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

#### **BID FORM**

To:

The City of Key West

Address:

3140 Flagler Ave, Key West, Florida 33040

Project Title:

Maintenance Dredging of Sunrise Canal

City of Key West Project No.: <u>ITB 14-008</u>

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

Name:

William J. Coughlin, III

Telephone:

727-527-1300

### 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

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

### CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and 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 TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 120 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 120 calendar days from the date when the Contract Times commence to run.

### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$100 per day for each day that expires after the time specified for Final completion.

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 Nos. \_\_\_\_\_, \_\_\_\_\_, (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. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid. <a href="https://example.com/PUBLIC ENTITY CRIMES">PUBLIC ENTITY CRIMES</a>

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not

BID FORM 00 41 13 - 2 transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

### COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, 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

### PERMITS:

Permits from the ACOE and FDEP have been obtained by the City. Contractor shall maintain permits on site and comply. Contractor shall obtain permits as required by the City.

BASIS OF AWARD: See Paragraph 13 under Instructions to Bidders

#### CONSTRUCTION ALLOWANCE

The Construction Allowance included in the award amount is to cover any possible Field Change Directives which may be required by the City that do not constitute a change in scope for the project.

W JC BID FORM 00 41 13 - 3

Item Description	Quantity	Units	Unit Price	Total
Construction Allowance		LS	10,000	10,000
Base Bid				
Mobilization/staging and Permits	1	LS	40,000.00	40,000.00
Survey and establishment of MSL at site	1	LS	5,000.00	5,000.00
Insurance: Workman's Comp	1	LS	500.00	500.00
Insurance: Longshoreman endorsement	1	LS	500.00	500.00
Preparation of dewatering site (clearing and construction of berms)	1	LS	5,000.00	5,000.00
Dredging Operations	1	LS	40,000.00	40,000.00
Transportation to dewatering site	1	LS	7,000.00	7,000.00
Removal and disposal of garbage and "non soil" materials	1	LS	3,500.00	3,500.00
Dewatering Operations	1	LS	5,000.00	5,000.00
Demobilization /site cleanup	1	LS	3,000.00	3,000.00
Tota	al Base Bid	Plus Con	struction Allowance	119,500.00
Alternate Bid Item (1)				
After dewatering: Transporting and stockpiling at 5701 College Road	250	cyd	67.25	16,812.50
Alternate Bid Item (2)				
After dewatering: Transporting and disposal at the Pompano Beach Landfill (include estimated tipping fees)	250	cyd	294.00	73,500.00

# TOTAL BASIS OF AWARD: (CONSTRUCITON ALLOWANCE+BASE BID+ALTERNATE BID ITEM (1))

One Hu	indred Thirty	y-Six Thousand, Three Hundred Twelve	Dollars
		(Amount written in words has precedence)	
and	Fifty	Cents	

BID FORM 00 41 13 - 4 WJC

### SUBCONTRACTORS

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

	N/A		
Name	1 47 3		
Street	City	State	Zip
Name			
Street	City	State	Zip
Name			
Street	City	State	Zip
Name			
Street	City	State	Zip
Surety			
		whose a	ddress is
Street	City	State	Zip

BID FORM 00 41 13 - 5

### Bidder

The name of the Bidder submitting this	Bid is Waterfront Pro	perty Servi	ces, LLC
dba Gator Dredging		doing l	business at
8440 43rd St N Street	Pinellas Park City	FL 337 State	781 Zip
which is the address to which all comm Contract shall be sent.	unications concerned with the	is Bid and with	the
The names of the principal officers of the partnership, or of all persons interested			
William J. Coughlin, III - Mana	ging Member		
John B. Adams, Jr Managin	g Member		
If Sole Pro	oprietor or Partnership		
IN WITNESS hereto the undersigned ha	as set his (its) hand this da	ay of	<u>20</u> .
	Signature of Bid	lder	
	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 17 day of 20.

(SEAL)

Waterfront Property Services, LLC

dba Gator Dredging

Name of Corporation

By: William J. Coughlin, W

Title: Managing Member

Sacratar

END OF SECTION

### FLORIDA BID BOND

	BOND NO. N/A
	AMOUNT: \$12,500.00
KNOW ALL MEN BY THESE PRESENTS, that	Waterfront Property Services, IIC DBA Cato
Dredging	
hereinafter called the Contractor (Principal), and Am	erican Safety Casualty Insurance Company
a corporation duly organized and existing under and Florida, hereinafter called the Surety, and authorized Florida, as Surety, are held and firmly bound unto Ti (Obligee), in the sum of: Twelve Thousand Five Hundred	I to transact business within the State of he City of Key West as Owner
payment for which we bind ourselves, our heirs, execusing assigns, jointly and severally, firmly by these present THE CONDITION OF THIS BOND IS SUCH THAT	cutors, administrators, successors, and ts.
WHEREAS, the Principal is herewith submitting his Maintenance Dredging of Sunrise Canal	or its Bid Proposal for ITB 14-008
WHEREAS, the Principal contemplates submitting of the furnishing of all labor, materials (except those to equipment, machinery, tools, apparatus, means of tra- the work covered in the Proposal and the detailed Dra	be specifically furnished by the Owner), nsportation for, and the performance of
IIB 14-008 Maintenance Dredging at Sunrise Cana	Д
WHEREAS, it was a condition precedent to the submoderified check, or bid bond in the amount of 5 percential as a guarantee that the Bidder would, if awarded to	nt of the base bid be submitted with said

Contract with the Owner 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 awarded base bid, satisfactory to the Owner, 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 18th day of December	, 2013 .
	Waterfront Property Services, IIC DEA Gator Dredgin Principal  By:
Peter A. Kes END OF S	By:



### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

### SONJA HARRIS, PETER A. KESSLER, JESSICA RENO OF JACKSONVILLE, FL

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

#### ALL OBLIGEES

provided that n bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\*\*\*ONE MILLION\*\*\*(\$1,000,000) DOLLARS\*\*\*

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 25th day of April, 2012.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bands, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-infact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company: (i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other surelyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 25th day of April, 2012.

Attest

Ambuj Jain

STATE OF GEORGIA

COUNTY OF COBB

Joseph D. Scollo

On this 25th day of April, 2012, before me personally came Joseph D Scollo, Jr. to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the company of the said corporation; that the seal affixed to the said corporation and that he signed his name thereto the said corporation and the said corporation and

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 18 day of December, 2013

### ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA	)
	: SS
COUNTY OF MONROE	)
Pinellas	

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: William J Coughlin, III

Managing Member

Swom and subscribed before me this 17 day of December, 2013

NOTARY PUBLIC, State of Florida

at Large

My Commission Expires:  $\frac{12}{16}\frac{10}{3015}$ 

END OF SECTION

CHRISTY L. VANDERPOOL
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE138212
Expires 10/16/2015

### EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA	)
	: SS
COUNTY OF Pinellas	Waterfront Property Services, LLC
I, the undersigned hereby duly sworn provides benefits to domestic partner to employees' spouses per City of Ke	s, depose and say that the firm of dba Gator Dredging s of its employees on the same basis as it provides benefits
To post of the control of the	By: William J, Coughlin, III
	By: William J, Coughlin, III
Sworn and subscribed before me this	

My Commission Expires: 10/16/2015

NOTARY PUBLIC STATE OF FLORIDA Comm# EE138212 Expires 10/16/2015

CHRISTY L. VANDERPOOL

NOTARY PUBLIC, State of Florida at Large

### CONE OF SILENCE AFFIDAVIT

STATE OF Florida )
COUNTY OF Pinellas : SS )
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Waterfront Property Services, LLC dba Gator Dredging 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).
Sworn and subscribed before me this
hnist L. Vandupool  NOTARY PUBLIC, State of Florida at Large
My Commission Expires: 10/16/2015
CHRISTY L. VANDERPOOL NOTARY PUBLIC STATE OF FLORIDA Comm# EE138212 Expires 10/16/2015

## 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 City of Key West						
2.	Th	is sworn statement is submitted by Waterfront Property Services, LLC dba Gator Dredging (name of entity submitting sworn statement)					
	wi	lose business address is 8440 43rd St N, Pinellas Park, FL 33781					
	_	and (if applicable) its Federal Employer					
	Ide	entification Number (FEIN) is20-3403593					
	(If	the entity has no FEIN, include the Social Security Number of the individual signing this					
	sw	orn statement					
3.	My	name is William J. Coughlin, III  (please print name of individual signing)					
		(please print name of individual signing)					
	I my relationship to the entity named above is Managing Member						
4.	trai oth ser the	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.	Sta adj ind	inderstand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida tutes, means a finding of guilt or a conviction of a public entity crime, with or without an adication guilt, in any federal or state trial court of record relating to charges brought by interest information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a public or nolo contendere.					
I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida		nderstand 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,) (date) STATE OF Florida Pinellas COUNTY OF PERSONALLY APPEARED BEFORE ME, the undersigned authority, William J. Coughlin, III who, after first being sworn by me, affixed his/her (name of individual signing) signature in the space provided above on this 17 of December

My commission expires: 10/16/2015

### CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: Waterfront Property Services, LLC dba Gator Dredging	SEAL:
Address Address Address Address	
Signature William J Coughlin, III	
Print Name Managing Member	
Title	
DATE:	

# Business License Tax Application

City of Key West City Hall Annex PO Box 1409 Key West, FL 33041	Date Applied 12/18/201	3	e 305-809-3955 305-809-3978	
Business Type: General C	ontractor			
Business Name: Waterfront	t Property Services, LLC	dba Gator D	redging	•
Business Location: 8440 4	13rd St N, Pinellas Park,	FL 33781		
Business Owner: William	J. Coughlin, III - Manag	ing Member		
State Licensed Qualifier (if a	pplicable):			
Mailing Address: 8440 431	rd St N, Pinellas Park, Fl	33781		
EIN/SS#20-3403593	Phone #	527-1300		
William J. Coughlin, III Applicant name (printed)	Applicant signature	<u>/.</u> II	12-17-13 Date	
State of Florida County of Monroe The foregoing instrument was William J. Cough!  Jana J. Lough! Signature of Notary Public	(stamp or seal). Perso	nally known _	MCE 1916	CHRISTY L. VANDERPOO  NOTARY PUBLIC  STATE OF FLORIDA  Comm# EE138212  Expires 10/16/2015
Sales Tax number 3106 Commercial garbage Water Lease or deed	Flagler Ave 292-6735 aste Mgmt 296-8297		ct	
	850-487-1395 / Dept Ag 305	-470-6900		
Fictitious Name registra Corporate or LLC regist	tion	Previous use		_
Liability / Worker's Cor Fire Inspector 292-8179	mp	Zoning		_
CO / final inspection on Monroe County or local	any permits	Category	Fee \$	_
Licensed in accordance with (		£O-linenes		
Approved	Denied / Reason			
Licensing Official		Date		

BUSINESS LICENSE TAX RECEIPT/APPLICATION 00 43 20 - 2



### THE CITY OF KEY WEST

3140 Flagler St, Key West, Florida 33040

# ADDENDUM #1 Maintenance Dredging of Sunrise Canal ITB#: 14-008 10 December 2012

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

- Throughout the ITB replace MSL (Mean Sea Level) with MLW (Mean Low Water). The canal shall be dredged to -5 MLW.
- Attached is the attendance sheet from the Optional Site Visits held Monday, 9 December 2013 at 10am.
- Silt Fencing at Government Road Site: Contractor shall include in his bid the placement of silt fencing at the Government Road Dewatering Site to protect the adjacent waterway from runoff and windblown material
- The use of the Government Road site for dewatering/garbage removal is not mandatory.
- Material delivered to 5701 College Road shall be free of garbage and all other materials greater than 9" in any dimension. Contractor is responsible for garbage disposal
- Material delivered to 5701 College Road shall be considered as dewatered when it passes the Paint Filter Liquids Test. This test is outlined in the following link: <a href="http://www.epa.gov/osw/hazard/testmethods/sw846/pdfs/9095b.pdf">http://www.epa.gov/osw/hazard/testmethods/sw846/pdfs/9095b.pdf</a>
- The contract duration is changed from 120 calendar days to 90 calendar days
- The bid due date does not change as a result of this addendum

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 Cay M. Tos

Waterfront Property Services, LLC

dba Gator Dredging

Name Of Business

### Waterfront Property Services, LLC dba Gator Dredging

### Project Name: POWELL CREEK RESTORATION DREDGE

#### SCOPE:

This dredging project was intended to restore the historical flow capacity of Powell Creek by removing approximately 8,000 cubic yards of sediment from within the centerline of the creek. Material was dredged using mechanical and hydraulic methods. Additional permitting was necessary during the project to increase the dredge limits as determined by Lee County.

Project Location:	Lee County, FL	
Name of Owner:	Lee County Board of County Commissioners: Wanda Wooten	
Engineering Consultant:	Chester Young Hans Wilson & Associates, Inc. 1938 Hill Ave Fort Myers, FL 33901	
Telephone No:	239-334-6870	
Email Address:	chester@hanswilson.com	
Project Value:	\$452,200	
Dates of Construction:	February 2012- March 2013	

Mechanical dredging was performed using a barge mounted excavator and a 10 cubic yard hopper. Dredged material was offloaded to sealed dump trucks and transported to the disposal site. The disposal site was located within a City park where gopher tortoise habitat was enhanced with sediment from the project along with landscape plantings.

Hydraulic dredging was performed with a 4inch diameter submersible dredge pump. A handheld 25 foot long 4inch diameter flexible hose was mounted to the hydraulic power unit, staged from the shore or a small floating barge. Dredged material was pumped to sealed dump trucks staged onshore at various locations along the dredged site. Baffles increased sediment settling in the trucks, and the clear water was allowed to return to the creek through gravity fed hoses. Turbidity curtains were used throughout the project, and turbidity levels were monitored closely. Tests were performed using a LaMotte 220e Turbidity Meter. Samples were taken using procedures and standards identified by the Florida Department of Environmental Protection Rule 62-302. Project was completed on time and under budget.



Mechanical Dredging

Sealed Truck Collects Dredge Material



**Dredging Plan Overview** 

GATOR DREDGING

8440 43rd Street North • Pinellas Park, FL 33781

Office: 727-527-1300 Fax: 727-527-1303 www.gatordredging.com

### SCOPE:

The project included dredging of an environmentally sensitive tidal drainage creek within the City of Oakland Park. Dredging was necessary to restore adequate flow in the river and increase the hydrologic capacity to reduce the risk of localized flooding. Gator Dredging was responsible for engineering, obtaining permits and modifying a public easement for additional areas of the creek. Gator Dredging also performed benthic resource surveys. hydrographic surveys and developed a mitigation plan to offset impacts to submerged aquatic vegetation. Turbidity control was a major concern for this project, and through design and implementation of hand-held hydraulic dredging equipment, Gator Dredging was able to remove accumulated sediments in environmentally sensitive creek with no primary or secondary impacts to resources caused by reduced water quality. The total sediment removal volume for the project is approximately 2,000 cubic yards over a

Project Location:	Oakland Park, Florida
Name of Owner:	City of Oakland Park, Florida
Owner Contact:	Ronald Desbrunes, Project Manager 5399 N. Dixie Highway Suite #3 Oakland Park, FL 33334
Telephone No:	954.630.4482
Email Address:	ronaldd@oaklandparkfl.org
Project Value:	\$356,450
Dates of Construction:	October - December 2010



stretch of the creek that expands over 2,500 linear feet. In addition to sediment removal services, Gator Dredging hand removed large debris and rock from the center of the creek to increase flow and minimize future sediment build-up.





Waterfront Property Services, LLC dba Gator Dredging

Project Name: THE LANDINGS AT MARINA COVE CONDOMINIUM ASSOCIATION, INC.

### SCOPE:

The project included hydraulic dredging of 1,130 cubic yards from The Landings at Marina Cove in Palm Coast, Florida. Smaller specialized hydraulic equipment was used for pinpoint dredging around existing boat slips and mooring areas without affecting operations. Maintenance dredging of the wet slip/dock areas was conducted to a maximum depth approximately 3.5 feet below mean low water (MLW). The dredging was necessary to

Project Location:	Palm Coast, Florida
Name of Owner:	The Landings at Marina Cove Condominium Association, Inc.
Owner Contact:	John Hildebrandt Treasurer 29 Captains Walk Palm Coast, FL 32137
Telephone No:	386.445.6448
Email Address:	Thehildebrandtfamily@gmail.com
Dates of Construction:	September 2012

remove shoaling which has accrued over the years due to currents in the marina and canal areas. Sediments were pumped to and dewatered in settling containers. The settling containers or tanks were transported to an upland spoil disposal site.

During operations, dredge areas were enclosed in floating turbidity curtains. Two locations were used for turbidity monitoring to ensure the return water did not exceed ambient background turbidity readings. Field turbidity measurements will were taken on 4-hour increments during dredging operations. The monitoring results were available onsite for agency review.





"I would like to let you know how pleased we are with the work that Gator Dredging did in our marina. Throughout the process, all business with your personnel was conducted in a thoroughly professional manner."

- John Hildebrandt, Treasurer of The Landings Marina Assoc.



#### SCOPE:

Gator Dredging served as General Contractor and Project Manager for St. Pete Yacht Club at their marina located 2301 Pass a Grille Way, St. Pete Beach, Florida. Gator Dredging performed maintenance dredging of 1,000 cubic yards of accumulated sediments using a shoreline based long-reach excavator. Dredged spoils were placed directly into sealed dump trucks and disposed of at a fully contained upland site.

Project Location:	Pass-A-Grille, FL
Name of Owner:	St. Petersburg Yacht Club
Owner Contact:	Robert Lovejoy General Manager 11 Central Avenue St. Petersburg, FL 33701
Telephone No:	727.822.3873
Email Address:	generalmanager@spyc.org
Project Value:	\$200,000
Dates of Construction:	October-November 2012

Gator Dredging also managed the demolition and replacement of five finger piers which served 8 wet yacht slips. All electrical, plumbing and fire service utilities were replaced by separate subcontractors managed by Gator Dredging. The project was completed on time and within the owner's budget. Local, State and Federal permits were obtained by Gator Dredging for all the above described work. The project was inspected by all permitting agencies and found to be in accordance with approved plans, codes and permits.









#### SCOPE:

The project included hydraulic dredging of Coral Lakes, a tidal stormwater conveyance creek, located in Oakland Park, Florida. Approximately 3,500 cubic yards of accumulated sediment was removed and disposed of to restore the creek. Gator Dredging was also responsible for performing oyster and seagrass mitigation.

Project Location:	Oakland Park, Florida
Name of Owner:	City of Oakland Park, Florida
Owner Contact:	Ronald Desbrunes, Project Manager 5399 N. Dixie Highway Suite #3 Oakland Park, FL 33334
Telephone No:	954.630.4482
Email Address:	ronaldd@oaklandparkfl.org
Project Value:	\$ 438,500
Dates of Construction:	March - June 2011

This environmentally sensitive project required strict water quality control measures and precise tolerances for dredge areas and removal volumes. Gator Dredging was also able to successfully modify the permits to dispose of dredged material at a permitted upland disposal site to prevent the City from incurring landfill fees. This project was completed ahead of schedule, on budget and passed all environmental inspections.



**Eelgrass Mitigation** 



Coral Lakes typical section with turbidity curtains to prevent water quality impacts.



# State of Florida

Board of Professional Engineers

John Beach Adams Jr., P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2015 Audit No: 228201509958

P.E. Lic. No 53963



### PINELLAS COUNTY CONSTRUCTION LICENSING BOARD

THIS CERTIFIES THAT John Beach Adams Jr
DBA Gator Dredging

STATE CERT# 1-CGC1510302

HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED LIABILITY AND WORKERS' COMPENSATION INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL

September 30, 2014

DATE OF ISSUANCE

07/23/2013

AC# 6327182

### STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12083103074

DATE BATCH NUMBER LICENSE NBR 08/31/2012 118192923 CGC1510302

O8/31/2012 118192923 |CGC1510302 The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2014

ADAMS, JOHN BEACH JR GATOR DREDGING 112 15TH AVENUE NE ST. PETERSBURG

FL 33704

RICK SCOTT GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON SECRETARY



### CERTIFICATE OF LIABILITY INSURANCE

WATER-2

OP ID: AC

DATE (MWDD/YYYY)

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 Vest Coast I 377 Gunn F ampa, FL 3 SEORGE LA	3626	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #	
SURED WATERFRONT PROPERTY SERVICES	INSURER A : ZURICH AMERICAN INSURANCE CO	27855	
OUNED	LLC DBA GATOR DREDGING 8440 43RD STREET NORTH	INSURER B : ATLANTIC SPECIALTY INS CO.	
		INSURER C: AUTO-OWNERS INSURANCE CO	18988
PINELLAS PARK, FL 33781	INSURER D: XL SPECIALTY INS CO	10000	
	INSURER E:		
	V-	INSURER F;	
OVERAGE	S CERTIFICATE NUMBER:	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. ADOL SUBR TYPE OF INSURANCE POLICY EFF POLICY EXP **POLICY NUMBER** LIMITS GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 B X COMMERCIAL GENERAL LIABILITY B5JH24686 09/03/2013 09/03/2014 50.000 CLAIMS-MADE X OCCUR MED EXP (Any one person) 5,000 \$ MARINE GL PERSONAL & ADV INJURY X P&I **GENERAL AGGREGATE** 

1,000,000 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER PRODUCTS - COMP/OP AGG 1,000,000 \$ POLICY PRO-\$ AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) 1,000,000 X ANY AUTO 47-860-296-00 11/17/2013 11/17/2014 BODILY INJURY (Per person) ALL OWNED 8 SCHEDULED AUTOS NON-OWNED AUTOS BODILY INJURY (Per accident) \$ X HIRED AUTOS PROPERTY DAMAGE (PER ACCIDENT) \$ 5 UMBRELLA LIAB X OCCUR 9,000,000 **EACH OCCURRENCE** \$ EXCESS LIAB D UM00026550MA13A CLAIMS-MADE 09/03/2013 09/03/2014 AGGREGATE 9,000,000 \$ DED X RETENTIONS 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 3 X WC STATU-TORY LIMITS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) А 4744738-01 07/26/2013 07/26/2014 E.L. EACH ACCIDENT 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 RENTED&LEASED FOUL R B5JH24686 09/03/2013 09/03/2014 RENTED& 250,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
WORKERS COMPENSATION INSURANCE POLICY INCLUDES UNITED STATES LONGSHOREMEN &
HARBOR WORKER'S COMPENSATION ACT COVERAGE.P&I COVERAGE INCLUDES CREW MEMBERS
FOR JONES ACT.

CERTIFICATE HOLDER	CANCELLATION
	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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