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF St. Lucie)

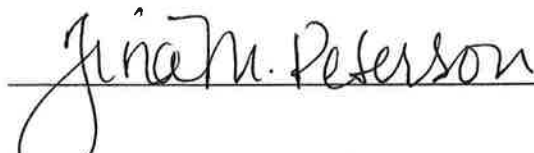
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Underwater Engineering Services, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code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

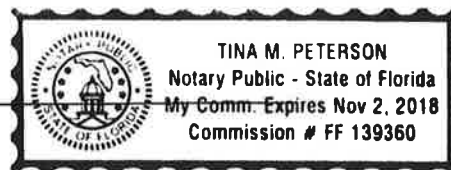
By: _____


Rex Wamsher

Sworn and subscribed before me this

6th day of June, 2016.


NOTARY PUBLIC, State of _____



Florida at Large

My Commission Expires: 11/02/18

* * * * *

**LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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 proposals.
- Not a local vendor pursuant to Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances 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.

Business Name Underwater Engineering Services, Inc. Phone: (772)337-3116

Current Local Address: n/a Fax: (772)337-0294
(P.O Box numbers may not be used to establish status)
3306 Enterprise Road, Fort Pierce, Florida 34982

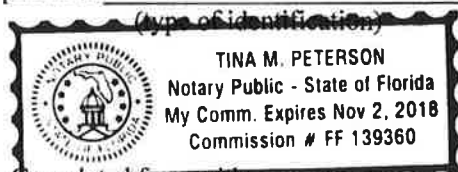
Length of time at this address 6 years

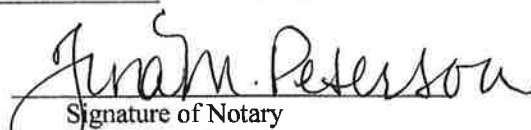

Signature of Authorized Representative

June 6, 2016
Date

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 6th day of June, 2016.
By Rex Wamsher, of Underwater Engineering Services, Inc.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)




Signature of Notary
Tina M. Peterson
Print, Type or Stamp Name of Notary

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

Notary
Title or Rank

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 ☒
2. All blank spaces in Bid filled in black ink. ☒
3. Total and unit Prices added correctly. ☒
4. Addenda acknowledged. ☒
5. Subcontractors are named as indicated in the Bid. ☒
6. Experience record included. ☒
7. Bid signed by authorized officer. ☒
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond. ☒
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. ☒
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award. ☒
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. ☒
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. ☒
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification ☒
Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification;

CITY OF KEY WEST

3126 Flagler Avenue

Key West, FL 33040

ADDENDUM NO. 1 KEY WEST BIGHT SHORELINE PROTECTION / ITB #020-16

This Addendum is issued as supplemental information to the bid package for clarification or amending of certain matters of both a general and a technical nature. The referenced Invitation to Bid package is hereby added in accordance with the following items:

ITB Questions Submitted

1. Is the contractor allowed to do work from water instead of upland areas to minimize conflicts with the existing utilities?
Per the permit requirements, all work shall be performed from landside only.
2. Is there any City of Key West approved disposal site to dump the riprap debris?
It is contractor's full responsibility for disposal of all debris.
3. Please clarify the major scope of work for this project is to remove all the existing riprap and replace it with new riprap?
Yes, scope of work is to remove all existing riprap and replace with new, including all debris encountered, see page 67 of the Contract documents.
4. Refer to drawing C-5 notes for Sequence of Work; is the contractor allowed to reuse existing riprap?
Bid to be based on full replacement of riprap. The City reserves the right to coordinate re-use of any existing material after contract award.
5. Refer to drawing C-4 and C-5; clarify does the scope of work requires only to remove and replace the riprap as per the quantities mentioned in note 1 and note 2?
Refer to question #19.
6. Refer to sheet C-6 and specs section 02510; clarify the minimum thickness of blanket as in drawing it is between 2' to 3' varies per section but in specs minimum blanket thickness is 3.5'.
Use 3.5' thickness per Specs 02510.
7. Please provide the location for staging area to stock pile materials.
Please refer to page C4 on plans.
8. Kindly provide specs for non-woven geotextile.
Please refer to FDOT Section 985.
9. Besides the permit(s) attached with the bid documents, kindly provide the details of other permits required to be obtained by the contractor?
A City of Key West Right-of-Way permit will also be required.

10. Refer to bid schedule item 4 "Safety Act"; kindly provide the pay item description.
The full description is "Compliance with OSHA Trenching and Excavation Safety Act".
11. Refer to drawing C5; provide the specs for sub grade material which is going to be placed under the riprap.
Use a well-grated mixture of clean aggregate stone size so that 50% is larger than a rock diameter of 3.66" to a maximum of 5.5" with a minimum blanket thickness of 8.25".
12. Due to limited working space on uplands is the contractor allowed to partially close down Trumbo Road?
Trumbo is access to the Coast Guard base and cannot be closed. Although the City may allow a lane closure with appropriate MOT.
13. Kindly provide the names of marine life authorizations discussed before the beginning of the site visit. Is there any fee required to obtain these authorizations?
The project was authorized by the Florida Keys National Marine Sanctuary to the City of Key West. There are no fees associated with this authorization. All environmental permits are in place.
14. There are existing steel pipe piles and timber piles on site. Is the contractor responsible to remove and dispose these piles?
Steel piles and wood piles will be removed by others prior start of construction.
15. There is an existing mangrove within the construction limit, is the contractor allowed to remove this mangrove? Is there any permit required to remove the mangrove?
Yes. The permits to remove the mangroves have been issued to the City of Key West. All environmental permits are in place.
16. What are the licensing requirements for this job? Is the contractor required to hold an active state of Florida General Contractor's license?
Contractor is required to hold a minimum of a General Service Contractors license for riprap, excavation or similar activity.
17. If all operations are land based as specified, is longshoreman's insurance required?
Yes
18. Please clarify that none of the existing materials such as rip rap rock/ broken concrete are to be used in new construction.
Refer to question #4.
19. Plan sheets C4, C5 and C8 have tables indicating the total area of new rip rap to be 2966 square feet and a volume of 136 cubic yards. The specification 02510 Shoreline Protection – Rip Rap, Part 2, 2.1 has the minimum blanket thickness in feet for the Rip Rap shown at 3.5 feet. If you take the area given of 2966 square feet times the thickness required by the specification, the volume would be 384.48 cubic yards. Which is correct the volume of 136 cubic yards or the volume of 384.48 cubic yards?
Use 384.48 cubic yards.
20. Plan sheet C5, Shoreline Protection Typical Section, shows armor stone, clean subgrade material and non-woven textile fabric. There is no specification for the clean subgrade

material or a thickness this layer needs to be. Can you provide a specification and thickness for this material and how it relates to the Rip Rap?

Refer to question #11.

21. Specification Section 02510 Shoreline Protection, Section 3.2 Subgrade Preparation, states "When fill to subgrade lines is required, it shall consist of approved material." What is an approved material? Is it different from the clean subgrade material referenced in Question 20?

Refer to question #11.

22. Plan sheet C7 has a table labeled Riprap area and Volume Summary; do you have a table for the earthwork cut and fills shown on the cross sections provided?

No.

23. It looks like in order to perform the work construction equipment may be operating from the roadway. Are we allowed to close the road during construction?

Refer to question #12.

24. Will the overhead power lines directly above the work area be de-energized for construction?

No.

25. Are there any restrictions working in the Navy Security Zone.

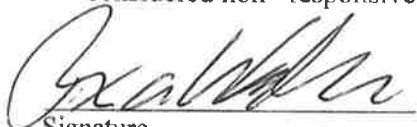
There is no restriction.

ITB Revised ITB Documents

The following Specification Page(s) have been revised and are included herein for replacement of corresponding Pages in the ITB Documents.

Supplemental Conditions page 59 Article 39 "Codes, Ordinances, Permits, and Licenses"
Article 39.B.1: Delete reference to Engineering Contractor Class I License

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


Signature

Underwater Engineering Services, Inc.
Name of Business

Bid Bond

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that Underwater Engineering Services, Inc.

hereinafter called the PRINCIPAL, and Allied World Insurance Company

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

having its principal place of business at 30 S. 17th St., Suite 1600, Philadelphia, PA 19103

_____ in the State of Pennsylvania,

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

the City of Key West

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

_____ DOLLARS (\$ 5%

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Shoreline Protection, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE

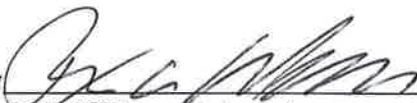
for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #020-16 KEY WEST BIGHT SHORELINE PROTECTION


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

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

Signed and sealed this 1st day of June, 2016.

By 
PRINCIPAL-Underwater Engineering Services, Inc.

Allied World Insurance Company
SURETY

By 
Attorney-In-Fact Dana L. Donahue



Allied World Surety
 Division of Allied World Insurance Company
 30 S. 17th St., Suite 810
 Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: March 30, 2016

No. 46627-A1005

Single Transaction Limit: \$25,000,000

KNOW ALL MEN BY THESE PRESENTS:

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

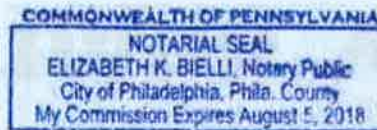
NAME(s): Dana L. Donahue David M. Donato

FIRM: Surety - Mid-Atlantic Region 30 South 17th Street Suite 1600 Philadelphia, PA 19103

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 30th day of March, 2016



[Signature]
 Title: Senior Vice President - Surety

State of Pennsylvania)
 County of Philadelphia)ss.

On this 30th day of March, 2016, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

[Signature]
 Notary
 My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, **Timothy J. Curry**, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 30th day of June, 2016.

[Signature]
 Timothy J. Curry, Secretary

Licenses



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

GREENMAN, STEVE BEECHER
UNDERWATER ENGINEERING SERVICES INC
3306 ENTERPRISE ROAD
FORT PIERCE FL 34982

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC1507554	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



GREENMAN, STEVE BEECHER
UNDERWATER ENGINEERING SERVICES INC
3306 ENTERPRISE ROAD
FORT PIERCE FL 34982



2015 / 2016

ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT

RECEIPT # 1009626

CHRIS CRAFT, ST. LUCIE COUNTY TAX COLLECTOR

FACILITIES OR
MACHINES

/

ROOMS

SEATS

EMPLOYEES 10

EXPIRES SEPTEMBER 30, 2016

TYPE OF BUSINESS 7399 PROFESSIONAL MISC (CONSULTING
ENGINEER)

BUSINESS/ Underwater Engineering Services Inc

DBA NAME

MAILING Underwater Engineering Services Inc
ADDRESS 3306 Enterprise Rd #100
Fort Pierce, FL 34982BUSINESS 3306 Enterprise Rd #100
LOCATION Fort Pierce, FL 34982
City of Fort Pierce

RENEWAL	
ORIGINAL TAX	\$27.55
PENALTY	
COLLECTION COST	
TOTAL	\$27.55

Paid 09/17/2015 27.55

0117-20150917-006978

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Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

Underwater Engineering Services Inc
3306 Enterprise Rd #100
Fort Pierce, FL 34982

No. 16-00022047

CITY OF FORT PIERCE BUSINESS TAX RECEIPT

2016 - 2017

100 N. U.S. # 1 - Fort Pierce, FL - 34950
772-467-3000

BUSINESS

NAME UNDERWATER ENGINEERING SERVICE UNDERWATER ENGINEERING

MAILING

PRINCIPAL

ADDRESS 3305 ENTERPRISE RD STE 100 LOCATION 3305 ENTERPRISE RD 100

FT PIERCE

FL 34982

PHONE 887-3115

may hereby engage in the following business, profession or occupation.

CLASSIFICATION: 087 CONTRACTORS, GENERAL OR SPECIALTY
COMMERCIAL UNDERWATER CONSTRUCTION

IN THE CITY OF FORT PIERCE, FLA. FOR THE PERIOD BEGINNING ON THE 1ST DAY OF OCTOBER AND ENDING SEPTEMBER 30.

ISSUED SEPTEMBER 22 2015

This Receipt becomes null and void if business name, classification, ownership or address is changed.

I understand and agree that issuance of a Business Tax Receipt **does not** allow occupancy, nor exempt the possessor from compliance with any City Code or Ordinance. Receipt may be revoked in accordance with Section 9-29.

Linda W Cox (SEAL)
CITY CLERK

TAX AMOUNT \$ 127.34

NEW / RENEWAL FEE \$ 5.00

PENALTY \$.00

TOTAL \$ 132.34

THIS RECEIPT MUST BE PROMPTLY POSTED FOR PUBLIC VIEW

State of Florida

Department of State

I certify from the records of this office that UNDERWATER ENGINEERING SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on April 13, 1984.

The document number of this corporation is G96204.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 7, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2016*



Ken Detjen
Secretary of State

Tracking Number: CC0529338134

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

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

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: KARL HUCKE PHONE (A/C, No., Ext): 516-869-8788 E-MAIL ADDRESS: mbuonomo@genattgrp.com FAX (A/C, No):														
INSURED Underwater Engineering Services, Inc. 3306 Enterprise Road Suite 203 Fort Pierce FL 34982	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Philadelphia Indemnity Insurance Co</td><td>18058</td></tr><tr><td>INSURER B: Endurance American Insurance C</td><td>10641</td></tr><tr><td>INSURER C: StarNet Insurance Co.</td><td>40045</td></tr><tr><td>INSURER D: Commerce & Industry Insurance</td><td>19410</td></tr><tr><td>INSURER E: Great American Insurance Compa</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Co	18058	INSURER B: Endurance American Insurance C	10641	INSURER C: StarNet Insurance Co.	40045	INSURER D: Commerce & Industry Insurance	19410	INSURER E: Great American Insurance Compa		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 322255360**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			OMH8915785	2/28/2016	2/28/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1460720	2/28/2016	2/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000			OMX10004639802 BOUMA160174	2/28/2016 2/28/2016	2/28/2017 2/28/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			WC1615975	2/28/2016	2/28/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Maritime			WC1615975	2/28/2016	2/28/2017	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(F) HULL POLLUTION - GREAT AMERICAN INS. CO. POLICY#OMH3491629 02/28/16-2/28/17 \$5,000,000 LIMIT
(G) P&I/HULL LIABILITY - GREAT AMERICAN INS. CO. POLICY#OMH8915912 02/28/16-2/28/17 \$1,000,000 LIMIT
US LONGSHORE & HARBOR WORKERS ACT COVERAGE IS PROVIDED UNDER FORM NUMBER WC000106A
(H) INLAND MARINE - AGCS MARINE INSURANCE COMPANY POLICY#MXI93048261 2/28/16-2/28/17 \$500,000 FOR LEASED/RENTED EQUIPMENT \$1,000 DEDUCTIBLE

EVIDENCE OF INSURANCE**CERTIFICATE HOLDER****CANCELLATION** 30 day notice applies

EVIDENCE OF INSURANCE * * * * *	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Drug-Free Workplace



DRUG FREE WORKPLACE

HANDBOOK

FOR

EMPLOYEES

OF

UNDERWATER ENGINEERING SERVICES, INC.

DRUG-FREE WORKPLACE COMPANY POLICY

Recognizing that substance abuse (including alcohol) is a detrimental problem facing society, this company will do the best we can to actively fight this problem. One of the ways we are addressing this problem is by implementing and maintaining a substance abuse policy to ensure the company will be a drug-free workplace.

We understand employees and applicants under a physician's care may be required to use prescription drugs; however, illegal use of prescribed medications is also substance abuse and will be dealt with in the same manner as the abuse of illegal substances. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage those who abuse drugs and/or alcohol to voluntarily seek help. This policy contains an employee assistance resource file which allows employees and their families to find help in dealing with alcohol or drug abuse. However, it is the employee's responsibility to seek help before drug and alcohol problems lead to disciplinary action.

Legal Drug: Includes prescribed drugs and over-the-counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug: Any drug: (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; or (c) which is being used in a manner or for a purpose other than as prescribed.

This company's Standard of Conduct requires that employees of this company shall not use illegal drugs or abuse alcohol or prescription medications. Any employee determined to be in violation of this policy is subject to disciplinary action, even for the first offense. In order to maintain this standard, this company shall establish and maintain the program and rules set forth below, under Florida statutes 440.101 and 440.102.

A. Post-Offer Job Applicant Screening

This company will conduct post-offer drug tests designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit to the required drug test, tampers with or adulterates a drug test specimen or has a confirmed positive drug test result; he/she forfeits his/her eligibility for employment.

B. Current Employee Screening

This company will conduct drug and/or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc., either on or off the job. It shall be a condition of continued employment that all employees submit to a drug and/or alcohol screen in accordance with the provisions listed below. This company may suspend employees without pay, under this policy, pending the results of a drug and/or alcohol test or investigation.

1. Reasonable Suspicion Testing

"Reasonable suspicion testing" means drug and/or alcohol testing based on an employer's belief that an employee is using or has used drugs in violation of the employer's policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and/or alcohol use.

Whenever possible, the supervisor who is suspicious of an employee's behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee will be required to undergo drug and/or alcohol testing at a laboratory chosen by the company.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:

- a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use, provided by a reliable and credible source.
- d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
- e. Information that an employee has caused, contributed to, or been involved in an accident while at work.
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

If an employee is arrested for or convicted of a drug-related crime, this company will investigate all of the

circumstances, and company officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment, an employee must notify the company's manager of Human Resources of any criminal drug statute arrest or conviction within five (5) days of such arrest or conviction.

2. Accident and Injury Procedures

Any employee involved in a work related accident, which requires medical treatment, above and beyond first-aid, must first receive treatment. The employee must then submit to a post-accident drug screen. A post-accident alcohol test may apply. The employee must report for testing to the designated collection site within 24 hours of the accident, if the drug and/or alcohol collection is not performed following treatment. Failure to do so will be considered a refusal to test, resulting in immediate termination.

3. Routine Fitness-for-duty

This company must require an employee to submit to a drug test IF the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of this company's established policy OR that is scheduled routinely for all members of an employment classification or group. Employees subject to any routine fitness-for-duty testing will be notified in writing and be required to sign a routine fitness-for-duty consent form.

4. Return to work and Follow-up drug testing

If an employee in the course of employment voluntarily enters an employee assistance program for drug-related problems, or an alcohol/drug rehabilitation program, this company must require the employee to submit to a drug and/or alcohol test as a follow-up to such program. Follow-up testing must be conducted at least once a year for a two (2) year period after completion of the program. Advanced notice of a follow-up testing date must not be given to the employee to be tested.

5. Random Testing

This company may conduct random drug testing, as stated in Florida Statutes 440.102. A third-party company designated by this company will generate a computerized random list of employees who would be required to submit to a random drug screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests.

C. Basis for Discipline or Termination

1. Illegal Drug Use and Alcohol Abuse

Any employee using, selling, purchasing, possessing, soliciting or distributing illegal drugs and/or unauthorized alcoholic beverages on company property or company business will be in violation of this policy, resulting in immediate termination of employment. Any employee who has a confirmed positive drug and/or alcohol test, as determined under Florida Administration Codes 59A-24 listed below, will be subject to the company disciplinary action, as outlined in the company Employment Acknowledgment Agreement Form.

Table of Positive Drug Levels In Urine					
Drug to Be Tested For:					
Drug	Initial	Confirmation	Drug	Initial	Confirmation
Alcohol (blood)	.04 g/dL	.04 g/dL	Barbiturates	300 ng/ml	150 ng/ml
Amphetamines	1,000 ng/ml	500 ng/ml	Benzodiazepines	300 ng/ml	150 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml	Methaqualone	300 ng/ml	150 ng/ml
Cocaine	300 ng/ml	150 ng/ml	Methadone	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	2000 ng/ml	Propoxyphene	300 ng/ml	150 ng/ml
Phencylidine	25 ng/ml	25 ng/ml			

Any employee who has a confirmed positive drug and/or alcohol test may forfeit eligibility for medical and indemnity benefits under Florida's Worker's Compensation Law (Florida Statutes 440.101 and 440.102) and may also forfeit unemployment benefits, under Florida law.

2. Refusal to Test

Any employee who refuses to submit to a required drug and/or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and/or alcohol specimen, will be considered a refusal to test, resulting in termination of employment. Any employee who refuses to test, tampers with or adulterates a drug and/or alcohol specimen, will automatically forfeit eligibility for medical and indemnity benefits under Florida's Worker's Compensation Law (Florida Statutes 440.101 and 440.102) and will also forfeit unemployment benefits under Florida law.

D. Confidentiality

1. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the employer through a drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except

in accordance with this Rule, in determining compensability under Chapter 440.101 & 440.102 FL. Statutes.

2. Employers, testing laboratories, employee assistance programs, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriate by a professional licensing board in related disciplinary proceedings.

The consent form must contain, at the minimum, the following:

- a. The name of the person authorized to obtain the information.
 - b. The signature of the person authorizing release.
 - c. The purpose of the disclosure.
 - d. The duration of the consent.
 - e. The precise information to be disclosed.
3. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceeding.
 4. Nothing herein shall be construed to prohibit the employer, agent of the employer, or laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to the company or its agents defense in a civil or administrative matter.

E. Prescription and Non-Prescription Medications

This company will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical Review Officer both prior to and after the drug or alcohol test. No prescription drug shall be brought upon the premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication which may alter the employee's physical or mental ability, prior to commencing work. This company retains the right to change the employee's job assignment during the term of treatment.

F. Drugs To Be Tested For: Common and Chemical Name

Over-the-counter and prescription drugs which could alter or affect the outcome of a drug test:

ALCOHOL: (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 10% (20 proof) ethyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: (bennies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphedamine, Desoxyn, Dexedrine, Direx.

CANNABINOIDS: (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc.) Marinol (Dronabinol, TEC).

COCAINE: (coke, crack, blow, nose candy, toot, snow) Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE: (PCP, angel dust) Not legal by prescription.

METHAQUALONE: (ludes, qualude, optimil, parest) Not legal by prescription.

OPIATES: (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guituss AC, Novahistine DM, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin, etc.

BARBITURATES: (barbs, rainbows, downers, golfballs, reds, blues) Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

BENZODIAZEPINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE: Dolphine, Methadose

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

This company will test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pcp, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

G. Challenge to Test Results

1. A requirement of a drug-free workplace program is that within five working days after receiving notice of positive, confirmed test result, the employee must be allowed to submit information to the Medical Review Officer explaining or contesting the test results. If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days that the explanation is unsatisfactory and be given a copy of the positive test results. All documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.
2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge

or Compensation Claims pursuant to Chapter 440 F.S., or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

H. Employee's Responsibility

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the Medical Review Officer and the sample shall be retained by the laboratory until the case is settled.

I. Laboratory Assistance

The Medical Review Officer, designated by this company, shall provide clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results which could have been caused by prescription or non-prescription medication taken by the employee. Additionally, employees and job applicants have the right to consult the laboratory for technical information regarding prescription or non-prescription medication.

J. Employee Protection

1. Upon implementation of a drug-free workplace program, the employer shall detail in writing within seven (7) days after testing an employee who had exhibited suspicious behavior, the circumstances leading to a determination of reasonable suspicion of drug and/or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (1) year.
2. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done at another AHCA licensed or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of the sample to be re-tested, and for the integrity of the chain-of-custody during the transfer.
3. The testing laboratory may not disclose any information concerning the health or mental condition of the tested employee.
4. This company may not request or receive from any testing facility any information concerning the personal health, habits, or condition of the employee or job applicant, including the presence or absence of HIV antibodies in that person's body fluids.
5. This company may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test. All initial positive results are automatically subject to a GC/MS confirmation test before any results are reported to the Medical Review Officer.
6. This company may not discharge, discipline or discriminate against an employee solely on the employee's voluntary seeking of treatment while employed by the company for a drug-related incident, if the employee has not previously tested positive for the drug, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program.

K. Investigation

To ensure that illegal drugs and alcohol do not enter or affect the workplace, this company reserves the right to search all vehicles, containers, lockers, or other items on this company's property in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon this company's request. Searches will be conducted only where this company has reason to believe that the employee has violated this company's substance abuse policy. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to this company's premises. Searches of an employee's personal property will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employee involved. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched. Because the primary concern is the safety of its employees and their working environment, this company will not normally prosecute the employee in matters involving illegal substances. However, this company will turn over all confiscated drugs to the proper law enforcement authorities. Further, this company reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

L. Collective Bargaining Rights

This policy does not eliminate the bargaining rights of any employee covered under any collective bargaining agreement between this company and any certified labor organization as provided in the collective bargaining process, if applicable.

M. AHCA (Agency for Health Care Administration) Certified Testing Laboratories and MRO

This company uses only AHCA certified testing laboratories and AAMRO Certified Medical Review Officers. For information concerning laboratories and medical review officer services please contact:

N. Employer Protection

This policy supercedes any information provided to applicants and/or employees, either written or oral. This company reserves the right to change provisions of this policy and testing program at any time in the future.

O. Drug Referral Services and Support Groups

Nationwide:

1. Alcohol Hot-line: 1-800-ALCOHOL, 24 hour referral line for information on programs designed for alcoholics.
2. Cocaine Hot-line: 1-800-COCAINE, 24 hour referral line for information on programs designed for cocaine abuse.
3. National Drug & Alcohol Treatment and Referral Hot-line: 1-800-662-4357, Confidential information on treatment, self-help, and support programs for drug users.

State of Florida:

Operation Par (Par Outpatient Counseling)
10901-C Roosevelt Boulevard, Suite 1000
St. Petersburg, Florida 33716
(813) 577-5812

Sarasota Memorial Hospital
1700 S. Tamiami Trail
Sarasota, Florida 34239-3555
(813) 953-1783

Southwest Fl. Addiction Services
2101 McGregor Blvd.
Fort Myers, Florida 33901
(813) 337-4411

Tri-County Addictions Rehabilitation
1831 N. Crystal Lake Drive
Lakeland, Florida 33803
(813) 667-0333

Tampa Metro Treatment Center
5202 East Busch Blvd.
Tampa, Florida 33617
(813) 980-3260

Alcohol & Drug Abuse (S.D.A.P.)
451 Riverside Drive
Stuart, Florida 34994
(407) 286-8933

Central Fl. Substance Abuse
1048 A. Dixon Blvd.
Cocoa, Florida 32922
(407) 631-4578

Columbia Lawnwood Pavillion
1870 North Lawnwood Circle
Fort Pierce, Florida 34950
(561) 466-1500

Savannas Hospital
2550 S.E. Walton Road
Port St. Lucie, Florida 34952
(561) 335-0400

Charter Counseling Center of Brooksville
12120 Cortez Blvd.
Brooksville, Florida 34613
(352) 596-4420

Center for Life Enrichment
11820 Beach Blvd.
Jacksonville, Florida
(904) 642-6680

Charter Woods Counseling Center
700 W. 23rd Street, Suite 54
Panama City, Florida 32405
(904) 769-3252

Care Center for Mental Health
1205 4th Street
Key West, Florida 33040
(305) 292-6843

Transitions
1928 N.E. 154th Street
N. Miami Beach, Florida 33162
(800) 626-1980

Beachcomber
4493 N. Ocean Blvd.
Delray Beach, Florida 33483
(561) 734-1818

Fort Lauderdale Hospital
1601 East Las Olas Blvd.
Fort Lauderdale, Florida 33301
(954) 463-4321

Mental Health Assoc. of Central Fl.
608 Mariposta Street
Orlando, Florida 32801
(407) 843-1563

Lake Wales Drug Awareness Council
P.O. Box 7432
Lake Wales, Florida 33859-2432
(813) 676-1949

Life Stress Behavioral Center
P.O. Box 491000
Leesburg, Florida 34719-1000
(352) 787-9178

Bowling Green Treatment Center
2727 Capital Medical Blvd.
Tallahassee, Florida 32301
(904) 877-7790 / (800) 243-9007

Columbia Behavioral Health Center
3130 S.W. 27th Avenue
Ocala, Florida 32674
(352) 237-7293

P. Educational Material On Substance Abuse

WHAT IS SUBSTANCE ABUSE?

Substance abuse is the harmful and dangerous use of alcohol and/or other drugs. It affects all types of workers; male and female, young and old, production workers, executives, supervisors, clerical workers, and maintenance personnel. Anyone can have a substance abuse problem. It can be prevented or treated by Substance Abuse Professionals. Alcohol and drugs may give the illusion of freeing you from the fears, responsibilities, and petty hassles of everyday life. It can destroy you physically and mentally. Most people abuse drugs and alcohol as an escape from other problems such as family problems, low self-esteem, financial worries and/or feelings of inadequacy.

Many of us enjoy an occasional social drink or take legal drugs under a doctor's supervision. That is okay as long as we don't overdo it and misuse the substances. Various people handle alcohol in different ways. It isn't necessarily how much you drink, it's what happens when you drink; how it affects your life and those around you. Besides harming your body and mind, most abused drugs are illegal. Buying and using them could result in arrest, fines or even jail! The typical reasons given for taking the express train to Utopia with drugs are it helps me relax, it heightens the senses, it expands the mind and/or it makes me feel confident. The truth is, you can achieve these same feelings naturally without destroying your body and life. A "natural high" is legal. Hiding behind drugs or alcohol could lead to the biggest mistake of your life. Everyone pays for substance abuse.

Abusers often have legal or health problems, conflicts at home, accidents on and off the job. Substance abuse is a major factor in half of all divorces. It contributes to domestic violence, child abuse and sexual abuse. Working with substance abusers can be unpleasant and dangerous. Substance abuse destroys work performance, resulting in reduced productivity, motivation, quality of work and increased employee theft.

It is never too late or too soon to change a substance abuse problem. If you suspect that you have a problem, don't think that it will go away if you ignore it. *It will only get worse.* The first thing you must do is accept the fact that abusing drugs and alcohol is like playing with fire- it can and will destroy the lives of people just like you everyday. Pushing yourself to the limit with drugs and alcohol will only destroy all that you hope to be. Talk to a close friend about your problem, if your friends keep telling you that you have a problem, listen to them and take a good look at yourself. Sometimes it's not easy to see ourselves clearly.

Many companies have employee assistance programs (EAP 's) that refer you to professionals and groups to help you with your problem. They also provided information about insurance coverage for treatment. These programs are **voluntary and confidential!** No one can make you go or hold it against you if you do go. Your company realizes that anyone who is willing to seek help deserves the company's support. Another source for help is your *phone book*. Look in the yellow pages for Health Organizations, Social Services and Mental Health Organizations. Since substance abuse harms everyone, join with others to oppose it. *Encourage* those who need help to get it, at work or in the community. One of the most effective ways to fight substance abuse at work is for employees to unite against it. Make it clear that alcohol or drug use on the job is absolutely unacceptable.

THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:

ALCOHOL - Alcohol is legal, socially acceptable and inexpensive substance to use. Because it is accepted part of many occasions, it's hard to recognize when you cross the invisible line from social drinking and abusive drinking.

The following check list may help you determine if you have a drinking problem. **Do You:**

***lose time from work due to drinking? *want to drink in the morning? *have trouble sleeping? *drink to feel more confident or outgoing? *feel easily frustrated? *find you are overanxious or oversensitive? *blame others for your problems? *drink alone? *let family or job responsibilities slide? *forget what happened when you're drinking? *find you have lost weight? *find your mind is not working quickly *have violent mood swings**

If you drink regularly, answering "yes" to any of these questions could indicate that you have a drinking problem.

Admitting that you have a problem is the first step. The best place to start solving it is by contacting **Alcoholics Anonymous**. An AA group is as close as your phone book. *Alcohol* is a central nervous system depressant and is the most widely abused drug. About half of all auto accidents fatalities in this country are related to alcohol abuse.

Fact: A 12-ounce can of beer, a 5-ounce glass of wine and a 1-1/2 ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the average body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time alcohol damages the liver and heart and can cause permanent brain damage. On the average, heavy drinkers shorten their life span by about ten years. **Other Effects:**

***greatly impaired driving ability *reduced coordination and reflex action *impaired vision and judgment *inability to divide attention *lowering inhibitions *overindulgence (hangover) can cause: headaches, nausea, dehydration, unclear thinking, unsettled digestion and/or aching muscles.**

MARIJUANA - Marijuana is also known as "grass", "pot", "weed", "Mary Jane", "herb", "a joint" and "a roach", among the other street names.

Fact: While alcohol dissipates in a matter of hours, marijuana stays in the body for 28 days. *Marijuana* alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution, and sensory/motor abilities. **Other Effects:**

***increased pulse rate and blood pressure *rapidly changing emotions and erratic behavior *altered sense of identity *impaired memory *dulling of attention *hallucinations, fantasies and paranoia *reduction or temporary loss of fertility**

COCAINE - is a stimulant drug, which increases heart rate and blood pressure. As a powder, *Cocaine* is inhaled (snorted), ingested, or injected. It is known as "coke", "snow", "nose candy" and "lady". *Cocaine* is also used in a free- base form known as "crack" or "the rock" which is smoked. It acquired its name from the popping sound heard when it is heated. **Fact:** Many people think that because crack is smoked, it is "safer" than other forms of cocaine use. **It is not.** Crack cocaine is one of the most addictive substances known today. The crack "high" is reached in 4-6 seconds and last about 15 minutes. The most

dangerous effects of crack is that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-included heart attack. Since the heart regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heartbeat are depressed- leading to death. **Other Effects:**

***impaired driving ability * anxiety *reduced sense of humor *accelerated pulse, blood pressure and respiration mood swings* heightened, but momentary, feeling of confidence, strength and endurance *paranoia, which can trigger mental disorders in users prone to mental instability *repeated sniffing/snorting results in irritation of the nostrils and nasal membrane *compulsive behavior such as teeth grinding or repeated hand washing**

AMPHETAMINES - are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are “ speed”, “uppers”, “black beauties”, “bennies”, “wake ups”, “football” and “dexies”.

Fact: People with a history of sustained low-dose use quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported.**Other Effects:**

***loss of appetite *irritability, anxiety, apprehension *increased heart rate and blood pressure *difficulty in focusing eyes *exaggerated reflexes *distorted thinking *perspiration, headaches and dizziness *short term insomnia**

OPIATES - Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common street names are “horse”, “hard stuff”, “M”, “brown sugar”, “Harry” and “Mr. H”.

Fact: Heroin, also called “junk”, or “smack”, accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician’s prescription. Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used. **Other Effects:**

***reduced vision, impaired driving ability *change in sleeping habits, drowsiness followed by sleep *constipation, decreased physical ability *short -lived state of euphoria, possible death**

PHENCYCLIDINE (PCP) - also called “angel dust”, “rocket fuel”, “super kools” and “killer weed” was developed as a surgical anesthetic in late 1950’s. Later due to it’s unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer.

Fact: PCP is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug’s direct effect on the body. PCP scrambles the brain’s internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult. Low doses of PCP produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions. **Other Effects:**

***impaired driving ability *drowsiness *thick, slurred speech *blank stare *involuntary eye movement *perspiration *repetitive speech patterns *incomplete verbal responses**

COMBINATIONS OF DRUGS - The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental effects unpredictable and often much more severe than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, etc. can be especially dangerous.

As long as there is a demand for drugs and alcohol there will be a supply, in ever-changing variations. The solution is preventing the demand for drugs and alcohol.