

EARTH BALANCE®

2570 Commerce Parkway
North Port, FL 34289
941.426.7878
WWW.EARTHBALANCE.COM

Bid

Hawk Missile Site Restoration
ITB# 18-016

City of Key West, Florida
P.O. Box 1409
Key West, FL 33041-1409
(305) 809-3700

Bid Due: Wednesday, June 13, 2018 @ 3:30 P.M.

Bid Respondent:
EarthBalance®
2570 Commerce Parkway
North Port, FL 34289
941.426.7878

Project Manager:
Jimmy Laroque
jlaroque@earthbalance.com

INVITATION TO BID DOCUMENTS

FOR THE CONSTRUCTION OF THE

HAWK MISSILE SITE RESTORATION

ITB # 18-016
City of Key West, Florida



CITY OF KEY WEST

MAYOR: CRAIG CATES

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

RICHARD G. PAYNE

MARGARET ROMERO

CLAYTON LOPEZ

CITY OF KEY WEST

BID DOCUMENTS

FOR

HAWK MISSILE SITE RESTORATION

CONSISTING OF:

BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
TECHNICAL SPECIFICATIONS
DRAWINGS

KEY WEST, FLORIDA

MAY 2018



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

May 1, 2018

To: All Prospective Bidders

Pursuant to City of Key West Code of Ordinances, Section 2-770, Invitation to Bid (ITB), the City of Key West is soliciting competitive sealed bids for **HAWK MISSILE SITE RESTORATION, ITB NO. 18-016**.

The project contemplated consists of providing all site work, materials, equipment and labor necessary to accomplish the following remedial restoration project:

Plant mangroves within an existing wetland mitigation site located at the Hawk Missile Site, remove fill material, and construct tidal flushing channels between mangrove planting areas. This work must be conducted by hand to protect and avoid impacting existing mangroves.

Site access is limited to hand tools and workers only. No heavy equipment machinery will be allowed in the wetlands restoration areas.

A mandatory pre-bid meeting will be held on **MAY 17, 2018 at 0900**, at the Hawk Missile Site, Government Road, Key West, Florida.

This package contains the following documents:

- Part 1: Procurement Requirements
- Part 2: Contract Documents
- Part 3: Plans

Please review your package to ensure it contains all of these documents. If not, contact Mr. David Sermak, City of Key West Purchasing Agent, at (305) 809-3819, immediately to obtain copies of any missing document(s). Please contact Ms. Elizabeth Ignoffo, Permit and Contract Engineer, at ignoffo@cityofkeywest-fl.gov, with questions concerning the project. The city's Cone of Silence ordinance prohibits verbal communications.

Firms/corporations submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Anti-Kick Affidavit, Public Entity Crimes, Equal Benefits for Domestic Partnership Affidavit, Cone of Silence, Local Vendor Certification, and past project history.

Key to the Caribbean – average yearly temperature 77 ° Fahrenheit

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Hawk Missile Site Restoration

PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for **ITB 18-016 HAWK MISSILE SITE RESTORATION**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street, Key West, Florida until **3:30 p.m.**, local time, on **Wednesday, June 13, 2018**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original and two (2) USB drives with a single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms” on each USB. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside **“ITB #18-016 HAWK MISSILE SITE RESTORATION,”** addressed and delivered to the City Clerk at the address noted above.

The project contemplated consists of providing all site work, materials, equipment and labor necessary to accomplish the following remedial restoration project:

Plant mangroves within an existing wetland mitigation site located at the Hawk Missile Site, remove fill material, and construct tidal flushing channels between mangrove planting areas. This work must be conducted by hand to protect and avoid impacting existing mangroves.

Site access is limited to hand tools and workers only. No heavy equipment machinery will be allowed in the wetlands restoration areas.

Invitation to Bid, drawings and specifications may be obtained from Demand Star by Onvia or the City of Key West website bid proposal page. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712, or go to city website www.cityofkeywest-fl.gov.

A mandatory pre-bid meeting will be held on **MAY 17, 2018 at 0900**, at the Hawk Missile Site, Government Road, Key West, Florida.

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

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West. The following documentation will be required, within 10 days following the Notice of Award:

- A. City of Key West Tax License Receipt.

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

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

The City of Key West hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to the Utilities Department, Elizabeth Ignoffo, Permit Engineer, at eignoffo@cityofkeywest-fl.gov.

As stated above, at the time of the bid submittal, the Bidder must provide satisfactory documentation of state licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of county, and city licenses, as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage, licenses, bonds, and legal requirements as may be demanded by the Bid in question.

The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City, or (7) if, in the opinion of standards set forth in these ITB documents, taken as a whole. The city may also waive any minor formalities or irregularities in any bid.

* * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

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

C. DRAWINGS

Drawings are attached.

2. GENERAL DESCRIPTION OF THE PROJECT

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

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the City. Bidders must hold or obtain all licenses or certificates required by federal, state, or local statutes, or regulations in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

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

The City will make available to prospective Bidders, upon request and at the office of the Engineer, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

Information derived from inspection of topographic maps, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

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

5. TYPE OF BID

LUMP SUM

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

The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade and type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.

6. PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

The Bidder shall sign his Bid in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

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

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

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

D. ATTACHMENTS

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

Anti-Kickback Affidavit
Public Entity Crimes Form
City of Key West Indemnification Form
City of Key West Business License Tax Receipt
Local Vender Certification (if applicable)
Affidavit of Compliance with Domestic Partners Ord. 2-799
Affidavit of Compliance with Cone of Silence Ord. 2-773

E. PUBLIC ENTITY CRIMES FORM

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

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BID

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

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

9. MODIFICATION OR WITHDRAWAL OF BID

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

10. BID SECURITY

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

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

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

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

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

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

13. BASIS OF AWARD

The award will be made by the CITY on the basis of the Total Lump Sum Bid from the lowest, responsive, responsible BIDDER which, in the CITY's sole and absolute judgement will best serve the interest of the CITY.

14. LOCAL PREFERENCE

City of Key West policy of local preference is applied to bids submitted by qualified local businesses, in accordance with City of Key West Code of Ordinances, Section 2-798.

Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price Bid, and the Bid submitted by one or more responsive, responsible local businesses within five percent of the price submitted by the non-local business, then the local business with the apparent lowest Bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local Bidder, within three (3) working days of the Notice of Intent to Award. If the lowest local Bidder submits a Bid that fully matches the lowest Bid from the lowest non-local bidder tendered previously, then the award shall be made to such local Bidder. If the lowest local Bidder declines or is unable to match the lowest non-local Bid price(s), then the award shall be made to the non-local business.

15. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached,

together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or Section 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570 or amendments thereto in the Federal Register of acceptable Sureties for federal projects. The Contractor shall supply the CITY with phone numbers, addresses, and contacts for the Surety and their agents.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent in the state which work is being performed) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

17. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

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

18. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may only be allowed in accordance with the provisions stated in the General Conditions.

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

The term of this contract will be 180 calendar days.

19. EQUAL BENEFITS FOR DOMESTIC PARTNERS REQUIREMENTS

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employee spouses, in accordance with City of Key West Code of Ordinances, Section 2-799.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the Contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the Contractor fails to comply with this section, the City may terminate the contract, and all monies due or to become due under the Contract may be retained by the City.

20. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

* * * * *

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

BID FORM

To: The City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: HAWK MISSILE SITE RESTORATION
ITB 18-016

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

Company Name: EarthBalance Corporation
Contact Name & Telephone: Jimmy Laroque (941) 276-5560
Email Address: jlaroque@earthbalance.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION 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 CITY 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 CITY, before commencing the work under this Contract, the certificates of insurance, as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the project, in all respects within 180 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the CITY 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.

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

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represents a true measure of labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Total Lump Sum Bid \$ 35,550.00

In Words

Thirty Five Thousand

Five Hundred Fifty

Dollars & Zero

Cents

Unforeseen Conditions and Contingency Allowance

\$25,000.00

TOTAL BID (Base + Allowances) \$ 60,550.00

Payment for materials and equipment authorized by the CITY in a written Change Order, but not listed in the Schedule of Values, will be provided at supplier's invoice plus fifteen (15) percent.

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

100%	

SUBCONTRACTORS

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

N/A

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

SURETY

Florida Surety Bonds, Inc. whose address is

620 N. Wymore Rd. STE 200 Maitland FL 32751
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is EarthBalance Corporation

_____ doing business at

2570 Commerce Parkway North Port FL 34289
Street City State Zip

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

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

Name/Title

<u>Sarah J. Laroque, President/CEO</u>	<u>Chuck Kocur, Senior Advisor</u>
<u>Wade Waltmyer, Vice President</u>	<u>Cristine Borowski, Assistant VP</u>
<u>Jeff Clark, Vice President</u>	<u>Don Ross, Chairman</u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 12th day of June, 2018.



Signature of Bidder

Assistant Vice President

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 12th day of June, 2018

(SEAL)

EarthBalance Corporation

Name of Corporation

By: Cristine Borowski, Cristine Borowski

Title: Assistant Vice President

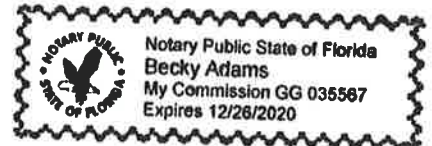
Attest: Charles Kocur
Secretary

Sworn and subscribed before this 12th day of June, 20 18

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires:

Becky Adams
12/26/2020



EXPERIENCE OF BIDDER

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

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

Please see attached

Haulover Marina Wetland Planting

Project Location: Miami-Dade County, Florida
Project Owner: Mix'd Greens, Inc.
Project Contact: Michael Gnaegy
28905 SW 162 Ave
Homestead, FL 33033
(305) 345-6108
mixdgreens@bellsouth.net
EarthBalance Position: Sub-Contractor
Project Manager: Jeffrey Clark
Contract Amount: \$41,201.00
Contract Dates: January, 2017

Project Description

EarthBalance® was contracted to supply, deliver and install wetland plant material within the Haulover Marina mangrove planting area located in North Miami Beach, Florida on the Intracoastal Waterway. We installed 4,840 1-gallon red mangrove (*Rhizophora mangle*) and 195 each of saltgrass (*Distichlis spicata*), salt meadow cordgrass (*Spartina patens*), and seashore dropseed (*Sporobolus virginicus*). EarthBalance® is also currently contracted to complete planting for Phase 2, including an additional 2,192 mangroves.



Naval Air Station Key West Habitat Restoration

Project Location: Monroe County, Florida
Project Owner: U.S. Navy
Project Contact: Fernando Neris
195 West Seminole Boulevard
Sanford, FL 32771
407-688-0600
fernando@doradosi.com
EarthBalance Position: Sub-Contractor
Project Manager: Charles Kocur, Jr.
Contract Amount: \$1,992,752.71
Contract Dates: July, 2012 - September, 2015

Project Description

EarthBalance® provided the labor and equipment for the removal of woody vegetation at Naval Air Station (NAS) Key West, Florida to comply with new FAA Obstacle Free Zone regulations. The removal included mechanical and selective hand removal of all woody vegetation. As mitigation for the removal, EarthBalance® supplied and installed salt tolerant marsh vegetation to stabilize wetland areas near runways for safety, and to create salt marsh habitat for the federally endangered Lower Keys Marsh Rabbit. The project was completed in several phases.

In areas where selective removal was prescribed, EarthBalance® did cut stump herbicide treatment of all woody vegetation. Vegetation was cut at the ground surface and removed, the stumps were then treated to prevent regrowth. The cut debris was transported to an onsite stockpile area. In addition, all Category I and II species on the Florida Exotic Pest Plant Council (FLEPPC) Invasive Plant Lists were targeted.



The mechanical removal areas were excavated to remove organic soils and backfilled with a soil/rock mixture to provide safety zones adjacent to runways. Following backfilling, EarthBalance® installed approximately 1,600,000 saltmarsh plants. All of the plants were grown in our nursery located in DeSoto County, Florida. EarthBalance® also provided as-needed-watering.

Installed plant species included seashore paspalum (*Paspalum vaginatum*), gulf cordgrass (*Spartina spartinae*), seashore dropseed (*Sporobolus virginicus*), salt grass (*Distichlis spicata*), sea oxeye daisy (*Borrchia frutescens*), and saltmeadow cordgrass (*Spartina patens*). In mitigation areas outside the Obstacle Free Zone, EarthBalance® planted white mangrove (*Laguncularia racemosa*), black mangrove (*Avicennia germinans*), red mangrove (*Rhizophora mangle*), and buttonwood (*Conocarpus erectus*).

EarthBalance® also supplied the labor and equipment necessary for follow-up treatments of woody vegetation on an as-needed-basis. The work included the kill-in-place or cut stump herbicide treatment of all woody vegetation. Vegetation was cut at the ground surface and removed, the stumps were then treated to prevent regrowth. The cut debris was transported to an onsite stockpile area. In addition, all Category I and II species on the FLEPPC Invasive Plant Lists were targeted.

Port Everglades Wetlands Construction & Planting

Project Location: Broward County, Florida
Project Owner: Broward County, Port Everglades
Project Contact: Michael Heim
Port Everglades
Hollywood, FL 33316
954-295-2045
mheim@bergeroninc.com

EarthBalance Position: Sub-Contractor
Project Manager: Charles Kocur, Jr.
Contract Amount: \$1,217,456.40
Contract Dates: August 2013 - January 2016

Project Description

EarthBalance® cultivated and installed more than 70,000 mangroves and wetland plants as part of the Port Everglades Southport Turning Notch expansion project. More than 17 acres of submerged and mangrove habitat, along with associated transitional buffers, was successfully created as compensation for an 8.7-acre mangrove conservation easement. Upon receipt of "Notification of Trending Towards Success" from the Florida Department of Environmental Protection (FDEP), the conservation easement was released. The released acres will be excavated and the turning notch will be expanded as part of a \$370,000,000 project that will add up to five new cargo ship berths.

EarthBalance® is also providing maintenance of the created mangrove wetlands and transitional buffer areas through the year 2020.

The Port Everglades Wetland Enhancement Project won IHS Maritime and Trade magazine's Dredging and Port Construction Innovation Award in the "Working/Engineering/Building with Nature Award" category.



Port Everglades Upland Mangrove Enhancement “Trends for Success”

By: AJOT | Nov 22 2016 at 06:58 AM | Ports & Terminals (<https://www.ajot.com/news/channel/ports-terminals>)

Environmental Program Allows for Cargo Growth by Planting Mangroves



Port Everglades Mangrove Enhancement Area

BROWARD COUNTY, FL—Through a creative green initiative, Broward County's Port Everglades is addressing a berthing capacity shortfall by developing new wetlands that support wildlife and ecological quality in the center of an urban, industrial seaport.

The Port Everglades Wetland Enhancement Project recently received a “Notification of Trending Towards Success” from the Florida Department of Environmental Protection for successfully cultivating 16.5 acres of nursery-grown mangrove and native plants on property that was originally dry land intended for other uses. The notification is a critical component to the Port's berth expansion effort because it releases 8.7 acres of an existing mangrove conservation easement adjacent to docks. The released acres will be excavated and the Southport Turning Notch will be expanded to make way for up to five new cargo ship berths.

“We worked closely with port users, the environmental community, especially the South Florida Audubon Society, and the Florida Department of Environmental Protection (FDEP) to develop a plan for the new mangrove habitat that almost doubles the amount of mangrove conservation area in a more environmentally advantageous location within port property. It is a win for Port Everglades and a win for the environment,” said Port Everglades Chief Executive and Port Director Steven Cernak. The project recently won IHS Maritime and Trade magazine's Dredging and Port Construction Innovation Award in the “Working/Engineering/Building with

Nature Award" category. According to IHS, the "Nature category winner demonstrates an active and innovative response to the preservation and promotion of the following areas: wildlife, reduction in air emissions, water quality, treatment of soils/sediments, community engagement and sustainability."

The new Upland Mangrove Enhancement area is adjacent to an existing 40+ acre conservation easement and contains approximately 70,000 Florida-native, nursery-grown mangrove and wetland plants along with transition buffer plants. The enhancement restores and creates mangrove wetlands, which gives rise to habitat for aquatic species of fish and invertebrates, as well as nesting habitat for birds.

As Florida's top container seaport, Port Everglades needs more dock space to accommodate today's growing number of larger cargo ships that are bringing goods to South Florida's growing population of 6 million consumers and 110 million visitors statewide. Cargo ships often are forced to anchor offshore until berth space opens up, which is costly for shippers and ultimately for consumers.

Extending the Port's Southport Turning Notch, a vessel turnaround and berthing area, will help relieve the Port's berth congestion problem by lengthening the notch from approximately 900 feet to 2,400 feet. In addition to the berth area, the project includes adding up to six Super Post-Panamax cranes that will accommodate Post-Panamax cargo ships already coming from Europe and South America, and will also handle ships from Asia through the newly expanded Panama Canal. Surplus mangroves that were not used for maintenance plantings were donated to the Broward County Parks and Recreation Division and planted within the nearby West Lake Park restoration areas with the help of more than 40 volunteers.

DeRose Design Consulting designed the new highly engineered, structurally complex marine wildlife habitat that hosts the mangrove plants, that was completed in July of 2015. The Port Everglades Department's Seaport Engineering and Construction Division managed the project. Earth Balance Corporation grew 100,000 mangroves seedlings (some as reserves) at two different nurseries within the state while the site work was completed. Bergeron Land Development, Inc. was the construction manager for the \$15.8 million project. Plans are underway to transfer the ownership of the land and entire conservation easement, almost 60 acres, to the State of Florida.

The Southport Turning Notch extension to add new berth space for cargo ships is projected to provide a \$10.7 billion annual increase in economic activity related to Port Everglades, and create 2,227 construction jobs in the near term and 5,529 regional jobs by the year 2030 when it is expected to be fully utilized at its maximum capacity. The Southport Turning Notch Extension will be funded through Florida Department of Transportation grant funds and port user fees. No local property taxes will be used for this project because Port Everglades is a self-funded enterprise of Broward County.

Discussion

Be the first to comment on this article!

To avoid Spammers, we ask that you log in using your AJOT.com account (<https://www.ajot.com/profile>). Free accounts have access to commenting.

Email

Password

Executed in 1 Counterpart

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 35,550.00

KNOW ALL MEN BY THESE PRESENTS, that Earthbalance Corporation

2570 Commerce Parkway, North Port, FL 34289

hereinafter called the PRINCIPAL, and North American Specialty Insurance Company

a corporation duly organized and existing under laws of the State of New Hampshire

having its principal place of business at PO Box 2991, Overland Park, KS 66202-1391

in the State of Kansas

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

The City of Key West, PO Box 1409, Key West, FL 33041-1409

hereinafter called the OBLIGEE, in the sum of: Five Percent of Amount Bid

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
ITB 18-016, HAWK MISSILE SITE RESTORATION, said Bid , by reference thereto, being
hereby made a part hereof.

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

ITB 18-016, HAWK MISSILE SITE RESTORATION

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

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

Signed and sealed this 13th day of June 2018.

PRINCIPAL Earthbalance Corporation

By Cristina Boscardi

STATE OF Florida)

COUNTY OF Sarasota

: SS

North American Specialty Insurance Company
SURETY

By Teresa L. Durham

Attorney-In-Fact & FL Licensed Resident Agent
Teresa L. Durham
(407) 786-7770

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, GLORIA A. RICHARDS, CHERYL FOLEY,
LISA ROSELAND, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN and SARAH K. O'LINN JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company 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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of February, 20 18.

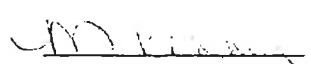
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 22nd day of February, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

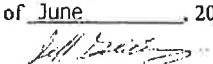
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of June, 20 18.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
)
COUNTY OF Sarasota) : SS

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.

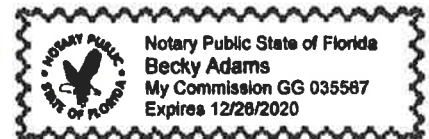
By: Crisitine Borowski, Crisitine Borowski AVP of EarthBalance Corp.

Sworn and subscribed before me this 12th day of June 2018.

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires:

12/26/20
Becky Adams



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 Hawk Missile Site Restoration
for The City of Key West
2. This sworn statement is submitted by EarthBalance Corporation
(Name of entity submitting sworn statement)
whose business address is 2570 Commerce Parkway, North Port, FL 34289
 and (if applicable) its Federal Employer
Identification Number (FEIN) is 59-2612208
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement N/A
3. My name is Cristine Borowski
(Please print name of individual signing)
and my relationship to the entity named above is Assistant 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.)

Cristine Borowski

(Signature)

June 12, 2018

(Date)

STATE OF Florida

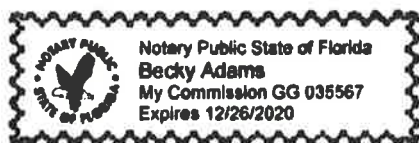
COUNTY OF Sarasota

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 12th day of June, 2018.

My commission expires: 12/26/20



Becky Adams
NOTARY PUBLIC

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: EarthBalance Corporation

SEAL:

2570 Commerce Pwy, North Port, FL 34289

Address



Signature

Cristine Borowski

Print Name

Assistant Vice President

Title

DATE: June 12, 2018

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Sarasota)

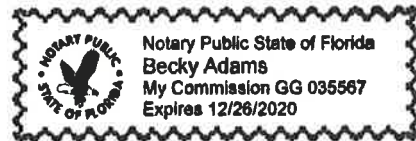
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of EarthBalance Corporation have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances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

By: Cristine Borowski , Cristine Borowski, AVP

Sworn and subscribed before me this 12th day of June 2018.

NOTARY PUBLIC, State of Florida , at Large

My Commission Expires: 12/26/20
Becky Adams



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 Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name N/A Phone: _____

Current Local Address: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

Signature of Authorized Representative _____ Date _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

By _____, of _____
(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

Print, Type or Stamp Name of Notary

Title or Rank

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

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. | <input checked="" type="checkbox"/> |
| 2. | All blank spaces in Bid filled in, using black ink. | <input checked="" type="checkbox"/> |
| 3. | Total and unit prices added correctly. | <input checked="" type="checkbox"/> |
| 4. | Addenda acknowledged. | <input checked="" type="checkbox"/> |
| 5. | Subcontractors (if applicable) are named as indicated in the Bid. | <input checked="" type="checkbox"/> |
| 6. | Experience record included. | <input checked="" type="checkbox"/> |
| 7. | Bid signed by authorized officer. | <input checked="" type="checkbox"/> |
| 8. | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. | <input checked="" type="checkbox"/> |
| 9. | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. | <input checked="" type="checkbox"/> |
| 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. | <input checked="" type="checkbox"/> |
| 11. | Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract. | <input checked="" type="checkbox"/> |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | <input checked="" type="checkbox"/> |
| 13. | Bidder must provide satisfactory documentation of State Licenses. | <input checked="" type="checkbox"/> |
| 14. | Anti-Kickback Affidavit. | <input checked="" type="checkbox"/> |
| 15. | Public Entities Crimes. | <input checked="" type="checkbox"/> |
| 16. | Local Vendor Certification. | <input checked="" type="checkbox"/> |
| 17. | Equal Benefits for Domestic Partners Affidavit. | <input checked="" type="checkbox"/> |
| 18. | Cone of Silence Affidavit. | <input checked="" type="checkbox"/> |
| 19. | City of Key West Indemnification Form. | <input checked="" type="checkbox"/> |

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into _____ day of _____, 20____, by and between the CITY OF KEY WEST, hereinafter called the "Owner", and _____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB 18-016, HAWK MISSILE SITE RESTORATION, Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____, 20____, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, and GENERAL AND SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

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

The Contractor agrees to complete the work within 180 calendar days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$250.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractor's warranty obligations remain in effect.

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

_____ day of _____, A.D., 20____.

CITY OF KEY WEST

By: _____

Title: _____

CONTRACTOR

By: _____

Title: _____

APPROVED AS TO FORM

Attorney for Owner

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____,
with offices at _____,
hereinafter called the CONTRACTOR (Principal), and _____
with offices at _____ a
corporation duly organized and existing under and by virtue of the laws of the State of Florida,
hereinafter called the SURETY, and authorized to transact business within the State of Florida, as
SURETY, are held and firmly bound unto CITY OF KEY WEST, represented by its _____
_____, hereinafter called the CITY (Obligee), in the sum of:
_____ DOLLARS (\$ _____),

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached,
with the CITY, dated _____, 20_____, to furnish at his own cost, charges, and
expense all the necessary materials, equipment, and/or labor in strict and express accordance with
said Contract and the Contract Documents as defined therein, all of which is made a part of said
Contract by certain terms and conditions in said Contract more particularly mentioned, which
Contract, consisting of the various Contract Documents is made a part of this Bond as fully and
completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there
under, including the Contract Documents (which include the plans, drawings, specifications, and
conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S
bid as accepted by the CITY, the bid and contract performance and payment bonds, and all addenda,
if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times
and in the manner prescribed in the contract; and

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

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

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

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

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

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

FLORIDA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

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

with offices at _____,

hereinafter called the CONTRACTOR (Principal), and _____

with offices at _____

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

_____, hereinafter called the CITY (Obligee), in the sum of:

_____ DOLLARS (\$ _____),

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

attached hereto, with the CITY, dated _____, 20____, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work

for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

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

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST