

RESOLUTION NO. 23-07-70

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE SELECTION OF A CONTRACTOR TO COMPLETE THE CANAL 116 BACKFILL RESTORATION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), has committed to canal restoration efforts with the goal of improving water quality conditions within canals and nearshore waters as outlined in the Village's Canal Management Master Plan; and

WHEREAS, through monitoring efforts backfilling has been identified as the most effective canal restoration technology; and

WHEREAS, the Village has completed the feasibility evaluation, data collection, design, and permitting for the backfilling of Canal 116 on Plantation Key; and

WHEREAS, on December 20, 2022, the Village issued Request for Proposals ("RFP") 22-16 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Canal 116 backfill restoration project ("Project") utilizing the engineered construction plans provided by the Village; and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of a professional to complete the Project; and

WHEREAS, the Village Council reviewed the proposals received using the selection criteria detailed in RFP 22-16 and Committee evaluations and selects Adventure Environmental, Inc. ("AEI") for the requested services for an amount not to exceed One Million Three Hundred Forty-eight

Thousand Nine Hundred Two Dollars and Fifty Cents (\$1,348,902.50); and

WHEREAS, the Village Council finds that AEI has superior experience in the type of work sought in RFP 22-16, as well as superior experience in the unique environment of the Village and Florida Keys; and

WHEREAS, the Village Council finds that approval and selection of AEI is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. **Approval of Selection.** The Village Council hereby approves the selection of AEI to complete the Project at Canal 116.

Section 3. **Authorization of Village Officials.** The Village Manager or designee and the Village Attorney are authorized to negotiate an agreement with AEI (the "Agreement"), substantially in the form attached hereto as Exhibit "1", for the completion of the Project utilizing the engineered construction plans provided by the Village.

Section 4. **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the design and installation of the Project.

Section 5. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with AEI on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

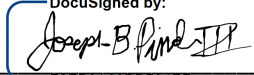
Motion to adopt by Rosenthal, seconded by Mahoney.

FINAL VOTE AT ADOPTION


VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	Yes
Vice Mayor Sharon Mahoney	Yes
Councilman Mark Gregg	Yes
Councilwoman Elizabeth Jolin	Yes
Councilman Henry Rosenthal	Yes

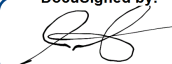
PASSED AND ADOPTED THIS 27th DAY OF JULY, 2023.

DocuSigned by:

F8EB3A68BD794EF...
JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

008B7A9A9B2704D3...
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

DocuSigned by:

362BF7AA7FDD417...
JOHN J. QUICK, VILLAGE ATTORNEY



AGREEMENT

THIS IS AN AGREEMENT, dated the 10th day of August, 2023, between:

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

ADVENTURE ENVIRONMENTAL, INC.

a Florida corporation, authorized to do business in the State of Florida, hereinafter
"**CONTRACTOR**."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

Article I. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 1.01 The VILLAGE is in need of an independent experienced contractor to provide backfill of Canal 116 located in Plantation Key, Village of Islamorada, Florida. (the "Project").

Section 1.02 On December 16, 2022, the VILLAGE issued Request for Proposals No. 22-16 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On January 23, 2023, the VILLAGE received several proposals including a proposal from CONTRACTOR for completion of the Project as expressed in the RFP.

Section 1.04 On July 27, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 23-07-70, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.05 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP which is incorporated herein and as made part of this

Agreement as if fully set forth herein and in ARTICLE 2 entitled "SCOPE OF WORK" and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

Section 2.01 CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the Project described in the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

Section 2.02 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR for the Project pursuant to the terms of this Agreement.

Section 2.03 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

Section 2.04 None of the work or services under this Agreement for the Project shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by the VILLAGE and in accordance with a Project Timeline to be provided to the CONTRACTOR by the VILLAGE. The Project Timeline shall be based upon the timeline as stated in Exhibit "A" to this agreement as may be modified and agreed upon during a Project kick off meeting. CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

Section 3.02 Anything to the contrary notwithstanding, minor adjustment to the Project timeline for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

Section 3.03 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timeline as approved by the Village as provided in

the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of one percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **One Million Three Hundred Forty-eight Thousand Nine Hundred Two Dollars and Fifty Cents (\$1,348,902.50)**.

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

Section 4.04 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

Section 4.05 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

Section 4.06 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE/BOND

Section 5.01 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Section 5.02 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Section 5.03 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Section 5.04 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Section 5.05 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and

- (d) Pollution Liability - \$1,000,000 per Occurrence, \$2,000,000 Aggregate. Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

Section 5.06 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

Section 5.08 Bonds. If required by the VILLAGE, prior to performing any portion of the Scope of Work the CONTRACTOR shall deliver to VILLAGE the Bonds required to be provided by CONTRACTOR hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the CONTRACTOR shall obtain and thereafter at all times during the performance of the Scope of Work maintain a separate performance bond and labor and material payment bond for the Scope of Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by VILLAGE and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the CONTRACTOR shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to VILLAGE.

Article VI. PROTECTION OF PROPERTY

Section 6.01 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

Article VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

Section 7.02 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

Section 7.03 If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

Section 7.04 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article VIII. INDEPENDENT CONTRACTOR

Section 8.01 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Section 9.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work to the Project. Each amendment shall at a minimum include the following information on the Project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT
ESTIMATED PROJECT COMPLETION DATE

Section 9.02 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

Article X. TERM AND TERMINATION

Section 10.01 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

Section 10.02 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Contract Documents and Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; the RFP as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XII. MISCELLANEOUS

Section 12.01 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 12.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

Section 12.03 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

Section 12.04 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412,

Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

Section 12.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

Section 12.06 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 12.07 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Section 12.08 Scrutinized Companies.

- (a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 12.09 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: Gregory Tolpin
Adventure Environmental, Inc.
160 Georgia Ave.
Tavernier, FL 33070
adventure@4aei.com

Section 12.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Section 12.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 12.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Section 12.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 12.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

Article XIII. CONTRACT PROVISIONS AND REQUIRED FORMS

Section 13.01 Federal Funding. The Project as provided under this Agreement is expected to be funded in full or in part by a state or federal grant. Neither the United States, the State of Florida nor any of its departments, agencies or employees is or will be a party to this Agreement.

Section 13.02 Superseding Provisions. Notwithstanding any other provisions provided herein, the contract provisions listed below and set forth on the following pages were made part of the RFP for the Project and are made a part of this Agreement and shall supersede any other provisions inconsistent herein.

- (a) SUSPENSION AND DEBARMENT – *Signed and submitted with proposal*
- (b) BYRD ANTI-LOBBYING AMENDMENT – *Signed and submitted with proposal*

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____


Bryan Cook, Interim Village Manager

AUTHENTICATION:


Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY


John J. Quick, Interim Village Attorney

CONTRACTOR
ADVENTURE ENVIRONMENTAL, INC.

WITNESS:

Kelly J Gracie
Print Name: Kelly Gracie

By:

Christopher Colanusso
Print Name:

President
Title:

August 10, 2023
Date:

ATTEST:

Gregory Tolpin
SECRETARY

STATE OF FLORIDA)
COUNTY OF Monroe)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th day of August, 2023 (year) by Gregory Tolpin (name of person making the statement) as Secretary/VP (title) of Adventure Environmental, Inc. (company name), who ☒ is personally known to me or ☐ has provided Florida Driver's License as identification.

Kelly J Gracie
NOTARY PUBLIC

My Commission Expires: Feb 19, 2027

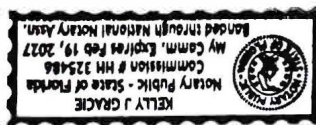


Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL

[ATTACH]

Exhibit "B"

TIMELINE

[ATTACH]



**ADVENTURE
ENVIRONMENTAL INC.**
Land and Sea Engineering Contractors

Exhibit A

AEI

160 Georgia Ave.
Tavernier, FL 33070
305-321-5669 cell
adventure@4aei.com
www.4AEI.com

To: Islamorada, Village of Islands, Florida
Attn: Village Clerk
86800 Overseas Highway
Islamorada, FL 33036

RE: *Canal 116 Backfill Restoration Project (RFP 22-16)*

COVER PAGE



Canal #29 In-Progress Photo

Proposer:

Adventure Environmental, Inc.
160 Georgia Ave.
Tavernier, FL 33070
(305) 321-5669 cell
(305) 252-5962 fax
www.4AEI.com

Key Contact/Project Manager: Gregory Tolpin, (305)321-5669 Greg@4AEI.com
State of Florida Certified General Contractor: CGC 1506411 expires 08/31/2022



ADVENTURE ENVIRONMENTAL INC.

Land and Sea Engineering Contractors

160 Georgia Ave.
Tavernier, FL 33070
305-321-5669 cell

adventure@4aei.com

www.4AEI.com

AEI

1. COVER LETTER

Adventure Environmental, Inc., AEI, is pleased to provide the Islamorada, Village of Islands (the Village), Village Clerk, with this proposal for Canal 116 Backfill Restoration Project (RFP 22-16). AEI is proud to be a member of this community that is so invested in restoring and protecting the beautiful waters surrounding our home.

AEI was founded in July of 1997 by the same management team that stands today in Tavernier, FL with the specific purpose of positively influencing the marine waters of the Florida Keys. For over twenty years AEI has been hired and successfully completed hundreds of marine environmental projects in Monroe County from the Dry Tortugas to Angelfish Creek and all points in between for many local state and federal clients such as Monroe County, the Village, City of Marathon, Dept. of Interior NPS, State of FL DEP, NOAA/FKNMS, Dept. of Defense and SFWMD.

AEI has been engaged in organic muck removal, processing/disposal and backfilling projects in Monroe County and throughout the State of Florida for over 20 years. AEI has been awarded (6) and completed (5) Monroe County Water Quality Improvement Projects, Canals 29, 75, 83, 84, 25 and currently wrapping up Canals 28 for Monroe County. These six (6) projects alone total over 3,500 CY of organic muck removal, processing/disposal and 160,000 CY of backfilling via barge. AEI also completed more than 15,000 CY of sand and muck removal along with more than 16,000 CY of debris removal out of hundreds of canals from Key West to the Monroe/Dade County line, including Village canals, under a program funded by the NRCS and managed by Monroe County for Post-Irma marine debris and sediment removal.

AEI is a State of Florida Sub-Chapter S Corporation with a Federal Employer Identification Number of 65-0768539 established July of 1997 and maintained continuous operation since. AEI does submit this proposal as Prime Contractor.

AEI holds the following Licenses & Certifications:

- | | |
|---|-----------------|
| • State of FL Certified General Contractor: | CGC 1506411 |
| • State of FL Certified Underground Utility & Excavation Contractor: | CUC 1223905 |
| • State of FL DEP Qualified Mangrove Trimmer: | QMT-031/QMT-032 |
| • State of FL Dept. of Agriculture Commercial Applicator Aquatic/ROW: | CM24144 |
| • OSHA 30/40 Construction and Hazardous Safety Cert: | AEI-2 |

AEI is confident that if selected we will be able to successfully complete this challenging project on time and budget without negative impacts to the surrounding benthic resources.

Thank you,


Christopher Colarusso, President

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2. COMPANY OVERVIEW

AEI has an over twenty-year resume of working successfully in Monroe County and does commit for this project to work with the Village staff to do what needs to be done to successfully complete this project. Communication and flexibility will be key highlights of our contractual relationship on this project.

Adventure Environmental, Inc. is a Local Business. Local Operations will run out of our waterfront commercial yard located at 160 Georgia Ave. Tavernier, FL 33070 and local cell for Greg is 305-321-5669.

The majority of the staff of AEI reside in and around Tavernier, FL ; therefore, out of town housing and the use of local sub-contractors will not be required. Adventure Environmental, Inc. does **not** intend on using any subcontractors for this project.

Our Project Team has worked together on Canal Backfill and Waterway Restoration Projects for over 20 years. AEI stays on the cutting edge of technology and will utilize the most beneficial equipment and methodology to complete this project. AEI owns all of its equipment, which is meticulously maintained and updated. Attachment A contains a list of equipment that is available for the Canal 116 Backfill Restoration Project.

Our Primary Team consists of:

PROJECT TEAM:

- Chief Superintendent: Christopher Colarusso
- Project Manager: Gregory Tolpin
- Project Supervisor: Marc Colarusso
- Equipment Operators: Paul Lawry, Carols Rojas and Chris Galera
- Environmental Technicians: Anthony Colarusso, Tyler Hickory, Conner Colarusso

AEI is a State of Florida Sub-Chapter S Corporation with a Federal Employer Identification Number of 65-0768539 established July of 1997 and maintained continuous operation since. AEI does submit this proposal as Prime Contractor. Adventure Environmental, Inc. is State of Florida Corporation owned equally by the following Corporate Officers:

50% Shareholder and President:	Christopher Colarusso
50% Shareholder and Vice President & Secretary:	Gregory Tolpin

See attachments in Section 10 for the following State of Florida and Monroe County (local) Authorization to Transact Business:

- Certificate of Status from State of FL Secretary of State
- Local Business Tax receipt from Monroe County
- State of FL CGC Licensing

3. PROJECT MANAGEMENT EXPERIENCE/PROJECT EXAMPLES

a) Qualifications, Experience and Services Offered

AEI has been in the business of muck removal, backfilling and restoration projects since 1997. Our qualifications from past experience and local knowledge about this project, coupled with a successful previous relationship with the Village, will create a positive result in successful project completion.

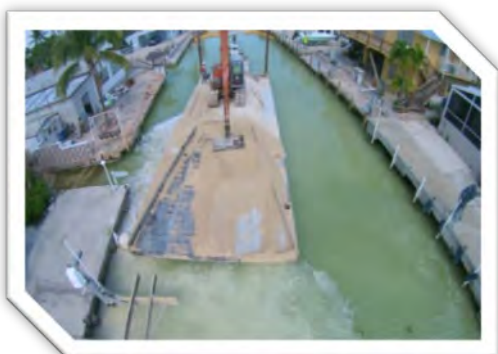
AEI holds many licenses and certifications including State of Florida GC and CUC licenses and State of Florida Professional Mangrove Trimmer status. AEI has been working in and around environmentally sensitive areas for over 25 years and has continued to upgrade equipment, technology, and certifications to stay current and provide the safest and most efficient means to complete projects, while protecting the sensitive resources and habitat.

AEI's experience in canal restoration backfilling and water quality improvement projects is extensive and includes:

- Installing temporary sediment and erosion controls
- Delineating and constructing staging areas, including temporary fencing, seawall stabilization and site restoration back to original or better conditions prior to work.
- Following technical specifications for backfilling according to contract plans
- Completing bathymetric surveys to demonstrate completion of project according to plans
- Following Best Management Practices for T&E species protection and water quality control measures.
- Working closely with Project owners and engineers to ensure success of project, obtaining final approval and stabilizing work area to improved conditions prior to Project.



Canal #29 Turbidity Control



Listed below are a few key projects AEI has successfully completed in the past five years that show AEI's wide range of experience.

- Completion of Monroe County Water Quality Improvement Projects: Canals 29, 75, 83, 84, 25 and 28 removing 3500 CY of Organic Muck and backfilling with over 160,000 CY of clean fill.
- Completion of Monroe County Post Irma Marine Debris and Sediment Removal Project in over 250 canals from the Monroe/Dade County line South to Key West removing more than 30,000 CY of organic muck/sediment and marine debris under a project primarily funded by NRCS with funding contributions from: the State of Florida; Islamorada, Village of Islands; Monroe County; and City of Marathon.
- Completion of Sediment Removal in Lower Matecumbe under a contract with the Village of Islamorada removing approximately 2,000 CY of sand/sediment that had washed into the waterways as a result of Hurricane Irma.
- Removal of over 150 vessels in the Upper Keys that were displaced by Hurricane Irma under a United States Coast Guard Basic Ordering Agreement.
- Completion of the Monroe County plugged and unplugged canal Marine Debris Removal project funded by the State of Florida DEP.
- Completion of the State of Florida Fish and Wildlife Conservation Commission funded and Monroe County owned and managed project for Nearshore Debris Removal operations that took place between Big Pine and Sugarloaf Key utilizing commercial fishermen targeting lost fishing gear and assorted debris at nearshore island shorelines.

b) Similar Projects Completed

Adventure Environmental, Inc. has been working for and in Monroe County for over twenty years and most notably in reference to this project completed the Canal 25 and Canal 28 Water Quality Improvement Project in 2022/2023 in Key Largo for Monroe County. AEI previously completed Canals 29, 75, 83, 84, 25 and wrapping up Canal 28 Water Quality Improvement Projects for in Key Largo.

Below is a list of notable projects AEI has completed in Monroe County for water quality improvements and restoration.

- 1999-*Organic Muck Removal/Dewatering*: No Name Key Canal Dredging Project
- 1999-2002-*Marine Debris Removal/Mangrove Trimming*: Canal Restoration from Hurricane Georges & Tropical Storm Mitch
- 1999-*Backfilling*: Seagrass Restoration at Lignumvitae State Botanical Park
- 2003-2010-*Backfilling*: Seagrass Restoration Projects for NOAA/FKNMS at 12 different locations from Key West to Key Largo.
- 2005-Present-*Backfilling* Topographic Restoration of Seagrass Communities at LKSTBS
- 2009 – 2012 *Organic Muck Removal*: Interior Waterways of the City of Key West
- 2010 – *Organic Muck Removal/Dewatering*: Miami-Dade County Secondary Canals
- 2011 – *Organic Removal Muck Removal/Dewatering*: Lake Istokpoga- Highlands County
- 2012 – *Backfilling* old dredge hole Fort Pierce Marina Mitigation
- 2013 – *Backfilling*/Seagrass restoration Islamorada FKNMS
- 2014 – *Backfilling*: HMS Fowey Shipwreck Stabilization Project Dept. of Interior
- 2015 – *Backfilling*: Canal 29 Water Quality Improvement Project
- 2016 – *Organic Muck Removal*: Orange County Organic Removal project
- 2017- *Backfilling*: Canal 75 Water Quality Improvement Project
- 2018- *Organic Muck Removal/Dewatering and Backfilling*: Canal 83 Water Quality Improvement Project

- 2020- *Organic Muck Removal*: NRCS funded Marine Debris and Sediment Removal Project Monroe County, City of Marathon and Village of Islamorada
- 2022 - *Organic Muck Removal/Dewatering and Backfilling*: Canal 83 Water Quality Improvement Project
- 2022 – *Backfilling*: Canal 25 Water Quality Improvement Project
- 2022/2023 – *Backfilling*: Canal 28 Water Quality Improvement Project

c) Organizational Chart of Key Personnel

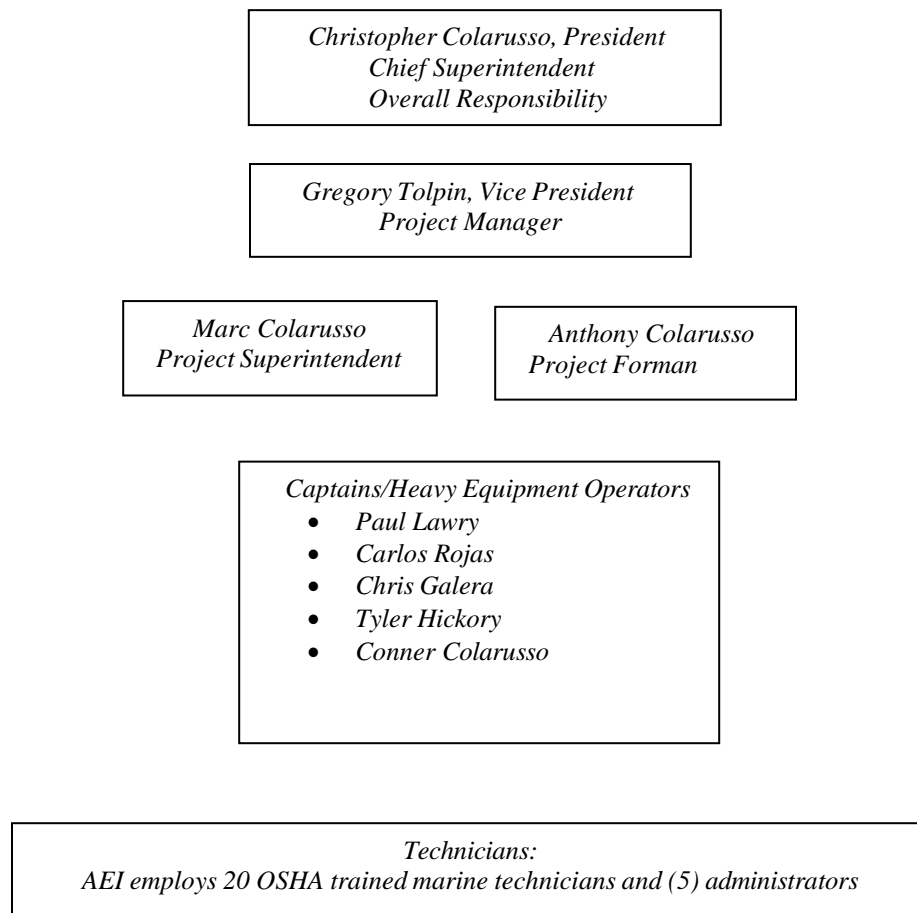
Adventure Environmental, Inc is a State of Florida Sub Chapter S. Corp. with (2) Board Members who also serve as the Management Team. These Board Members are Christopher Colarusso, President and Gregory Tolpin, Vice President.

Our Project Team has successfully completed numerous projects in Monroe County together for over twenty (20) years. All operations for the project will run out of our local waterfront commercial yard in Tavernier, FL. Our Project Team is listed below along with primary contact information Project Management.

Management Staff:

- Chief Superintendent: Christopher Colarusso (305) 321-7990
- Project Manager: Gregory Tolpin (305) 321-5669 (Primary Point of Contact)

Project Team/Key Staff: AEI Organizational Chart



4. PROJECT APPROACH

Preliminary plan for bidding purposes - anticipated to be edited and expanded after award.

Process: Backfilling will be performed utilizing a hydraulic track hoe that is mounted on a barge.

Operations: AEI will perform this project with our current staff utilizing our current operational and safety training schedule.

Compliance: AEI has had no environmental violations.

1. Process (After NTP & Pre-Con)

- Mobilization:
 1. Call 811 for Locates.
 2. Temporary erosion and sediment control.
 3. Pre-construction video
 - 3.. Clear and stabilize Staging Area: AEI is aware and understands there is mangrove habitat at the western end of Canal 116. AEI will ensure Best Management Practices (BMPs) are in place to protect mangrove habitat during backfilling operations. AEI is a State of FL DEP Qualified Mangrove Trimming Firm and has been trimming Mangroves and other native plant species as well as complete removal and disposal of Non-Native Exotic/Invasive vegetation such as Brazilian Pepper in Monroe County for twenty years. We will use our experience to identify and mark native vegetation that should be protected during construction. *Staging area seawall stabilization as indicated on plans.*
 - 4.. Temporary Facilities: AEI will set up temporary facilities at the staging area similar to what was used at Canal #29 (photo below) to include: Temporary Construction Fencing, Silt Fence, Green Privacy Fence, Temporary Office/Locking Storage, Permit Board, Port-A-Potty, Eye Wash Station, Portable Hand Washing, Spill Kit, First Aid Kit and of course the material receiving and loading zone. A Detailed MOT and Haul Plan will be prepared and submitted prior to Construction.



*This is the Canal #29 Staging Area; AEI anticipates a similar set-up for Canal #83.
All standard BMP's specified in the plans and specs will be followed.*

- Turbidity Control:

Canal 116 is located in waters that are designated Florida Outstanding Waters and there is a 0 NTU allowable turbidity tolerance outside of the work zone. With this being an environmentally sensitive project that will have multiple layers of environmental oversight and monitoring the selected contractor has to be prepared with Turbidity Barriers and a Turbidity Barrier System that exceeds the requirements of this project and what is normally required for in-water construction services. AEI has designed a custom turbidity curtain system with the help of a Florida Turbidity Barrier manufacturer that seals all curtain meeting points and provides for complete bottom sealing which is over and above what the standard turbidity curtain design.



Multiple layers of custom designed turbidity curtains will be utilized that have proven to be effective on past Canal Restoration projects. Minimum of 3 layers; and the mangrove area as shown on plans.



AEI custom designed turbidity barriers provide for a seamless design with no open caps and a fully sealable bottom curtain.



AEI has been experimenting with providing positive energy against the outside of the turbidity barriers system during times of an outgoing tide to assist in turbidity containment.

- **Threatened and Endangered Species Control:**

During the course of AEI's history of Restoration Projects, AEI has witnessed both Manatees and Crocodiles entering and exiting canals on multiple occasions. They slipped over the top of the curtain with very little effort. AEI follows State of Florida conditions for in-water work which requires monitoring and work shut downs when T&E species are in the work area.

AEI may, at our discretion, install a Manatee/Crocodile exclusion device such as one that we utilized on the Card Sound Road Canal Backfilling where there was a large resident population of both Crocodiles and Manatees. This device is a layer of rubber coated fencing material that extends 36" above the turbidity curtain.



AEI designed T&E Species exclusion device.

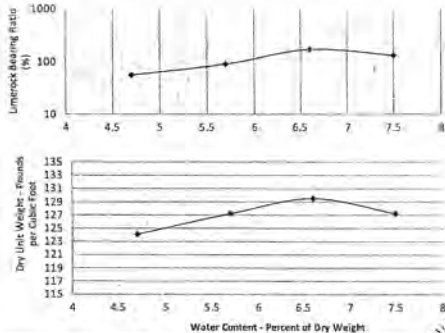

The turbidity curtain and T&E exclusion device will be set up but with keeping a sufficient opening for the T&E species to exit; trained Manatee/Crocodile observers will be utilized to survey the canal system and gently herd any T&E species out of the work area; once the work area is cleared by the trained observers AEI staff will close the opening thus not allowing any species in for the duration of the project. Construction will not commence until after the canal is sealed off and the observers have given approval to proceed.

2. Source and Specifications of Backfill


- Canal Backfilling:

Canal Backfill Source: **Blue Water/SDI Quarry in Florida City**

To bring elevation up to -8.09 NAVD- Crushed Limerock Base with less than 4% organics and less than 10% fines passing a #200 sieve.

LIMEROCK BEARING RATIO REPORT		Terracon	
Report Number:	H8141044.0105	16200 NW 59th Ave Ste 106 Miami Lakes, FL 33014-7541 305-820-1997	
Service Date:	07/11/16		
Report Date:	07/13/16		
ask:			
Client	Project		
SDI Quarry, Inc. Attn: Rick Torcise 9350 S Dixie Hwy Suite 1250 Miami, FL 33156	SDI Quarry, Inc. 16100 SW 365th Street Florida City, FL 33035 Project No. H8141044		
Material Information	Laboratory Test Data and Results		
Source of Material: Excavated from Lake 2 (Mine 87-648)	Test Procedure: FM-5-515		
Proposed Use: Limerock Base Course	FDOT Lab. ID No.: 106901		
Sample Information	Tested By: Shayan Bolooki		
Sample Date: 07/06/16	Tin No.: 342078080-000		
Sampled By: Scott Torcise (Client)	Maximum Dry Unit Weight (pcf): 129.5		
Tin No.: T62279684000	Maximum LBR Value (%): 170.9		
Sample Description: Tan Limerock	Optimum Water Content (%): 6.7		
Sample Classification: A-1-a	Test Procedure: FDOT Lab. ID No.:		
Material Requirements	Tested By:		
LBR Requirements: 100%	Tin No.:		
	Carbonate Content (%):		
 <p>The first graph plots Limerock Bearing Ratio (pN) on a logarithmic y-axis (10 to 1000) against Water Content - Percent of Dry Weight on the x-axis (4 to 8). The data points show a peak in bearing ratio at approximately 6.5% water content. The second graph plots Dry Unit Weight - Pounds per Cubic Foot on a linear y-axis (115 to 135) against the same x-axis. It shows a parabolic curve peaking at approximately 129.5 pcf at 6.5% water content.</p>			
Terracon Rep: Shayan Bolooki Reported To: Contractor: Report Distribution (1) SDI Quarry, Inc., Rick Torcise (1) SDI Quarry, Inc., Scott Torcise (1) SDI Quarry, Inc., David Torcise			
Reviewed By: 			
The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other assemblies similar or identical materials.			
ATOMIC 10-10-11, Page 1			

To bring elevation to -8.09 NAVD - Clean coarse grain calcium carbonate sand from Florida City with less than 5% fines passing a #200 sieve. Screening Sand:



SDI Quarry
Quality Test Report

SDI Quarry
9350 South Dixie Highway, Suite 1250
Miami, FL 33156
305-870-9610

Plant: 1-SDI Quarry
 Product: F-03-Concrete Screenings
 Specification: F-03 Concrete Screenings

Sample Information

Sample No: 813553411
 Date Sampled: 08/15/2016 07:30
 Sampled By: Scott Torcise
 Type: Production
 Method: Stockpile
 Location: Screenings Production Pile
 Process: PCQC

Split Sample ☐
 Resample ☐

Gradation Results

Date Completed: 08/15/2016 12:38 Tested By: Scott Torcise

Unit	Moist Mass	Dry Mass	Wash Mass	Moisture %	Wash Loss %	Procedure
g		882.20	865.90		1.8	ASTM C136-06

Sieve	Mass Retained	Cum Mass Retained	Ind % Retained	% Retained	% Passing	Target	Specification	Comment
3/8" (9.5mm)	0.0	0.0	0.0	0.0	100.0		100-100	
#4 (4.75mm)	0.6	0.6	0.1	0.1	99.9		95-100	
#8 (2.36mm)	135.6	136.2	15.4	15.4	84.6		80-90	
#16 (1.18mm)	195.3	331.5	22.1	27.6	62.4		50-85	
#30 (0.6mm)	144.0	475.5	16.3	53.9	46.1		25-60	
#50 (0.3mm)	146.6	622.3	16.8	70.5	29.5		10-30	
#100 (0.15mm)	174.0	796.3	19.7	90.3	9.7		2-10	
#200 (75um)	64.9	861.2	7.36	97.62	2.38			
Pan	4.7	865.9	2.38	100.00	0.00			

Other Test Results

Test Name	Date	Result	Unit	Target	Specification	Comment
FM	08/15/2016 12:38	2.68				
		SDI Quarry			Scott Torcise	

StonemontQC

08/15/2016

SDI Quarry Inc

3. Backfill Loading and Placement

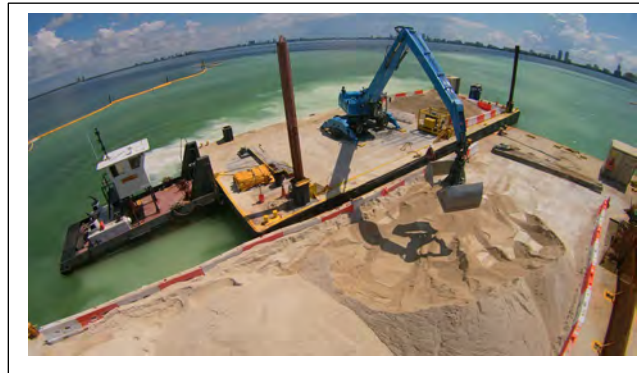


Backfill is anticipated to be conveyed from staging area to barge via a conveyor system such as what was used on the Canal #29 project. This is the best way that we have seen used for moving large amounts of material while creating the least amount of dust and suspended particles.

Canal 29 Conveyor seen from the land.

Canal 29 Conveyor seen from the water loading the barge.

The Conveyor is hard to see poking through the mangroves but this system can be installed through vegetated areas with minimal interference and no damage.



AEI Marine Units will then precisely place the backfill to proper elevations.

5. CONTRACTOR REFERENCES

Listed below are references for similar projects that Adventure Environmental, Inc has successfully completed for municipalities within the last two (2) years.

Project Name: Backfill Restoration Water Quality Improvement Projects Canal #25 Key Largo, FL
Owner: Monroe County Board of County Commissioners
Completion: January 2023
SOW: Backfilling, Water Quality Control & Monitoring/Threatened & Endangered Species Control & Monitoring/Site Restoration
Backfilling: 40,000 CY Base Fill and 1,300 CY of Top Fill
Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Project Name: Backfill Restoration Water Quality Improvement Projects Canal #28 Key Largo, FL
Owner: Monroe County Board of County Commissioners
Completion: Anticipated completion February 2023
SOW: Backfilling, Water Quality Control & Monitoring/Threatened & Endangered Species Control & Monitoring/Site Restoration
Backfilling: 60,000 CY Base Fill and 2,000 CY of Top Fill
Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Project Name: Monroe County Water Quality Improvement Project Canal #84 Key Largo, FL
Owner: Monroe County Board of County Commissioners
Completion: June 2022
SOW: Organic Removal & Backfilling, Water Quality Control & Monitoring/Threatened & Endangered Species Control & Monitoring/Site Restoration
Dredging: 1500CY Backfilling: 10,000 CY Base Fill and 1,400 CY of Top Fill
Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

6. COST PROPOSAL

UNIT PRICE PROPOSAL SHEET

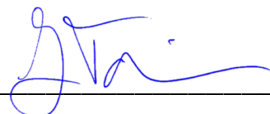
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	LINE TOTAL PRICE
1	Mobilization and Demobilization	1	LS	\$150,000.00	\$150,000.00
2	Maintenance of Traffic (Furnish and Install)	1	LS	\$50,000.00	\$50,000.00
3	Temporary Staging Area Erosion and Sediment Control (Furnish and Install)	1	LS	\$50,000.00	\$50,000.00
4	Floating Turbidity Barrier (Furnish and Install)	1	LS	\$150,000.00	\$150,000.00
5	Fill Material (Furnish and Install)	11,826	CY	\$55.00	\$650,430.00
6	Sand Fill (Furnish and Install)	4,654	CY	\$70.00	\$325,780.00
7	Trucking of Fill Material	16,480	CY	\$19.50	\$321,360.00
8	Construction Surveys	1	LS	\$50,000.00	\$50,000.00
9	Rehabilitation of Temporary Staging Area to Original Condition	1	LS	\$47,930.00	\$47,930.00
10	Owner Allowance (Mitigation)	1	LS	\$4,500	\$4,500

Bid Total: \$1,800,000.00

Contractor
Company Name

Adventure Environmental, Inc

Contractor
Signature:



7. TIMELINE

AEI will meet with the Village post award to discuss project plan and schedule. Below is a preliminary timeframe to complete Canal 116 from Notice to Proceed (NTP) to De-Mobilization

NTP – Pre-Construction:	30 days
Mobilization:	5 days
Backfill:	80 days
De-Mobilization:	5 days

Total Construction Time: 120 days

8. ABILITY TO OBTAIN BONDS

Adventure Environmental, Inc. is set up for bonding with United States Fire Insurance Company, Crum & Forster for Performance Bond and 100% Labor and Material Payment Bonds. Please see the attached letter below.



James Hall

Executive Underwriter, Contract Surety

t 754-702-2462

e james.hall@cfins.com

December 14, 2020

RE: Adventure Environmental, Inc.

To Whom It May Concern:

Per your request for evidence of bondability, this letter is to advise you that Adventure Environmental, Inc. is set up for bonding with United States Fire Insurance Company, a Crum & Forster company.

It is our company's intent to provide a 100% performance bond and a 100% labor and material payment bond to Adventure Environmental, Inc. for the captioned project.

United States Fire Insurance Company reserves the right to base their final decisions upon conditions that exist at the time of request.

If we can be of additional assistance, please feel free to give us a call.

A handwritten signature in blue ink that reads 'James Hall'.

Crum & Forster

305 Madison Avenue, Morristown, NJ 07962

Crum & Forster is part of Fairfax Financial Holdings Limited.
C&F and Crum & Forster are registered trademarks of United States Fire Insurance Company

9. INSURANCE



ADVEN-1

OP ID: GB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2023

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

PRODUCER Accessible Marine Insurance 1145 Allen Toussaint Blvd New Orleans, LA 70124 Eric S. Green		CONTACT NAME: Accessible Marine Insurance PHONE (A/C, No, Ext): 504-486-5411 FAX (A/C, No): 504-482-1475 E-MAIL ADDRESS: gail@ami-ins.com	
INSURED Adventure Environmental Inc. Greg Tolpin 160 Georgia Avenue Tavernier, FL 33070		INSURER(S) AFFORDING COVERAGE INSURER A: Capitol Specialty Ins. Company INSURER B: Great American Ins. Company INSURER C: StarNet Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 22136 40045	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EV20190209-05	01/09/2023	01/09/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N	N / A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	M.E.L.		X	BOUM-A-22-2110	08/15/2022	08/15/2023	M.E.L. 1,000,000
B	Hull/P&I Liability			OMH841008-11	10/12/2022	10/12/2023	P&I Limit 1,000,000

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

Certificate holder shown as additional insured with waiver of subrogation in their favor as required by written contract as respects insured's operations.

CERTIFICATE HOLDER

CANCELLATION

ISLAM01 Islamorada, Village of Islands Village Council 86800 Overseas Highway Islamorada, FL 33036	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
---	---

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE						Date 1/19/2023		
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage Insurer A: Lion Insurance Company Insurer B: Insurer C: Insurer D: Insurer E:		NAIC # 11075		
Coverages <small>The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.</small>								
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits		
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence Damage to rented premises (EA occurrence) Med Exp Personal Adv Injury General Aggregate Products - Comp/Op Agg	\$ \$ \$ \$ \$ \$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Sole Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage (Per Accident)	\$ \$ \$ \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence Aggregate	\$ \$	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WVC 71949	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> WVC Statutory Limits <input type="checkbox"/> OTH-ER	E.L. Each Accident E.L. Disease - Ea Employee E.L. Disease - Policy Limits	\$1,000,000 \$1,000,000 \$1,000,000
Other			Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616					
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:								
Client ID: 80-65-323 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": <p style="text-align: center;">Adventure Environmental, Inc.</p> Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com								
Project Name: IS SUE01-19-23 (KLT)								
Reprint Date: 3/15/2018								
CERTIFICATE HOLDER IS LAMO RADA, VILLAGE OF ISLANDS, VILLAGE COUNCIL 86800 OVERSEAS HIGHWAY IS LAMO RADA, FL 33036				CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.				

10. STATE AND LOCAL AUTHORIZATION TO TRANSACT BUSINESS

State of Florida Corporation

State of Florida Department of State

I certify from the records of this office that ADVENTURE ENVIRONMENTAL, INC. is a corporation organized under the laws of the State of Florida, filed on July 18, 1997.

The document number of this corporation is P97000062537.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 9, 2022, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of March,
2022*



Ramón R. Ruiz
Secretary of State

Tracking Number: 4281259374CU

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

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

**2022 / 2023
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2023**

Business Name: ADVENTURE ENVIROMENTAL INC

RECEIPT# 30140-107971

Owner Name: CHRIS COLARUSSO, GREGORY TOLPIN
Mailing Address:
160 GEORGIA AVE
TAVERNIER, FL 33070

Business Location: 160 GEORGIA AVE
TAVERNIER, FL 33070
Business Phone: 305-451-9500
Business Type: CONTRACTOR (CERTIFIED GENERAL &
UNDERGROUND UTILITY & EXCAVATION)

Employees 6

STATE LICENSE: CGC1506411/CUC1223905

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 102-21-00001721 07/12/2022 25.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY
PLANNING, ZONING AND
LICENSING
REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2023**

Business Name: ADVENTURE ENVIROMENTAL INC

RECEIPT# 30140-107971

Owner Name: CHRIS COLARUSSO, GREGORY TOLPIN
Mailing Address:
160 GEORGIA AVE
TAVERNIER, FL 33070

Business Location: 160 GEORGIA AVE
TAVERNIER, FL 33070
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25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 102-21-00001721 07/12/2022 25.00



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TOLPIN, J GREGORY
ADVENTURE ENVIRONMENTAL INC
160 GEORGIA AVE
TAVERNIER FL 33070

LICENSE NUMBER: CGC1506411

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TOLPIN, J GREGORY

ADVENTURE ENVIRONMENTAL INC
160 GEORGIA AVE
TAVERNIER FL 33070

LICENSE NUMBER: CUC1223905

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

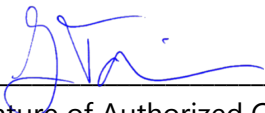
This is your license. It is unlawful for anyone other than the licensee to use this document.

11. CONTRACT TERMS

Suspension and Debarment Form

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

Gregory Tolpin, Vice President

Name and Title of Authorized Certifying Official

01/18/2023

Date

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

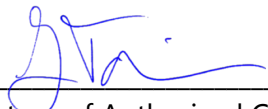
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Authorized Certifying Official

Gregory Tolpin, Vice President

Name and Title of Authorized Certifying Official

01/18/2023

Date

ATTACHMENT I: AEI OWNED EQUIPMENT

BARGES AND BOATS:

All listed vessels and barges are AEI owned and available for Village projects

1.

AEI-1: Official No. 1026969 (Scorpion)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 1993 50' X 15' Fast Barge powered by (4) Yamaha 300 Outboard Motors and equipped with a 5 Ton knuckle-boom crane. Vessel can operate in very shallow water.



2.

AEI-2: Official No. 1075967-2 (70)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2005 70' X 23' Barge w/push boat capable of holding large equipment and operate in shallow water.

3.

AEI-3: Official No. 1075968-3 (60)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2017 60' X 20' Barge w/push boat capable of holding large equipment and operate in shallow water.

4.

AEI-4: Official No. 1075969-4 (Rhino)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2010 40' X 13' self-powered barge capable of holding heavy equipment/operate in shallow water

5.

AEI-5: Official No. 1075970-5 (Twin 1)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2017 40' X 12' self-powered barge capable of holding heavy equipment and operate in shallow water.



6.
AEI-6: Official No. 1075971-6 (Twin 2)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2017 40' X 13' self-powered barge capable of holding heavy equipment and operate in shallow water.





7.

AEI-7: Official No. 1075972-7 (LoLo)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2005 35' X 10' self-powered barge capable of holding heavy equipment and operate in shallow water.



8.

AEI-8: Official No. 1075973-8 (Gray)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2010 35' X 10' self-powered barge capable of holding heavy equipment and operate in shallow water.



9.

AEI-9: Official No. 1075974-9 (White)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2010 35' X 10' self-powered barge capable of holding heavy equipment and operate in shallow water.



10.

AEI-10: Official No. 1075975-10 (Blackpoint)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2010 35' X 10' self-powered barge capable of holding heavy equipment and operate in shallow water.



11.

AEI-11: Official No. 1075976-11 (Mobro)

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2013 40' X 20' shallow water barge capable of holding heavy equipment and operating in shallow water w/push boat.



12.

AEI-11: Official No. 1075977-12 (Skim)
Homeport: Monroe County
Owner: Adventure Environmental, Inc.
Desc.: 2015 30' X 10' skimming and side scan sonar boat; self-propelled with twin Yamaha outboards.



Above is the listing of AEI owned key component vessels and is not an all-inclusive list.

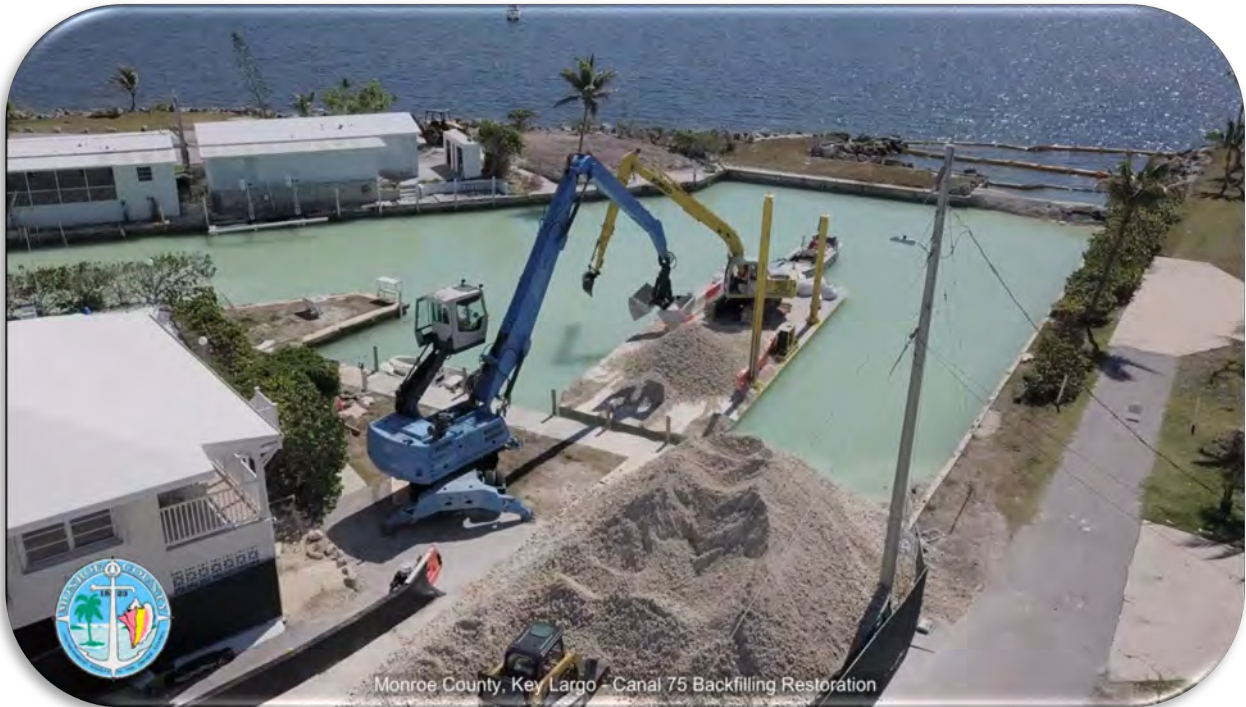
AEI owns and maintains more than 10 ancillary vessels such as push boats, crew boats and side scan sonar boats including (3) Boston Whaler's from 17' to 23', (2) Deck Vessels up to 25' and (5) custom aluminum work vessels.

HEAVY EQUIPMENT:

All listed equipment is AEI owned, housed in Monroe County and available for Village projects

(4) Long Reach Excavators

- Fuchs/Terex 350 MHL
- CAT 312E LR
- CAT 324 LR
- CAT 200ELB
- Kobelco LR



(4) Standard Excavators

- Cat 315 Excavators X 4

(6) Medium Excavators

- (3) Cat 308 Excavators
- (3) Cat 305 Excavators

(4) Front End Loaders

(4) Skid Steer Loaders with Grapples

(35) Stihl Chain Saws of all sizes

5,000 LF of Turbidity Barrier

(10) Spill Kits for place on barges and vessels

OSHA compliant commercial dive and salvage gear



TRUCKS:

All listed Grapple Trucks are AEI owned, housed in Monroe County and available for Village projects

AEI owns and operates (5) 40 CY Grapple Trucks that are used to unload the barges and transport the material to either TDMA or final disposal.



Other AEI owned equipment that will be utilized for this project includes, but not limited to:

- Dive equipment (SCUBA/surface-supplied) and underwater communications for up to six divers;
- Hach 2100Q turbidimeter;
- Vessel operator manatee signs for all work vessels (8.5 x 11-inch);
- Underwater still cameras;
- Underwater video cameras;
- Underwater paper, clipboards, logbooks etc.;
- Lift bags, rope, hooks, carabineers, etc.;
- Miscellaneous hand tools, rakes, shovel, knives, gloves, etc.
- First Aid kit, O² kit, very high frequency (VHF) radio; and
- Global Positioning System (GPS) units.

Revised

UNIT PRICE PROPOSAL SHEET

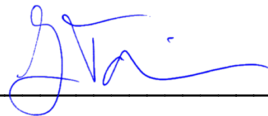
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	LINE TOTAL PRICE
1	Mobilization and Demobilization	1	LS	\$150,000.00	\$150,000.00
2	Maintenance of Traffic (Furnish and Install)	1	LS	\$50,000.00	\$50,000.00
3	Temporary Staging Area Erosion and Sediment Control (Furnish and Install)	1	LS	\$50,000.00	\$50,000.00
4	Floating Turbidity Barrier (Furnish and Install)	1	LS	\$150,000.00	\$150,000.00
5	Fill Material (Furnish and Install)	5,771	CY	\$55.00	\$317,405.00
6	Sand Fill (Furnish and Install)	4,654	CY	\$70.00	\$325,780.00
7	Trucking of Fill Material	10,425	CY	\$19.50	\$203,287.50
8	Construction Surveys	1	LS	\$50,000.00	\$50,000.00
9	Rehabilitation of Temporary Staging Area to Original Condition	1	LS	\$47,930.00	\$47,930.00
10	Owner Allowance (Mitigation)	1	LS	\$4,500	\$4,500

Bid Total: \$1,348,902.50

Contractor
Company Name

Adventure Environmental, Inc

Contractor
Signature:





**ADVENTURE
ENVIRONMENTAL INC.**
Land and Sea Engineering Contractors

160 Georgia Ave.
Tavernier, FL 33070
305-321-5669 cell
Greg@4AEI.com
www.4AEI.com

Exhibit B

RE: RFP FOR CANAL 116 BACKFILL RESTORATION PROJECT

REVISED TIMELINE

AEI has completed all (6) of the upper keys backfilling projects working as prime contractor for Monroe County. Most recently we completed canals 25 and 28 in Sexton Cove which took a combined 100,000 CY of fill to complete so we have the experience to complete Canal 116 backfilling in the most expeditious of time frames in order to get the canal back open for resident use.

Each canal has it's own characteristics that dictate the length of the project; some have great staging and little residential traffic which allows us to maximize truck loads of fill to be installed and others have to be treated more delicately for safety and environmental purposes.

This is not a contest to see who can dump more sand into the canal. The success of the turbidity barrier system greatly effects your rate of progress especially on the ocean side canals such as Canal 116; if your turbidity barrier system is not 100% effective in containing the material on outgoing tides the ocean will suck the turbidity out of the canal and put the contractor into violation of the permits.

AEI estimates that we will be able to install 400 CY per day; if conditions allow us to install more than we will. AEI has accounts and relationships with all of the major truck brokers in the Keys and in Miami so we have unlimited amounts of trucks at our disposal, however I state that the environmental conditions and residential traffic dictate how much material will be installed daily.

At the new volume of 10,425 CY AEI estimates the project will take 26 working days to complete which would equal 35 calendar days if the project kicked off on June 01.

AEI is located in Tavernier and we can have our equipment and personnel mobilized within 48 hours of NTP.

Thank you,

Greg Tolpin
Adventure Environmental, Inc.
160 Georgia Ave.
Tavernier, FL 330370
(305) 321-5669 cell
greg@4aei.com
ental, Inc.