

City of Hollywood, Florida Hollywood Beach Renourishment Phase II BCRA 09-029 Phase II

Bid Opening: October 9, 2017



Eastman Aggregate Enterprises, LLC

ORIGINAL



October 9, 2017

City of Hollywood, Florida Community Redevelopment Agency 2600 Hollywood Blvd., Room 221 Hollywood, FL 33020

RE: HOLLYWOOD BEACH RENOURISHMENT BCRA 09-029 PHASE II

Eastman Aggregate Enterprises, LLC is pleased to submit this proposal to the *City of Hollywood* for *Hollywood Beach Renourishment Project Phase II.* Eastman's team of qualified personnel has been providing services throughout the state since 1994 to both the public and private sector.

Our emphasis during the last 12 years has been on Dune and Beach restoration. During this time we have placed approximately 3,110,592 tons of DEP approved beach sand. More than 85% of our projects were conducted at widely used public parks and beaches. We focus heavily on the proper implementation of traffic control and pedestrian safety measures.

Eastman Aggregate Enterprises has completed contracts with municipal governments including Broward County, Miami-Dade County, Palm Beach County, Martin County, St. Lucie County, Collier County, the Cities of Deerfield Beach, Jupiter, Sanibel, the Town of Hillsboro Beach, the Village of Key Biscayne, the U.S. Army Corps of Engineers, and The Florida Department of Environmental Protection. This clearly demonstrates our ability to work under a variety of service systems and highlights our competency on relevant projects.

Eastman Aggregates appreciates the opportunity to be of service to the City of Hollywood in support of this project, and we look forward to your favorable selection. Please do not hesitate to contact us at (561)969-7147 if you require further information. Thank you in advance for your consideration.

Sincerely,

Bernie Eastman Managing Member

Eastman Aggregate Enterprises, LLC

THIS PACKAGE CONTAINS:

NOTICE OF IMPOSITION OF CONE OF SILENCE

NOTICE TO ALL BIDDERS AND PROPOSERS

NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS

PROPOSAL, INCLUDING BID FORM

APPROVED BID BOND

INFORMATION REQUIRED OF BIDDERS

TRENCH SAFETY FORM N/A

EXHIBITS:

A. Local Preference

B. Cone of Silence

SUBMIT THIS COMPLETE PACKAGE WITH YOUR BID IN DUPLICATE



NOTICE OF IMPOSITION OF CONE OF SILENCE

On August 31, 2017, the City of Hollywood, Florida, Community Redevelopment Agency (CRA) issued the following:

Hollywood Beach Renourishment Phase 2

SCOPE:

The project consists of providing procurement, delivery, placement and grading of approximately 65,992 cubic yards (92,389 Tons) of beach compatible sand to two shoreline segments within the City of Hollywood, Florida. The work includes the truck haul placement of approximately 92,389 tons of beach fill in two segments of beach between FDEP monuments R-100 and R-124 and incidental related work. The north segment requires approximately 8,127 tons of beach fill material to be placed between FDEP monument R-100+310 to R-102 and the south segment requires approximately 84,262 tons of beach fill to be placed between R-118+700 to R-123+800. The elevation of the design berm elevation is 5.5 ft. NAVD, with a 0.5 ft. tolerance. The design berm width varies along the length of the Project. The seaward design slope of the fill is 1.0 ft. vertical to 10.0 ft. horizontal (1V:10H), extending from the seaward edge of the berm to the existing seabed. The total Project length is approximately 7,169 ft.

. All labor, materials, equipment and services necessary to complete the work as shown on the plans and as specified herein shall be provided by the Contractor.

Pursuant to Section 30.15(E) of the Code of Ordinances, a Cone of Silence has been imposed on the items set forth above. The Cone of Silence will continue until the CRA awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation. If the CRA Board refers the item back to the CRA Executive Director and staff for further review, the Cone of Silence shall remain in effect until an award is made, a contract is approved, or the CRA Board takes any other action which ends the solicitation.

CC:

City Board Office

City Manager

City Clerk (sunshine board)

The following are to be copied by email only:

Maryury Collier Paul Bassar George Keller Alan Fallik Lorna Bailey

NOTICE TO ALL BIDDERS AND PROPOSERS

The City of Hollywood City Commission adopted by Ordinance No. O-2007-05, which created Section 30.15(E) imposing a Cone of Silence for certain City procurement.

"Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), bid or other competitive solicitation governed by Section 38.40 of the Code of Ordinances between: any person who seeks an award therefore, including a potential vendor or vendor's representative, and any member of the CRA/City Commission, all other CRA/city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

"Vendor's representative" means an employee, partner, officer, or director of a potential vendor, or consultant, Lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

The Cone of Silence shall terminate at the time the CRA awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation. If the CRA Board refers the item back to the CRA Executive Director and staff for further review, the Cone of Silence shall remain in effect until an award is made, a contract is approved, or the CRA Board takes any other action which ends the solicitation.

A full copy of Section 30.15(E) is attached to the bid document for your review. If you have any questions, please contact the name listed in the attached bid document.

NOTICE TO ALL BIDDERS AND PROPOSERS

Local Preference: Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsible responsive bidder non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

For questions or additional information regarding Program compliance, please contact:

Paul Bassar, Contract Compliance Officer Procurement Services 2600 Hollywood Boulevard, Room 303 Hollywood, FL 33022-9045

Phone: (954) 921-3290 Fax: (954) 921-3086

Revised Jan 01



CITY OF HOLLYWOOD, FLORIDA COMMUNITY REDEVELOMENT AGENCY (CRA)

NOTICE TO BIDDERS

PROJECT NAME:

Hollywood Beach Renourishment Phase II

PROJECT BID NUMBER:

BCRA 09-029 Phase II

NOTICE IS HEREBY GIVEN that the CRA Board of the City of Hollywood, Florida, Community Redevelopment Agency is advertising for sealed bids which shall be <u>submitted to the City Clerk's Office</u> (City Hall, 2600 Hollywood Boulevard, Room 221) of the City of Hollywood, Florida, until Monday, October 2, 2017 at 2:00 P.M. local time, at which time the bids will be opened and read publicly in Room 308 at 2600 Hollywood Blvd. Hollywood, Florida, 33022. A Pre-bid Conference will be held on Wednesday, September 13, 2017 20 at 2:00 pm, local time, at the CRA Conference Room located at 1948 Harrison Street, Hollywood, Florida 33020. Attendance at this pre-bid meeting is not required.

The Bid Package and any other Contract documents may be obtained from the **CRA office located at 1948 Harrison Street, Hollywood, Florida 33020.** The contract documents and drawings can be downloaded at **www.bidsync.com.** Questions prior to bid opening shall be submitted in writing no later than Thursday, September 21, 2017 to Moe Anuar, PE (<u>manuar@hollywoodfl.org</u>) or Susan Goldberg, Deputy Director (sgoldberg@hollywoodfl.org), CRA office phone 954-924-2980

Each bid must be accompanied by a Bid Security, in an amount no less than ten percent (10%) of the bid amount. Said security shall be in the form of a Certified Check or Cashier's Check on a solvent National or State Bank, or a bid bond executed by the Bidder and a qualified surety, satisfactory and payable to the City of Hollywood, Florida, Community Redevelopment Agency.

A Cone of Silence is in effect with respect to this bid. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(E) of the City's Code of Ordinances.

It will be the sole responsibility of the Bidder to deliver personally or by mail, his/her proposal to the City Clerk's Office at City Hall on or before the closing hour and date for the receipt of bids as noted above.

The CRA Board reserves the right to reject any or all bids, to waive informalities and to accept or reject all or any part of any bid, as they may deem to be in the best interest of the CRA.

Dated this 31 Day of August 2017

CITY OF HOLLYWOOD, FLORIDA Community Redevelopment Agency

Jorge Camejo CRA Executive Director

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Bids must be submitted on the attached Proposal, which shall be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. Where unit prices and extended totals are required, unit prices take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

If the Bid is made by an individual, he must sign his name therein and state his address. If the Bid is made by a firm or partnership, its name and address must be stated, as well as the name and address of each member of the firm or partnership. Bids by corporations must be signed by an authorized corporate officer (accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the Secretary or an Assistant Secretary of the corporation. The corporate address and state of incorporation shall be shown below the signature. When the state of incorporation is other than Florida, proof of registry with Florida must be attached.

2. RECEIPT AND OPENING OF BIDS:

The Proposal and the Bid Guarantee, as assembled herein, must be delivered in a sealed, opaque envelope, addressed to the City Clerk of Hollywood, Florida, by the time called for in the Notice to Bidders and shall be properly identified on the face thereof.

Proposals will be publicly opened and immediately read aloud at the time and place designated in the Notice to Bidders. No Proposal will be considered which is not based upon these Drawings and Specifications, or which contains any letter or written memorandum qualifying the same, or which is not properly made out and signed in writing by the Bidder.

3. PRE-BID CONFERENCE:

A Pre-bid Conference will be held on Wednesday, September 13, 2017 at 2:00 P.M. local time at the CRA office located at 1948 Harrison Street, Hollywood, Florida 33020. Attendance at this pre-bid meeting is not required. Contractors with questions or concerns are encouraged to attend. It is the responsibility of the Contractor to visit the site prior to bidding.

4. CONTRACT DOCUMENTS:

The Contract Documents give the location and description of the work to be done under this Contract and estimated quantities of each item of work for which Bids are invited, the time in which the work must be completed, the amount of the Bid Guaranty, if any, and the date, time and place of the receipt and opening of the Bids.

5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

The bidder is required to carefully examine the site of the work and the contract documents for the work contemplated. It will be assumed that the Bidder has investigated and is fully informed as to the requirements of the Contract Documents, laws, ordinances, codes and any other factors which may affect the performance of the work. Failure to be so informed will not relieve a successful Bidder of his obligation to furnish all material, equipment and labor necessary to carry out the provision of the Contract Documents and to complete the contemplated work for the consideration set forth in his Bid.

6. DIMENSIONS, QUANTITIES AND SUBSURFACE INFORMATION:

Dimensions, quantities and subsurface information supplied by the CRA are in no way warranted to indicate true amounts or conditions. Bidders/Contractors shall neither plead misunderstanding or deception, nor make claims against CRA if the actual amounts, conditions or dimensions do not conform to those stated. Any "Outside" reports made available by the Engineer are neither guaranteed as to accuracy or completeness, nor a part of the Contract Documents.

ADDENDA - CHANGES WHILE BIDDING:

During the Bidding period, Bidders may be furnished addenda or bulletins for additions or alterations to the Plans or Specifications which shall be included in the work covered by the Proposal.

Any prospective Bidder in doubt as to the meaning of any part of the Drawings, Specifications or other Contract Documents may submit a written request to the Project Manager for an interpretation. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made by an addendum and a copy of such addendum will be mailed or delivered to each prospective Bidder who has received a set of documents. The CRA will not be responsible for any other explanations or interpretations of the proposed documents.

8. BID GUARANTY:

A Bid Guaranty in the form of a Cashier's Check, Certified Check or Bid Bond executed by the Bidder and a qualified Surety in the amount of <u>10%</u> of the Bid <u>WILL BE</u> required for this project in accordance with the Notice to Bidders.

9. QUALIFICATIONS AND DISQUALIFICATIONS OF BIDDERS:

Due to the sensitive nature of the environments within and adjacent to the project footprint (including but not limited to native dune vegetation, nearshore hardbottom, bird and sea turtle nesting habitat, etc.), it is required that Bidders must have at least 10 years' experience doing similar work on beaches in the state of Florida. The bidder is specifically required to have conducted a beach nourishment via truck haul within Florida of a volume in excess of 20,000 tons and must be capable of providing documentation to this effect.

The Contract will be awarded only to a Bidder, who in the opinion of the Engineer is fully qualified to undertake the work and has proffered a qualifying bid in good faith. The CRA reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications and experience as it may deem necessary and may consider any available evidence of his financial status, technical qualifications and other qualifications and abilities. Any one of the following causes, among others, may be considered as sufficient justification to disqualify a Bidder and reject his Bid:

- A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names.
- B. Evidence of collusion.
- C. Previous participation in collusive Bidding on work for the CRA.
- D. Submission of an unbalanced Bid in which the prices Bid for some items are out of proportion to the prices Bid for other items.
- E. Lack of competency. The Engineer may declare any Bidder ineligible, at any time during the process of receiving Bids or awarding the Contract, if developments arise which, in his opinion, adversely affects the Bidder's responsibility. The Bidder will be given an opportunity, by the Engineer, to present additional evidence before final action is taken.
- F. Lack of responsibility as shown by past work judged by the Engineer from the standpoint of workmanship and progress.
- G. Uncompleted work for which the Bidder is committed by Contract, which in the judgment of the Engineer, might hinder or prevent the prompt completion of work under this Contract.
- H. Being in arrears on any existing Contracts with the CRA, or any taxes, licenses or other monies due the CRA; in litigation with the CRA or having defaulted on a previous contract with the CRA.

10. LIFE AND WITHDRAWAL OF BID:

All bids shall remain open for 60 days after the day of the bid opening, however, the Engineer may, at his sole discretion, release any Bid and return the Bid Guaranty prior to that date. Any Bid may be modified or withdrawn prior to the time scheduled for the opening of Bids.

11. REJECTION OF IRREGULAR BIDS:

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Bids or other irregularities of any kind.

12. BIDDING ERRORS:

If after the opening of bids, a Bidder claims an error and requests to be relieved of the Award, or the Engineer believes that an error may have been made then, the Bidder shall present his certified work sheets and supplier quotations to the Engineer for verification. This information shall be presented on the same day as the bid opening or if the opening is in the afternoon then on the following business day. When the Engineer has suspected an error and requires the documents, failure to produce them within the time specified shall make the Bidder non-responsive and thereby disqualified. Award may then be made to the next lowest responsive, responsible Bidder, or the work may be readvertised or it may be performed by the CRA forces, as the CRA Board desires.

If after review, the Engineer is convinced that an honest, allowable (excusable mathematical) error has been made, the Bidder shall be relieved of responsibility and his Bid Guaranty shall be returned. If the Engineer is not convinced that an honest, allowable error has been made, the Bid Guaranty shall be held by the CRA for damages incurred.

Should the actual damages be less than the Bid Guaranty, any excess amount will be returned to the Bidder. If actual damages are greater than the Bid Guaranty, the CRA shall have the right to proceed against the defaulting Bidder for the additional damages. Award may be made as stated above.

13. AWARD OF CONTRACT:

The CRA Board reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, or to readvertise for all or any part of the work contemplated. If Bids are found to be acceptable by the CRA Board, written notice of award will be given to the lowest responsive, responsible Bidder.

14. PREFERENCES FOR LOCAL BIDDERS:

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsible responsive non-local Hollywood vendor to be awarded.

The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

15. EXECUTION OF CONTRACT:

The Bidder to whom the Contract is awarded shall, within ten (10) days of the date of award, execute and deliver two copies of the following to the Engineer:

- A. The Contract
- B. Performance and Payment Bond
- C. Evidence of required Insurance
- D. Proof of authority to execute the Contract
- E. Proof of authority to execute the Bond on behalf of the Awardee
- F. List of Sub-Contractors and Contract Value for each
- G. Proof of valid City of Hollywood Building Department Registration for the Contractor and all Sub-Contractors.

The above documents must be furnished, executed and delivered before the Contract will be executed by the CRA. The Contract shall not be binding upon the CRA until it has been executed by the CRA and a copy of such fully executed Contract is delivered to the Contractor.

16. FAILURE TO EXECUTE CONTRACT, BID GUARANTY FORFEITED:

Should the Bidder to whom the Contract has been awarded refuse or fail to complete the requirements of Section 15 above within ten (10) days after Notice of Award, the additional time in days (including weekends) required to CORRECTLY complete the documents will be deducted, in equal amount, from the Contract

Time, or the CRA may elect to revoke the Award. The CRA shall hold the Bid Guaranty of any Bidder failing to execute the awarded Contract for consequential damages incurred, and the Contract awarded, as the CRA Board desires.

17. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT:

Performance and Payment Bonds equal to the total Bid will be required of the Awardee. The Performance and Payment Bonds must be written by a Surety licensed to do business in the State of Florida:

- A. Listed in the United States Department of Treasury's Circular 750, and
- B. Rated at least "A", Class X in the latest edition of "Best's Key Rating Guide" published by A.M. Best Company.

On projects not exceeding \$500,000, a bond written by an unrated surety will be accepted provided that evidence is submitted to show full compliance with Florida State Statutes Section 287.0935.

18. INSURANCE:

Evidence of insurance must comply with the provisions of Paragraph 13.4 of the General Conditions.

19. BUILDING DEPARTMENT REGISTRATION:

The awardee and all Sub-Contractors, in order to obtain any required City of Hollywood permit, must register with the City of Hollywood Building Department. Registration must be current and in effect prior to the execution of the contract by the CRA. Registration can be obtained upon presentation of

- A. Proof of valid insurance with the City of Hollywood CRA named as the Certificate Holder to receive notification upon insurance expiration or cancellation;
- B. An Occupational License from within the State of Florida, and
- C. Either a Broward County Central Examining Board Card (with State of Florida Registration) or State of Florida Certification.

20. BUILDING PERMITS:

The CONTRACTOR and Sub-Contractors must obtain the standard Building Department Permits as may be required by the City of Hollywood Building Department for any work covered under this Contract. The CRA shall pay all City of Hollywood permit fees including any Federal, State, and County surcharges applicable at the time that the permit is issued. The Contractor or Sub-Contractors

shall be responsible for obtaining all inspections required under Section 305 of the latest Broward edition of the South Florida Building Code.

The Contractor shall obtain all other required permits and licenses as specified in Section 1.6 of the Supplementary Conditions. Payment for all applicable permit and license fees shall be made in accordance with Section 1.6 of the Supplementary Conditions.

21. PUBLIC ENTITY CRIMES FORM:

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 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.

PROPOSAL

TO THE CRA BOARD
CITY OF HOLLYWOOD, FLORIDA
BEACH COMMUNITY REDEVELOPMENT AGENCY

SUBMITTED October 9, 2017

Dear Board Members:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda and Drawings, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the CRA in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CRA; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the PROJECT MANAGER; and to complete all Contract Work with the time specified in the Bid Form, as may be modified by Article 14, Instructions to Bidders, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom.

| The BIDDER acknowledges receipt of the following addenda: | | | |
|---|--|--|--|
| No Dated September 13,2017 | | | |
| No. Dated September 13,2017 No. Dated September 27,2017 | | | |
| No Dated | | | |
| And the undersigned agrees that in case of failure on his part to execute the said Contract and the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond accompanying his bid, and the money payable thereon, shall be paid into the funds of the CRA, otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned. | | | |
| Attached hereto is a certified check on the | | | |
| Bank of | | | |
| or approved Bid Bond for the sum of Ten Percent of Bid amount | | | |
| Dollars (\$ o & B i d) according to the conditions under the | | | |
| Instructions to Bidders and provisions therein. | | | |
| WHEN THE BIDDER IS AN INDIVIDUAL: | | | |
| (Signature of Individual) | | | |
| (Printed Name of Individual) | | | |
| (Address) | | | |
| | | | |

| WHEN THE BIDDER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME: | | |
|--|--|--|
| | (Name of Firm) | |
| | (Address) | |
| | (Signature of Individual) | |
| | (Printed Name of Individual) | |
| WHEN THE BIDDE | ER IS A PARTNERSHIP: | |
| | (Name of Firm) A Partnership | |
| | 3705 Bellevue Avenue (Address) | |
| Ву: | (SEAL) | |
| | Bernard Eastman (Printed Name of Partner) | |
| Name and Address | of all Partners: | |
| Bernard | Eastman, 69 Spanish River Dr., Boynton Beach, PC 33435 | |
| Todd Weis, 17567 75th Place N., Loxabatcher, FG 33470 | | |
| | | |

| WHEN THE BIDDER | R IS A JOINT VENTURE: | |
|---|---|---------------------------------|
| | (Correct Name of Corporation) | - |
| | (Address) | - |
| Ву: | , | (SEAL) |
| | (Printed Name & Official Title) | - |
| Organized under the law to make this bid under the Contract E | e laws of the State of, and I and perform all work and furnish materials and equip Documents. | authorized by ment required |
| WHEN THE BIDDER | R IS A CORPORATION: | |
| | (Correct Name of Corporation) | - |
| | (Address of Corporation) | - - |
| Ву: | | (SEAL) |
| | (Printed Name & Official Title) | - |
| Organized under the law to make this bid under the Contract I | e laws of the State of, and and perform all Work and furnish materials and equipocuments. | authorized by oment required |

CERTIFIED COPY RESOLUTION OF BOARD OF DIRECTORS

| (Name of Corporation) |
|--|
| RESOLVED that |
| of |
| (Person Authorized to Sign) of (Name of Corporation) |
| be authorized to sign and submit the Bid or Proposal of this corporation for the following project: |
| The foregoing is a true and correct copy of the Resolution adopted by at a meeting of its Board of (Name of Corporation) |
| Directors held on the day of, 20 |
| By:(SEAL) |
| (Printed Name & Official Title) |

The above Resolution MUST BE COMPLETED if the Bidder is a Corporation.

CITY OF HOLLYWOOD, FLORIDA COMMUNITY REDEVELOMENT AGENCY (CRA)



Project No.: BCRA 09-029 Project Name: Hollywood Beach

Renourishment Phase II

Account No.:63.0100.22059.554.006312

If this Proposal is accepted, the undersigned Bidder agrees to complete all work under this contract within <u>75</u> calendar days following the issuance of the Notice to Proceed. **UNIT PRICE PREVAILS OVER TOTAL PRICE.** All entries on this form must be typed or written in block form in ink. Quantities Furnished are for information purposes only.

Payment to the Contractor shall be made on the basis of the Proposal bid items as full and complete payment for furnishing all materials, labor, tools and equipment, and for performing all operations necessary to complete the work included in the Contract Documents. Such compensation shall also include payments for any loss or damages directly or indirectly from the work, or from any discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CRA.

The prices stated in the proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. Unit prices used will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.

| No. | Description | Qty | Unit | Unit Price Total |
|-----|--|----------|--------|--|
| 1 | Mobilization and Demobilization | 1 | LS | \$ 64,258.05 64,258.00 |
| 2 | Surveying | 1 | LS | \$135,184,00\$ 135,184.00 |
| 3 | Site Restoration | 1 | LS | \$ 25,760.00\$ 25,760.00 |
| 4 | Beach Fill – North Segment (R-100+310 to R-102) | 8,127 | TONS | \$ 39.61\$ 321,910.47 |
| 5 | Beach Fill – South Segment (R-118+700 to R-123+800) | 84,262 | TONS | \$ 36.44\$ 3,070,507.28 |
| 6 | Geotechnical Testing | 1 | LS | \$ 10,483.20\$ 14,483.20 |
| 7 | Beach Tilling | 1 | LS | \$ 6,720.00\$ 6,720.00 |
| 8 | Turbidity Monitoring | 1 | LS | \$ 38,752,0\$ 38,752.00 |
| 9 | Vibration Control & Monitoring | 1 | LS | \$ 19,707.68 19,707.68 |
| 10 | Performance Bond (100% of Contract) | 1 | LS | \$ 44,24000 YY 240.00 |
| 11. | Owner Contingency 5% | 1 | LS | \$ <u>186,878.63</u> \$ <u>186,8</u> 78.63 |
| | | BASE BID | TOTAL: | \$ 3 924 451 26 |

Total Base Bid in Writing:

Three million, nine-hundred twenty-few thusand, southundred-Siftyones of Company Name:

Eastman Aggregate Enterprises, LLC

Signature:

Date:

BB04011

APPROVED BID BOND (Construction)

STATE OF FLORIDA COUNTY OF BROWARD CITY OF HOLLYWOOD

KNOW ALL MEN BY THESE PRESENTS:

| That we Eastman Aggregate Enterprises, LLC , as Principal, and | | | |
|---|--|--|--|
| Great American Insurance Company , as Surety, are held | | | |
| and firmly bound unto the Hollywood, Florida Community Redevelopment Agency in the sum of _ | | | |
| Ten Percent of Bid Amount | | | |
| Dollars (\$ 10% of Bid) lawful money of the United States, amounting to 10% of the total | | | |
| Bid Price, for the payment of said sum, we bind ourselves, our heirs, executors, administrators, | | | |
| and successors, jointly and severally, firmly by these presents. | | | |
| THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted | | | |
| the accompanying bid, dated October 9 ,2017 | | | |
| | | | |
| for: Beach Renourishment Phse II BCRA 09-029 | | | |
| for: Beach Renourishment Phse II BCRA 09-029 | | | |
| for: Beach Renourishment Phse II BCRA 09-029 | | | |
| for: Beach Renourishment Phse II BCRA 09-029 NOW, THEREFORE, if the principal shall not withdraw said bid within 60 days after date of the | | | |
| | | | |
| NOW, THEREFORE, if the principal shall not withdraw said bid within 60 days after date of the | | | |
| NOW, THEREFORE, if the principal shall not withdraw said bid within 60 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, | | | |
| NOW, THEREFORE, if the principal shall not withdraw said bid within 60 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CRA, in accordance with the bid as accepted, and give bond | | | |

In the event of the withdrawal of said bid within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the CRA the difference between the amount specified in said bid and such larger amount for which the CRA may in good faith contract with another party to perform the work and/or supply the materials covered by said bid.

| IN WITNESS WHEREOF, the above | e bound parties have executed this statement under their | | |
|---|--|--|--|
| several seals this9 day of _ | October, 20_17, the name and corporate | | |
| seal of each corporate party being | g hereto affixed and these presents duly signed by its | | |
| undersigned representative, pursuan | t to authority of its governing body. | | |
| WHEN THE PRINCIPAL IS AN INDIVIDUAL: Signed, sealed and delivered in the presence of: | | | |
| Witness | Signature of Individual | | |
| Address | | | |
| | Printed Name of Individual | | |
| | | | |
| Witness | | | |
| Address | , | | |
| | | | |

WHEN THE PRINCIPAL IS A CORPORATION:

| Attest: | | |
|-----------|--------------------------------|-----|
| I had all | Eastman Aggregate Enterprises, | LLC |
| Secretary | Name of Corporation | |
| | 3705 Bellevue Avenue | |
| | Business Address | |
| Ву: | Lake Worth, FL 33461 | |
| • | (Affix Corporate Seal) | |
| | Bernard Eastman | |
| | Printed Name | |
| | Managing Member | |

CERTIFICATE AS TO CORPORATE PRINCIPAL

Official Title

| I, <u>Bernard Fastman</u> , certify that I am the secretary of the Corporation named as |
|--|
| Principal in the attached bond; that Bernard Eastman who signed |
| the said bond on behalf of the Principal, was then <u>Managing member</u> |
| of said Corporation; that I know his signature, and his signature thereto is genuine and that said |
| bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of |
| its governing body. |
| Pul Ct |
| Secretary |

(Seal)

TO BE EXECUTED BY CORPORATE SURETY: Great American Insurance Company Secretary Witness Corporate Surety 301 E. 4 Street **Business Address** Cincinnati, OH 45202 By: (Affix Corporate Seal) Robert Barra Attorney-In-Fact Robert Barra Bob Barra Bonds, Inc. Name of Local Agency 9373 West Sample Road, Ste 206 **Business Address** Coral Springs, FL 33065 STATE OF FLORIDA COUNTY OF BROWARD CITY OF HOLLYWOOD Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Robert Barra to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the Great American Insurance Company has been authorized by Attached Power of Attorneyo execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the Hollywood, Florida Community Redevelopment Agency. Subscribed and sworn to before me this day of October KAREN CAPUTO Notary Public - State of Florida y Public, State of Florida Commission Numb Commission*# FF 239254

Page 4 of 4

My Comm. Expires Oct 3, 2019 Bonded through National Notary Assn.

My Commission Expire

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than ONE

No. 0 20557

POWER OF ATTORNEY

KNOWALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name

Address

Limit of Power \$100,000,000

ROBERT BARRA

CORAL SPRINGS, FLORIDA

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate

officers and its corporate seal hereunto affixed this

NOVEMBER day of GREAT AMERICAN INSURANCE COMPANY

Attest

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

NOVEMBER

DAVID C. KITCHIN (877-377-2405)

2015 , before me personally appeared DAVID C. KITCHIN, to me day of On this known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst Notary Public, State of Ohio My Commission Expires 05-18-2020 Susan a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of October

Assistant Secretary





CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY

1948 Harrison Street Hollywood, FL 33020 Phone (954) 924-2980 Fax (954) 924-2981

ADDENDUM NUMBER 1

Date: September 13, 2017

FOR: Beach Renourishment Phase II

FILE NUMBER: BCRA 09-029

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents dated August 31, 2017. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

CLARIFICATION

Clarification 1: A second pre bid meeting will be held on September 20, 2017 at 2:00 PM at the CRA office.

Clarification 2: Bid opening date is extended to October 9, 2017, 2:00 P.M.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME.

THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

Moshe Anuar, P.E., Senior Coastal Project Manager Community Redevelopment Agency



CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY

1948 Harrison Street Hollywood, FL 33020 Phone (954) 924-2980 Fax (954) 924-2981

ADDENDUM NUMBER 2

Date: September 27, 2017

FOR: Beach Renourishment Phase II

FILE NUMBER: BCRA 09-029

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents dated August 31, 2017. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

CLARIFICATION

Question 1: Please provide a plant list for this project.

Clarification 1: There is no plant list associated with the project. The only planting necessary is in the vicinity of the beach accesses. The plant species will include those that are impacted at the beach access point during construction. No specific dune planting areas are specified in this project.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME.

THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

Moshe Anuar, P.E., Senior Coastal Project Manager Community Redevelopment Agency

INFORMATION REQUIRED OF BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

| 1. | Contractor's Name/Address: <u>Eastman Aggregate Enterprises</u> , <u>LCC</u> |
|----|---|
| | 3705 Bellevue Avenue, Lake Worth, FC 33461 |
| | |
| 2. | Contractor's Telephone Number: 561-969-7147 |
| 3. | Qualifier's Name: Michel Marzano |
| 4. | Contractor's Primary Classification: Earthwork, Heavy Hawling |
| | State Registration Number (attach copy, if applicable): (, GC 15162-60 |
| | Contractor's Certification/Competency Number (attach copy): |
| | Issuing Agency: |
| | Occupational License Number (attach copy): 326-7195 20050906 2008 18563 |
| | Issuing Agency: Broward County, Palm Beach County X2 |
| 5. | Number of years as a Contractor in construction work of the type involved in this Contract: |
| 6. | List the names and titles of all officers of Contractor's firm: |
| | Bernard Eastman, (PST) managing Mumber |
| | Todd Wels, member |
| | 1886 WCIST MEMBER |
| | |
| | |
| 7. | Name of person who inspected site or proposed work for your firm: |
| | Name: Bernard Eastman |
| | Date of Inspection: Sept 20, 2017 |

NOTE: If requested by the CRA, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

LIST OF SUB-CONTRACTORS

The Bidder SHALL list below the name, address, and phone number of each Sub-Contractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Sub-Contractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the CRA. Sub-Contractors must be properly licensed and hold a valid Certificate of Competency.

| Work to be Performed S | Sub-Contractor's Name/Address | Telephone # |
|-------------------------|--|-----------------------|
| 1. Trucking | Tupler Trucking 6570 Southwest Grithch Davie FC 33314 | 954-583-0801 |
| 2. Trucking | Allied Trucking of Florida 2701 Vista Parkway Unit A West Palm Brach, FC 33411 | \$ 561-642-7750 |
| 3. Testing + Monitoring | | 561-347-0076 |
| 4. Surveying | Morgan d EKlund 8745 US-1 Webasso, PC 32970 | |
| 5. Sand | Vulcan Materials 11655 SR 78 Moore Haven, FC 334 | 2 <u>39-633-</u> 3648 |
| 6. Trucking | Siboney-Southeast Flo 1450 Centrepark Blud, Suit West Palm Beach, FC 334 | |
| 7. Trucking | Sorrel Development 8835 NW 95th Street Medley, FZ 33178 | 305-883-4860 |
| 8 | | |
| 9 | | |
| 10 | | |
| | | |

REFERENCES

INFORMATION REQUIRED OF BIDDERS

| CHIL-696 (1 0)S | Worth, R33461 |
|---|----------------------------|
| Jastman Aggregate Entrypers. UPhone Number. | 3705 Bellevie Avenue, Lake |
| Contractor's Name: | Contractor's Address: |

Please list all of the projects you have completed in the last three (3) years, by using the following table.

| Contact Person Name & Phone Number: | 1) (1 | shoots | | | | |
|--|--------|----------------|----|----|---|----|
| Con | , | 0 | | | | |
| Contract Amount | | attacked shoot | | | | |
| Completion Date | | Se | | ß | | |
| Location/Address: | | "Please | | | | |
| Project Name or Description: | 2. | ñ | 4. | 5. | O | 7. |

| 9/13/2017 12: | 05 PM [©] | 6 | 10. | 11. | 12. | 13. | 14. | 15. |
|---------------|--------------------|---|-----|-----|-----|-----|-----|-----|

"REFERENCES"

Similar work performed 2016-2017:

Project Name: Broward County Shore Protection Project - Segment II

Client Name: Broward County Environmental Protection

Client Address: 115 S St. Andrews Ave. #359H, Ft. Lauderdale, FL

Phone Number: (954) 519-1270, Nicole Sharp

Nature of Work: Supply, Haul, Convey & Place 875K tons sand

Contract Completion Time: 180 days

Actual Completion Time: Hiatus for Turtle Nesting

Actual Final Contract Completion Date: January 2017

Original Contract Price: \$37,016,422.42

Actual Final Contract Price: \$35,635,489.04

Project Name: Sunny Isles Beach Erosion Control & Hurricane Protection

Client Name: Army Corps of Engineers/Jacksonville

Client Address: PO Box 4970, Jacksonville, FL

Phone Number: (954) 436-9482, Christopher Rego

Nature of Work: Supply, Haul & Place 330K tons sand

Original Contract Completion Time: 246 days

Actual Completion Time: May 2017

Actual Final Contract Completion Date: May 2017

Original Contract Price: \$11,889,480.65

Actual Final Contract Price: \$12,625,054.00

Similar work performed 2015:

Project Name: Grassy Flats Restoration Project

Client Name: Palm Beach County ERM

Client Address: 2300 North Jog Rd., 4th Fl., WPB, FL 33411

Phone Number: (561) 233-2400, Eric Anderson

Nature of Work: Wetland Restoration; 20 acres

Contract Completion Time: 358 days

Actual Completion Time: 301 days

Actual Final Contract Completion Date: 3/20/2015

Original Contract Price: \$1,688,921.00

Actual Final Contract Price: \$1,699,970.21

Project Name: Singer Island Dune Restoration

Client Name: Palm Beach County ERM

Client Address: 2300 North Jog Rd., 4th Fl., WPB, FL 33411

Phone Number: (561) 233-2400, Andy Studt

Nature of Work: Supply, haul, convey & place 56k tons sand

Contract Completion Time: 54 days

Actual Completion Time: 54 Days

Actual Final Contract Completion Date: 3/20/2015

Original Contract Price: \$1,308,592.00

Actual Final Contract Price: \$1,303,960.70

Similar work performed 2015:

Project Name: Town of Hillsboro Beach Project

Client Name: Town of Hillsboro Beach

Client Address: 1210 Hillsboro Mile, Hillsboro Beach, FL

Phone Number: (561) 391-8102, Doug Mann

Nature of Work: Supply, haul & place 70k tons beach sand

Contract Completion Time: 35 days

Actual Completion Time: 35 days

Actual Final Contract Completion Date: 3/30/2015

Original Contract Price: \$2,127,950.00

Actual Final Contract Price: \$1,950,000.00

Project Name: Jupiter Carlin Shore Protection 3

Client Name: Palm Beach County ERM

Client Address: 2300 North Jog Rd., 4th Fl., WPB, FL 33411

Phone Number: 233-2400 Tracy Logue

Nature of Work: Supply, Haul, Convey & Place 240K tons sand

Contract Completion Time: 195 days

Actual Completion Time: Began 11/2014

Actual Final Contract Completion Date: 4/10/2015

Original Contract Price: \$7,412,035.00

Actual Final Contract Price: \$7,640,840.76

Similar work performed 2014:

Project Name: Broward County Z Flood Control

Client Name: Army Corps of Engineers, Miami Office

Client Address: 3000 SW 148th Ave., #2541, Miramar, FL

Phone Number: 305-308-0555, Janae' Ball

Nature of Work: Supply, Haul, Convey & Place 185K tons sand

Contract Completion Time: 152 days

Actual Completion Time: 121 days

Actual Final Contract Completion Date: 3/4/2014

Original Contract Price: \$7,112,594.86

Actual Final Contract Price: \$8,183,050.54

Project Name: Grassy Flats Restoration Project

Client Name: Palm Beach County ERM

Client Address: 2300 North Jog Rd., 4th Fl., WPB, FL 33411

Phone Number: (561) 233-2400, Eric Anderson

Nature of Work: Wetland Restoration; 20 acres

Contract Completion Time: 358 days

Actual Completion Time: Start date 6/10/2014

Actual Final Contract Completion Date: 3/20/2015

Original Contract Price: \$1,688,921.00

Actual Final Contract Price: \$1,699,970.21

Similar work performed 2014:

Project Name: Coral Cove Dune Restoration

Client Name: Palm Beach County ERM

Client Address: 2300 N. Jog Road, West Palm Beach, FL

Phone Number: 561-233-2400, Reuben Bishop

Nature of Work: Supply, Haul, Convey & Place 35K tons sand

Contract Completion Time: 45 days

Actual Completion Time: 35 days

Actual Final Contract Completion Date: 2/10/2014

Original Contract Price: \$ 790,189.57

Actual Final Contract Price: \$773,316.76

Project Name: Pelican Bay Beach/Vanderbilt Beach

Client Name: Collier County Coastal Zone Mgmt.

Client Address: 3299 Tamiami Trail E, Naples, FL

Phone Number: 239-252-2966, Gary McAlpin

Nature of Work: Supply, Haul & Place 52K tons sand

Contract Completion Time: 136 days

Actual Completion Time: 125 days

Actual Final Contract Completion Date: 2/1/2014

Original Contract Price: 1,304,660.00

Actual Final Contract Price: \$1,102,054.69

Similar work performed 2013:

Project Name: Singer Island Dune Restoration

Client Name: Palm Beach County ERM

Client Address: 2300 N. Jog Road, West Palm Beach, FL

Phone Number: 561-233-2400, Michael Stahl

Nature of Work: Haul, Convey & Place 70,000 tons of sand

Contract Completion Time: 60 days

Actual Completion Time: 53 days

Actual Final Contract Completion Date: 2/28/2013

Original Contract Price: \$969,998.00

Actual Final Contract Price: \$1,585,908.00

Project Name: State Road A1A Emergency Beach Repairs

Client Name: Broward County

Client Address: 115 S Andrews Ave., Ft. Lauderdale, FL 33301

Phone Number: 954-519-1231

Nature of Work: Supply, Haul & Place 36k tons of sand

Contract Completion Time: 35 days

Actual Completion Time: 35 days

Actual Final Contract Completion Date: 4/5/2013

Original Contract Price: \$1,165,410.00

Actual Final Contract Price: \$1,165,410.00

Similar work performed 2013:

Project Name: Vanderbilt Beach/Pelican Bay Beach

Client Name: Collier County Coastal Zone Mgmt.

Client Address: 3299 Tamiami Trail E, Naples, FL

Phone Number: 239-252-2966, Gary McAlpin

Nature of Work: Supply, Haul & Place 92K tons sand

Contract Completion Time: 136 days

Actual Completion Time: 125 days

Actual Final Contract Completion Date: 12/30/2013

Original Contract Price: 2,217,265.00

Actual Final Contract Price: \$2,325,769.12

Project Name: Broward County Z Flood Control

Client Name: Army Corps of Engineers, Miami Office

Client Address: 3000 SW 148th Ave., #251, Miramar, FL

Phone Number: 561-308-0555, Janae' Ball

Nature of Work: Supply, Haul, Convey & Place 130K tons sand

Contract Completion Time: 136 days

Actual Completion Time: t/b/d

Actual Final Contract Completion Date: Still ongoing end 2013

Original Contract Price: \$7,112,594.86

Actual Final Contract Price: \$3,913,632.29 as of 12/31/2013

Similar work performed 2012:

Project Name: Miami Dade Beach Erosion Control & Hurricane Protection Project

Client Name: Great Lakes Dredge & Dock Co.

Client Address: 2122 York Rd., Oak Brook, IL 60523

Phone Number: 630-805-4049, Sam Morrison

Nature of Work: Prepare 8,460' for dredge pipe installation and

excavate 135,420 CY of borrow site material.

Contract Completion Time: Not specified

Actual Completion Time: 145 days

Actual Final Contract Completion Date: 10/18/2012

Original Contract Price: Determined by various rates

Actual Final Contract Price: \$1,576,564.60

Project Name: Key Biscayne Beach Re-nourishment

Client Name: Village of Key Biscayne

Client Address: 88 West McIntyre St., #230, Key Biscayne

Phone Number: 305-365-5506, John C. Gilbert

Nature of Work: Supply, Haul & Place 60,000 tons of sand

Contract Completion Time: 60 days

Actual Completion Time: 55 days

Actual Final Contract Completion Date: 7/18/2012

Original Contract Price: \$1,569,875.66

Actual Final Contract Price: \$1,759,533.13

Similar work performed 2012:

Project Name: Jupiter Dune Restoration

Client Name: Palm Beach County ERM

Client Address: 2300 N. Jog Road, West Palm Beach, FL

Phone Number: 561-233-2400, Reuben Bishop

Nature of Work: Haul, Convey & Place 60,000 tons of sand

Contract Completion Time: 60 days

Actual Completion Time: 50 days

Actual Final Contract Completion Date: 2/24/2012

Original Contract Price: \$1,290,575.00

Actual Final Contract Price: \$1,079,280.00

Project Name: Hollywood Beach Re-nourishment

Client Name: City of Hollywood

Client Address: 1621 N 14th Ave, Hollywood, FL

Phone Number: 954-921-3990, Moe Anuar

Nature of Work: Supply, Haul & Place 97k tons of sand

Contract Completion Time: 120 days

Actual Completion Time: 101 days

Actual Final Contract Completion Date: 3/28/2012

Original Contract Price: \$3,668,910.00

Actual Final Contract Price: \$2,469,366.00

Similar work performed 2011:

Project Name: Coquina Beach

Client Name: Great Lakes Dock & Dredge Co.

Client Address: 2122 York Rd., Oak Brook, IL

Phone Number: (630) 574-3000, Chris Pomfret

Nature of Work: Excavate, Sift & Grade 95K cy

Contract Completion Time: 60 days

Actual Completion Time: 50 days

Actual Final Contract Completion Date: 11/5/2011

Original Contract Price: \$417,346.00

Actual Final Contract Price: \$379,711.22

Similar work performed 2011:

Project Name: Coco Plum & Sombrero Beach

Client Name: City of Marathon

Client Address: 9805 Overseas Hwy., Marathon, FL

Phone Number: 305-743-0033, Susie Thomas

Nature of Work: Supply & Haul 10k tons of beach sand

Contract Completion Time: 120 days

Actual Completion Time: 111 days

Actual Final Contract Completion Date: 3/10/2011

Original Contract Price: \$379,840.00

Actual Final Contract Price: \$314,433.00

Project Name: Naples Beach Restoration

Client Name: Collier County

Client Address: 3299 Tamiami Trail E, Naples, FL

Phone Number: 239-252-2966, Gary McAlpin

Nature of Work: Haul, Convey & Place 43K tons of sand

Contract Completion Time: 60 days

Actual Completion Time: 30 days

Actual Final Contract Completion Date: 3/30/2011

Original Contract Price: \$546,864.00

Actual Final Contract Price: \$546,864.00

State of Florida Department of State

I certify from the records of this office that EASTMAN AGGREGATE ENTERPRISES, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 30, 2004.

The document number of this limited liability company is L04000064140.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on April 17, 2017, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventeenth day of April, 2017



Ken Define Secretary of State

Tracking Number: CC2629639222

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

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



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783 (850) 487-1395

MARZANO, MICHAEL W
EASTMAN AGGREGATE ENTERPRISES LLC
9030 PARAGON WAY
BOYNTON BEACH FL 33472

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

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

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



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1516260

ISSUED: 06/12/2016

CERTIFIED GENERAL CONTRACTOR MARZANO, MICHAEL W EASTMAN AGGREGATE ENTERPRISES LLC

IS CERTIFIED under the provisions of Ch.489 FS. Expiration date: AUG 31, 2018 L1606120001514

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1516260

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



MARZANO, MICHAEL W
EASTMAN AGGREGATE ENTERPRISES LLC
9030 PARAGON WAY
BOYNTON BEACH FL 33472



BROWARD COUNTY-LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL .33301-1895 - 954-831-4000 VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

Business Name: EASTMAN AGGREGATES ENTERPRISES LLC

Receipt #: 326-7195
COURTER/TRANSPORT/DLVRY/TOWIN
Business Type: (TRUCKING)

Owner Name: BERNARD EASTMAN

Business Location: 3705 BELLEVUE AVE

PALM BEACH COUNTY

Business Opened:10/29/2007

State/County/Cert/Reg: **Exemption Code:**

Business Phone:

Rooms

Seats

Employees 26

Machines

Professionals

| | | For | Vending Business Only | / | | |
|------------|------------------|---------|-----------------------|--------------|-----------------|------------|
| | Number of Machin | ies: | | Vending Type | : | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 |

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

BERNARD EASTMAN 3705 BELLEVUE AVE LAKEWORTH, FL 33461 Receipt #01C-16-00002354 Paid 09/15/2017 150.00

2017 - 2018



ANNE M. GANNON CONSTITUTIONAL TAX COLLECTOR Serving Palm Beach County

serving you:

P.O. Box 3353, West Palm Beach, FL 33402-3353 www.pbctax.com Tel: (561) 355-2264

LOCATED AT

3705 BELLEVUE AVE LAKE WORTH, FL 33461

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL# |
|--------------------|-----------------|-----------------|-----------------------|----------|-----------|
| 81-0102 EXCAVATING | EASTMAN BERNARD | | B17.502850 - 09/01/17 | \$33.00 | B40116218 |

his document is valid only when receipted by the Tax Collector's Office.

B3 - 541

EASTMAN AGGREGATES ENTERPRISES LLC EASTMAN AGGREGATES ENTERPRISES LLC 3705 BELLEVUE AVE LAKE WORTH, FL 33461-4117 STATE OF FLORIDA
PALM BEACH COUNTY
2017/2018 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200818563 EXPIRES: SEPTEMBER 30, 2018

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

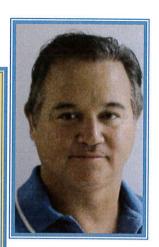


TEAM QUALIFICATIONS

PRESIDENT

Bernard D. Eastman

- ♦ 15 years of dune restoration experience; 22 years with Eastman Aggregates.
- Member of American Shore and Beach Preservation Association (ASBPA) and Florida Shore & Beach Preservation Association (FSBPA)
- ♦ Co-Founder, Seasoned Principal, Project Director, Project Manager
- Experience: Dune & Beach Restoration & Renourishment Services for Palm Beach County, Town of Palm Beach, Cities of Deerfield, Hillsboro Beach, Collier County, St. Johns County, Cities of Marathon and Key Biscayne, Miami Dade County, Singer Island, Marco Island, Lantana, Naples, Hollywood, Broward County, Fort Lauderdale, and multiple USACE beach projects.





PROJECTS MANAGER

Sean Kemnuir

- ♦ 12 years coastal/dune management, Safety Officer
- ◆ 12 years construction management experience; Member of American Shore and Beach Preservation Association (ASBPA) and Florida Shore & Beach Preservation Association (FSBPA)
- Veteran Project Superintendent and Department Director
- Experience: Dune & Beach Restoration & Renourishment Services for Palm Beach County, Cities of Deerfield, Hillsboro Beach, Collier County, St. Johns County, Singer Island, Marco Island, Naples, Hollywood, Ocean Ridge, Anna Maria Island, Pensacola, Destin, Topsail, North Topsail, Flagler, St Augustine, St Lucie, Venice, Siesta Key, Boca Raton, Town of Palm Beach Broward County, Fort Lauderdale, and multiple USACE beach projects.

VICE PRESIDENT & PROJECT MANAGER

Todd Weis

- ♦ 10 years coastal/dune management, Safety Officer
- Member of American Shore and Beach Preservation Association (ASBPA) and Florida Shore & Beach Preservation Association (FSBPA
- Veteran Project Superintendent and Department Director
- Experience: Dune & Beach Restoration & Renourishment Services for Palm Beach County, Town of Palm Beach, Cities of Deerfield, Hillsboro Beach, Collier County, St. Johns County, Cities of Marathon and Key Biscayne, Miami Dade County, Singer Island, Marco Island, Lantana, Naples, Hollywood, Broward County, Fort Lauderdale, and multiple USACE beach projects.





BEACH & DUNE NOURISHMENT WETLAND RESTORATION MUCK CAPPING



SENIOR CONVEYOR MANAGER

James Bradley

- 15 years of construction materials management, 18 Years with Eastman Aggregates
- ◆ Aggregate Field Technician, Conveyor Testing Technician
- ◆ Experience: Dune & Beach Restoration & Renourishment Services for Palm Beach County, Town of Palm Beach, Cities of Deerfield, Hillsboro Beach, Collier County, St. Johns County, Cities of Marathon and Key Biscayne, Miami Dade County, Singer Island, Marco Island, Lantana, Naples, Hollywood, Broward County, Fort Lauderdale, and multiple USACE beach projects.

FLEET MANAGER

Willie Corzo

- ♦ 18 years of experience; 8 years with Eastman Aggregates
- ♦ Veteran MOT Manager and Member of the Florida Trucker Association
- ♦ Experience: Dune & Beach Restoration & Renourishment Services for Palm Beach County, Town of Palm Beach, Cities of Deerfield, Hillsboro Beach, Collier County, St. Johns County, Cities of Marathon and Key Biscayne, Miami Dade County, Singer Island, Marco Island, Lantana, Naples, Hollywood, Broward County, Fort Lauderdale, and multiple USACE beach projects





SITE SUPERVISOR Kenneth Kuehner

- ♦ 6 years coastal construction, 8 years with Eastman Aggregates
- ◆ Field Technician, Manatee Observer, Protected Species Observer
- Experience: Dune & Beach Restoration & Renourishment Services for Palm Beach County, Town of Palm Beach, Cities of Deerfield, Hillsboro Beach, Collier County, St. Johns County, Cities of Marathon and Key Biscayne, Miami Dade County, Singer Island, Marco Island, Lantana, Naples, Hollywood, Broward County, Fort Lauderdale, and multiple USACE beach projects.



ANNE M. GANNON CONSTITUTIONAL TAX COLLECTOR

Serving Palm Beach County
Serving YOU.

P.O. Box 3353, West Palm Beach, FL 33402-3353 www.pbctax.com Tel: (561) 355-2264

LOCATED AT

3705 BELLEVUE AVE LAKE WORTH, FL 33461

| TYPE OF BUSINESS | OWNER | CERTIFICATION# | RECEIPT #/DATE PAID | AMT PAID | BILL# |
|--------------------------|-----------------|----------------|-----------------------|----------|-----------|
| 48-4110 TRUCKING SERVICE | EASTMAN BERNARD | | B17.502847 - 09/01/17 | \$33.00 | B40116219 |

This document is valid only when receipted by the Tax Collector's Office.

B2 - 541

EASTMAN AGGREGATES ENTERPRISES LLC EASTMAN AGGREGATES ENTERPRISES LLC 3705 BELLEVUE AVE LAKE WORTH, FL 33461-4117 STATE OF FLORIDA
PALM BEACH COUNTY
2017/2018 LOCAL BUSINESS TAX RECEIPT

LBTR Numbér: 200509806 EXPIRES: SEPTEMBER 30, 2018

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/6/2017

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)

| CE | funcate noider in fieu of Such endors | emer | щ5). | | CONTA | OT. | | | | |
|-------------|---|------------------------|-----------------------|---|-------------------|---|--|--|---------------|----------------|
| PROD | DUCER | | | | CONTA NAME: | Certifica | ite Team | [v | | |
| Gate | way-Acentria Insurance, LLC | | | | PHONE (A/C, No | , Ext):954-73 | 5-5500 | FAX (A/C, No):S | 54-73 | 5-2852 |
| |) W. Oakland Park Blvd. Lauderdale FL 33311 | | | | F-MAII | ss:certificate | | rins.com | | |
| FOIL | Lauderdale FL 33311 | | | | | | | RDING COVERAGE | | NAIC# |
| | | | | | INSURE | R A :Traveler | s Property (| Casualty Company | | 25674 |
| INSU | RED | LOR | SOL | -VC | | RB:Everest | | | | |
| Flori | da Soils & Aggregates LLC | LOI | 001 | VO | INSURE | | maommity n | 10. 00. | | |
| Eas | man Aggregate Enterprises, LLC | | | | INSURE | | | | | |
| BEL | Equipment Leasing LLC, Fluidized | Rock | < Sy | stems | INSURE | | | | | |
| | 5 Bellevue Avenue | | | | INSURE | | | | | |
| | Worth FL 33461 /ERAGES CER | TIFIC | ATE | NUMPED, OFFICE | INSURE | KF: | | REVISION NUMBER: | | |
| CO | IIS IS TO CERTIFY THAT THE POLICIES | OF | AIL | NUMBER: 352950528 | /E BEE | N ISSUED TO | | | IF POI | ICY PERIOD |
| IN | DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I CCLUSIONS AND CONDITIONS OF SUCH | QUIR PERTA POLIC | EME! AIN, :IES. | NT, TERM OR CONDITION THE INSURANCE AFFORD | of an' Ed by | Y CONTRACT THE POLICIE REDUCED BY | OR OTHER I S DESCRIBEI PAID CLAIMS | DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO | T TO | WHICH THIS |
| INSR LTR | TYPE OF INSURANCE | ADDL: | SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | 3 | |
| A | GENERAL LIABILITY | | | CO-4984C94A-17 | | 4/16/2017 | 4/16/2018 | EACH OCCURRENCE | \$1,000 | ,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,0 | 00 |
| | CLAIMS-MADE X OCCUR | | | | | | | | \$5,000 | |
| | | | | | | | | PERSONAL & ADV INJURY | \$1,000 | ,000 |
| | | | | | | | | GENERAL AGGREGATE | \$2,000 | ,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000 | ,000 |
| | POLICY X PRO- | | | | | | | | \$ | |
| A | AUTOMOBILE LIABILITY | | | 810-1E316320-17 | | 4/16/2017 | 4/16/2018 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000 | .000 |
| | X ANY AUTO | | | | | | | | \$ | |
| | ALL OWNED SCHEDULED | | | | | | | | \$ | |
| | X HIRED AUTOS X AUTOS X AUTOS | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | A HIRED AUTOS A AUTOS | | | | | | | PIP | \$10,00 | 0 |
| Α | X UMBRELLA LIAB X OCCUR | | | CUP-3J575633-17 | | 4/16/2017 | 4/16/2018 | EACH OCCURRENCE | \$6,000 | ,000 |
| | EXCESS LIAB CLAIMS-MADE | | | STATE | | | | AGGREGATE | \$6,000 | ,000 |
| | DED X RETENTION \$10,000 | | | | | | | | s | |
| | WORKERS COMPENSATION | | | | | | | WC STATU- OTH- TORY LIMITS ER | | |
| | AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE | | | | | | | E.L. EACH ACCIDENT | s | |
| | OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | | E.L. DISEASE - EA EMPLOYEE | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | 100 | |
| В | MANAGEMENT OF THE PROPERTY OF | | - | FF4D004407404 | | 11/12/2016 | 11/12/2017 | | 1.000.0 | 00 |
| В | Pollution Liability | | | EF4PO04167161 | | 11/12/2016 | 11/12/201/ | Policy Limit | 1,000,0 | 30 |
| DES | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC | LES (A | ttach | ACORD 101, Additional Remarks | Schedule | e, if more space i | s required) | 1 | 20-910 = n03- | |
| | surer A Equip Floater policy #QT66 | | | | | | | ment \$400,000 per item | n Dedu | uctible \$2,50 |
| | | | | | | | | | | |
| | | | | | | | | | | |

CERTIFICATE HOLDER

City of Hollywood Community Redevelopment Agency 1948 Harrison Street Hollywood FL 33020 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

DIPAL

© 1988-2010 ACORD CORPORATION. All rights reserved.

| | | CERTIFICAT | E OF LIAB | ILITY INS | SURANCE | | Date 10/6/2017 |
|---------|------------|--|---|---|--|--|----------------------------------|
| Proc | ducer: | Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 | | This Certifica | te is issued as a matte | er of information only and con This Certificate does not ame ne policies below. | fers no nd, extend |
| | | (727) 938-5562 | | | Insurers Affording Cov | verage | NAIC # |
| | | | la a R Carla a i di a | Insurer A: | Lion Insurance Company | / | 11075 |
| Insu | ıred: | South East Personnel Leasing, | inc. & Subsidia | Insurer B: | | | |
| | | 2739 U.S. Highway 19 N. Holiday, FL 34691 | | Insurer C: | | | |
| | | Holiday, FL 34691 | | Insurer D: | | | |
| | | | | Insurer E: | | | |
| | erage | | | | | | |
| with re | spect to w | surance listed below have been issued to the insured nich this certificate may be issued or may pertain, the have been reduced by paid claims. | d named above for the po insurance afforded by the | licy period indicated. No se policies described here | twithstanding any requiremen ein is subject to all the terms, | nt, term or condition of any contract or o exclusions, and conditions of such polic | ther document cies. Aggregate |
| INSR | ADDL | T of language | Delieu Number | Policy Effective | Policy Expiration | Limits | |
| LTR | INSRD | Type of Insurance | Policy Number | Date (MM/DD/YY) | Date (MM/DD/YY) | | |
| | | GENERAL LIABILITY | | (IVIIVI/DD/TT) | (IVIIVI/DD/11) | Each Occurrence | ç |
| | | Commercial General Liability | | | | | <u> </u> |
| | | Claims Made Occur | | | | Damage to rented premises (EA occurrence) | \$ |
| | | Glaims Wade Goodi | 1 1 | | | | \$ |
| | | | 1 1 | | | Med Exp | • |
| | | General aggregate limit applies per: | 1 1 | | | Personal Adv Injury | \$ |
| | | Policy Project LOC | 1 | | | General Aggregate | \$ |
| | | Profess Local | 1 | | | Products - Comp/Op Agg | \$ |
| - | | AUTOMOBILE LIABILITY | | | | Combined Single Limit | |
| | | AO TOMOBILE LIABILITY | 1 | | | (EA Accident) | \$ |
| | | Any Auto | | | 1 | Bodily Injury | |
| | | All Owned Autos | | | | (Per Person) | \$ |
| | | Scheduled Autos | 1 1 | | 1 | Bodily Injury | |
| | | Hired Autos |] | | 1 | (Per Accident) | \$ |
| | | Non-Owned Autos | 1 1 | | | Property Damage | |
| | | | 1 1 | | | (Per Accident) | s |
| | | | | | | E TO COMMON TO STATE OF THE STA | * |
| | | EXCESS/UMBRELLA LIABILITY | 1 | | | Each Occurrence | |
| | | Occur Claims Made | 1 | | | Aggregate | |
| | | Deductible | | | | | - |
| Α | | ers Compensation and | WC 71949 | 01/01/2017 | 01/01/2018 | X WC Statu- OTH- tory Limits ER | |
| | Emplo | yers' Liability | | | | E.L. Each Accident | \$1,000,000 |
| | | prietor/partner/executive officer/member | | | | | |
| | | d? NO describe under special provisions below. | 1 1 | | | E.L. Disease - Ea Employee | \$1,000,000 |
| | 11 165, | describe under special provisions below. | | | | E.L. Disease - Policy Limits | \$1,000,000 |
| | Other | | Lion Insura | nce Company is | A.M. Best Company | rated A- (Excellent). AMB | # 12616 |
| | | | | | | | |
| | | s of Operations/Locations/Vehicles/E | | | | Client ID: 37-65 | 5-001 |
| Cove | rage only | applies to active employee(s) of South East F | | ggregate Enterprise | | Cheffe company : | |
| Covo | rago onli | applies to injuries incurred by South East Per | | | A CONTRACTOR OF THE CONTRACTOR | g in: FL. | |
| | | s not apply to statutory employee(s) or indepe | | | | y | |
| | | tive employee(s) leased to the Client Compar | | | | g (727) 938-5562. | |
| | ect Nam | | | - 4 | 276 - 5 | # # # # # # # # # # # # # # # # # # # | |
| | JE 10-06- | | | | | | |
| | | | | | | | |
| | | | | | | <u>120 - 12 - 120 - 1</u> | - 4/4/2015 |
| CE | RTIEICAT | E HOLDER | | CANCELLATION | | Begin Dat | te 4/1/2016 |
| CE | KTIFICAT | CRA/CITY OF HOLLYWOOD | | Should any of the ab | ove described policies be car | ncelled before the expiration date there | of, the issuing |
| | | | | insurer will endeavor do so shall impose n | r to mail 30 days written notice to obligation or liability of any | e to the certificate holder named to the kind upon the insurer, its agents or rep | resentatives. |
| | | 2600 HOLLYWOOD BLVD | | | | | - |
| 1 | | HOLLYWOOD, FL 33020 | | 1 | 11 | 12 | |

EXHIBIT A

NOTICE TO ALL BIDDERS AND PROPOSERS

Local Preference: Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsible responsive bidder non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

For questions or additional information regarding Program compliance, please contact:

Paul Bassar, Contract Compliance Officer Procurement Services 2600 Hollywood Boulevard, Room 303 Hollywood, FL 33022-9045

Phone: (954) 921-3290 Fax: (954) 921-3086

EXHIBIT B

Ordinance No. O-2007-05

M 2006-48

ORDINANCE NO. 0-2007-05

AN ORDINANCE OF THE CITY OF HOLLYWOOD, FLORIDA, AMENDING CHAPTER 30 OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 30.15 ENTITLED "LOBBYIST; REGISTRATION AND DISCLOSURE; ENFORCEMENT" IN ORDER TO ESTABLISH A CONE OF SILENCE.

WHEREAS, Section 30.15 of the Hollywood Code of Ordinances establishes the procedures and guidelines for Lobbying activities; and

WHEREAS, the City Commission desires to update Section 30.15 to include a Cone of Silence:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

<u>Section 1</u>: That Section 30.15 of the City's Code of Ordinances entitled "Lobbyists; Registration and Disclosure; Enforcement" is hereby amended to read as follows:

TITLE III: ADMINISTRATION

CHAPTER 30:

CITY POLICIES, GENERALLY

LOBBYISTS/VENDORS; EX PARTE COMMUNICATIONS

§30.15 LOBBYIST/VENDOR REGULATIONS.

(E) Cone of Silence.

(1) "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), bid or other competitive solicitation governed by Section 38.40 of the Code of Ordinances between:

(Coding: Words in struck through type are deletions from existing law; words underscored are additions)

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

For purposes of this subsection, "vendor's representative" means an employee, partner, officer, or director of a potential vendor, or consultant, Lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

- (2) A Cone of Silence shall be applicable to each RFP, RLI, RFQ, bid, or other competitive solicitation upon the issuance of the applicable RFP, RLI, RFQ, bid or other competitive solicitation. At the time of imposition of the Cone of Silence, public notice of the Cone of Silence shall be posted. A statement disclosing the requirements of this subsection shall be included in any advertisement and public solicitation for goods and services. The City Manager or his/her designee shall issue a notice to the affected department(s), the City Clerk, and City Commission's Office that such RFP, RLI, RFQ, bid or other competitive solicitation has been issued and the Cone of Silence has been imposed.
- (3) The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation. If the City Commission refers the item back to the City Manager and staff for further review, the Cone of Silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.
- (4) Nothing contained herein shall prohibit any potential vendor or vendor's representative:
 - (a) from making public presentations at a duly noticed pre-bid conference or before a duly noticed evaluation committee meeting:
 - (b) from communicating with the City Commission during a duly noticed public meeting; or
 - (c) from communicating verbally or in writing with a City employee for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RLI, RFQ, or bid documents. Only written addenda will be binding. No oral representations, clarifications, or changes made to the written specification by the City's employees, shall be binding unless such clarifications or changes are provided to bidders/proposers in written addendum form. All written information shall be provided to the members

of the applicable Evaluation Committee, including any response thereto and attached to the City Commission agenda item or to the City Manager for consideration of the award under the applicable competitive solicitation.

(d) from communicating in writing with the Director of Procurement Services or other staff person specifically designated on the procurement document, subject to the following provisions.

The potential yendor or vendor's representative shall deliver a copy of any such written communication to the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RLI, RFQ, or other bid document number.

All written information shall be provided to the members of the applicable Evaluation Committee, including any response thereto and attached to the City Commission agenda item or to the City Manager for consideration of the award under the applicable competitive solicitation.

- Manager the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.
- (f) from attending meetings with homeowner associations, civic associations and the like to discuss a particular RFP, RFQ, RLI, bid or other competitive solicitation where a City Commissioner is in attendance.
- (5) Penalties. A violation of, or failure to comply with this subsection shall subject the offender, upon conviction, to a fine of \$500.00, or imprisonment for a period not to exceed 60 days, or both such fine and imprisonment shall be imposed. In addition, the provisions of subsections (6) through (8) below shall apply.
- (6) The City Manager shall be informed of any vendor/vendor's representative who is alleged to have violated the requirements of this subsection. In such an event, the City Manager shall cause an investigation to be performed by the Cone of Silence Evaluation Committee (herein referred to as the Committee). The Committee shall be comprised of the Director of Financial Services, the Director of Business Development, the City Clerk, and the director or designee of the Department or Office for which the contract is to be awarded. The Director of the Department or Office for which the contract is to be awarded, or his/her designee, shall serve as the chairperson of the Committee. The City Attorney or designee shall be counsel to the Committee.

The Committee shall investigate the a leged violations, and present a written report, including recommendations, to the City Manager. If the City Manager determines that a

violation has occurred, he/she may you an award pursuant to subsection (7) below, and/or order a debarment as provided in subsection (8) below, based on the severty of the violation.

A copy of the Committee's report, and the City Manager's determination of a violation, if any, as well as the voiding of the award as provided in paragraph. (7) below and/or the order of debarment as provided in paragraph (8) below, if any, shall be furnished or mailed to the vendor and vendor's representative who has been investigated.

- (/) A determination of viciation shall render any RFP award, RLI award, RFQ award, or bid award, or any contract entered into pursuant thereto, to said potential vendor voidable, at the sole discretion of the City Manager, for those contracts which he/she is otherwise authorized to approve, or the City Commission, for all other contracts.
- (8) The debarment of a vendor due to said violation shall be for a period commensurate with the seriousness of the violation and shall continue for the duration ordered by the City Manager. Where the violation is willful or egregious, an indefinite term of debarment may be imposed. During the period of debarment, the vendor, and other companies with any of the officers or principals the same as the debarred vendor, may not bid on any City contracts, regardless of the dollar amount, nor be approved as a subcontractor on any City contract.
- (9) Appeal. A vendor/vendor's representative who is determined to have violated this subsection and who has been penalized as provided in subsections (7) or (8), may appeal in writing within ten (10) days or the date of receipt of the notice of violation. Said appeal request shall be submitted to the City Clerk, who shall place the appeal on the next available City Commission meeting.

. . .

Section 2. That it is the intertion of the City Commission and it is hereby ordained that the provisions of this section shall be made a part of the Code of Ordinances of the City of Hollywood, Florida, and the sections of the Code may be renumbered to accomplish such intention.

Section 3. That if any word phrase, clause subsection or section of this ordinance is for any reason held unconstitutional or invalid. The invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 4 That all sections or parts of sections of the Code of Ordinances all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict nerewith be and the same are hereby repealed to the extent of such conflict.



BEACH & DUNE NOURISHMENT WETLAND RESTORATION SAND CAPPING & SEAWALL BACKFILL

6 October 2017

Re: Hollywood Beach Renourishment Phase II

PROJECT BID NUMBER: BCRA 09-029 Phase II

Attn: CITY OF HOLLYWOOD, FLORIDA COMMUNITY REDEVELOMENT AGENCY (CRA)

As per Article 6 of the General Conditions:

"The CONTRACTOR is cautioned that in preparing his bid, a detailed statement should be prepared as a breakdown of the work, which will be required from the successful bidder to be used in preparing requisitions for payment."

It is Eastman's understanding that the project consists of providing procurement, delivery, placement and grading of approximately 65,992 cubic yards (92,389 Tons) of beach compatible sand to two shoreline segments within the City of Hollywood, Florida. The work includes the truck haul placement of approximately 92,389 tons of beach fill in two segments of beach between FDEP monuments R-100 and R-124 and incidental related work. The north segment requires approximately 8,127 tons of beach fill material to be placed between FDEP monument R-100+310 to R-102 and the south segment requires approximately 84,262 tons of beach fill to be placed between R- 118+ 700 to R-123+800. The elevation of the design berm elevation is 5.5 ft. NAVO, with a 0.5 ft. tolerance. The design berm width varies along the length of the Project. The seaward design slope of the fill is 1.0 ft. vertical to 10.0 ft. horizontal (1V:10H), extending from the seaward edge of the berm to the existing seabed. The total Project length is approximately 7,169 ft.. All labor, materials, equipment and services necessary to complete the work as shown on the plans and as specified in the Project Manuals Phase II, Volumes 1 & 2, and Addendums 1 & 2 shall be provided by the Contractor.

It is Eastman's understanding that payment will be based on the following bid schedule:

| Line Item | <u>Description</u> | Quantity | <u>Unit</u> | <u>Unit Price</u> | <u>Total</u> |
|-----------|---|----------|-------------|-------------------|--------------|
| 1 | Mobilization and Demobilization | 1 | LS | \$ | \$ |
| 2 | Surveying | 1 | LS | \$ | \$ |
| 3 | Site Restoration | 1 | LS | \$ | \$ |
| 4 | Beach Fill - North Segment (R-100+310 to R-102) | 8,127 | Tons | \$ | \$ |
| 5 | Beach Fill - South Segment (R-118+700 to R-123+800) | 84,262 | Tons | \$ | \$ |
| 6 | Geotechnical Testing | 1 | LS | \$ | \$ |
| 7 | Beach Tilling (Estimated Qty) | 1 | LS | \$ | \$ |
| 8 | Turbidity Monitoring | 1 | LS | \$ | \$ |
| 9 | Vibration Control and Monitoring | 1 | LS | \$ | \$ |
| 10 | Performance Bond (100% of Contract) | 1 | LS | \$ | \$ |
| 11 | Owner Contingency 5% | 1 | LS | \$ | \$ |
| | Base Bid Total | | | | \$ |

(actual unit pricing and \$ totals are submitted separately within this bid package)



BEACH & DUNE NOURISHMENT WETLAND RESTORATION SAND CAPPING & SEAWALL BACKFILL

Sincerely,

Sean Kemnuir

Eastman Aggregate Enterprises, LLC



October 5, 2017

RE: Witherspoon sand mine; source of sand for the Hollywood Beach Renourishment – Phase II project

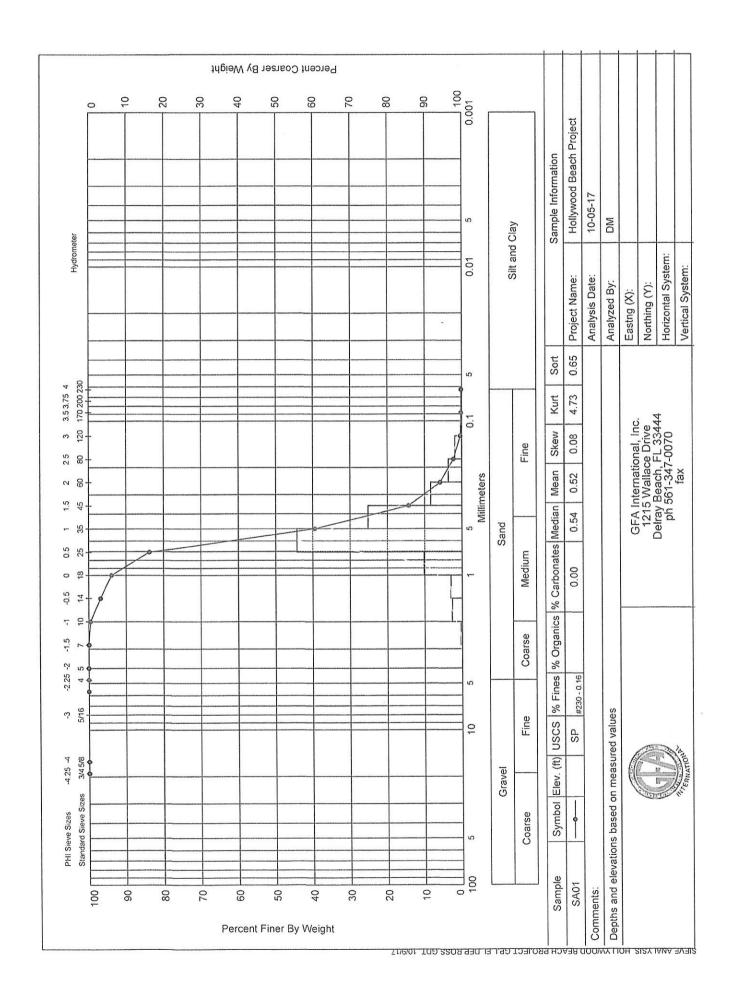
To whom it may concern:

Our Witherspoon sand mine is located at 7425 West State Rd. 78, Moore Haven, Glades County, FL. Latitude 26.8122, Longitude 81.2028

This mine currently has approximately 60,000 tons of beach sand stockpiled and is capable of producing sand at a rate of approximately 5000 tons per day. We currently have reserves of 75m under lease at this property.

Sincerely,

Jim Farmer Technical Services Manager





MATERIAL FINER THAN 75-um (No. 200) SIEVE IN MINERAL AGGREGATES BY WASHING - ASTM C 117 SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES - ASTM C 136/D422

| Project: | Vulcan Witherspoon | Project No.: | |
|-------------------------|--|-----------------|-----------|
| Address: | | Lab No.: | |
| Client: | Eastman Aggregate | Permit No.: | |
| Location: | Sample # 1 / Sample ID# 14387 | | |
| Sampled By: | Client | _ Date Sampled: | 10/5/2017 |
| Tested By: | David May | Date Tested: | 10/6/2017 |
| Material Description: | Light Brown Sand | A | |
| Munsell Classification: | 10 yr 7/3 | | |
| Wash Method: | Procedure A - Washing with Plain Water | | |

| STANDARD | TOTAL | WEIGHT | TOTAL | PERCENT |
|--------------|----------|-----------|----------|---------|
| SIEVE SIZE | WEIGHT | RETAINED | PERCENT | PASSING |
| | RETAINED | PER SIEVE | RETAINED | (%) |
| | (g) | (g) | (%) | |
| Total Weight | 534.99 | | | |
| Wash Weight | 534.18 | | 99.8% | 0.2% |
| 3/4" | 0.00 | 0.00 | 0.0% | 100.0% |
| 5/8" | 0.00 | 0.00 | 0.0% | 100.0% |
| #3.5 | 0.00 | 0.00 | 0.0% | 100.0% |
| #4 | 0.00 | 0.00 | 0.0% | 100.0% |
| #5 | 0.00 | 0.00 | 0.0% | 100.0% |
| #7 | 0.29 | 0.29 | 0.1% | 99.9% |
| #10 | 2.37 | 2.08 | 0.4% | 99.6% |
| #14 | 16.72 | 14.35 | 3.1% | 96.9% |
| #18 | 32.84 | 16.12 | 6.1% | 93.9% |
| #25 | 87.24 | 54.40 | 16.3% | 83.7% |
| #35 | 324.15 | 236.91 | 60.6% | 39.4% |
| #45 | 458.80 | 134.65 | 85.8% | 14.2% |
| #60 | 503.80 | 45.00 | 94.2% | 5.8% |
| #80 | 523.14 | 19.34 | 97.8% | 2.2% |
| #120 | 532.91 | 9.77 | 99.6% | 0.4% |
| #170 | 533.95 | 1.04 | 99.8% | 0.2% |
| # 230 | 534.11 | 0.16 | 99.8% | 0.2% |
| PAN | 534.18 | 0.07 | 99.8% | 0.2% |
| PAN + WASH | 534.99 | | 100.0% | |

| % Loss = | 0.00% |
|-------------------|---------------|
| Maximum allowable | loss is 0.3 % |

Comments:

Respectfully Submitted, GFA International, Inc. FBPE CA # 4930

Estela G. Leon Aguilar, P.E. Professional Engineer # 83307

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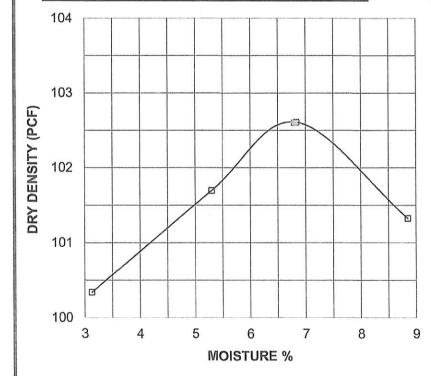


Laboratory Compaction Characteristics of Soil Using Modified Effort (Proctor) ASTM D 1557

| Project: | Project: Vulcan Witherspoon | | Project ID: | |
|----------------|-----------------------------|--------------------------------------|-----------------------------|--|
| Address: | | | Report ID: | |
| Client: Eastma | | Aggregates | Permit Number: | |
| Soil Locati | ion: | Vulcan Materials / Sample ID# 14387 | | |
| Sampled E | Зу: | Client | Date Sampled: | 10/5/2017 |
| Tested By: | : | David May | Date Tested: | 10/6/2017 |
| Soil Descr | iption: | Gray Fine Sand | | Belly popyrippi control and the control and th |
| Soil Class | ification: | | | ************************************** |
| Test Metho | od Used: | Method C | Preparation Method Used: | Moist |
| Type of Ra | ammer: | Mechanical | As-received Water Content: | Balancia de la compania de la compa |
| Specific G | ravity: | | Specific Gravity Test Type: | |
| Comments | s: | Sample Taken in Accordance with ASTM | D75 | |

| | | Sieve Results | |
|-------|-----------|-----------------------|------------------|
| Sieve | Size (mm) | Weight Retained (lbs) | Percent Retained |
| 3/4" | 19 | 0.0 | |
| 3/8" | 9.5 | 0.0 | |
| # 4 | 4.75 | 0.0 | |
| Pan | 0 | 50.3 | 100.0% |

| Dry Density (pcf) | Moisture (%) |
|-------------------|--------------|
| 100.3 | 3.1 |
| 101.7 | 5.3 |
| 102.6 | 6.8 |
| 101.3 | 8.9 |
| | |



Maximum Dry Density (pcf) 102.6

Optimum Moisture (%) 6.8

Respectfully Submitted. GFA INTERNATIONAL, INC. FBPE CA # 4930

10/6/17

Estela G.Leon Aguilar, P.E. Professional Engineer # 83307 State of Florida

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