

RESOLUTION NO. 24-08-71

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE RECOMMENDATION OF THE RFP 24-11 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE CANAL 147 BACKFILL RESTORATION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; 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 organic removal and backfilling of Canal 147 on Lower Matecumbe Key; and

WHEREAS, on May 30, 2024, the Village issued Request for Proposals (RFP) 24-11 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment required to complete the Canal 147 restoration project (the "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 Services; and

WHEREAS, one proposal, from Adventure Environmental, Inc., was received in response to RFP 24-11; and

WHEREAS, the Committee reviewed the proposal, and recommends entering into an agreement with Adventure Environmental Inc. for construction of the project for an amount not to exceed One Million Eight Hundred Sixty-six Thousand Dollars (\$1,866,000); and

WHEREAS, the Village Council finds that approval of the Agreement with Adventure Environmental Inc. for the Project 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 Adventure Environmental to complete the Project at Canal 147.

Section 3. **Authorization of Village Officials.** The Village Manager or designee and the Village Attorney are authorized to negotiate an agreement with Adventure Environmental Inc. substantially in the form attached hereto as Exhibit "1", for an amount not to exceed One Million Eight Hundred Sixty-Six Thousand Dollars (\$1,866,000.00) to construct the Project.

Section 4. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Adventure Environmental Inc. on behalf of the Village, to execute any other required documents to implement the terms and conditions of the Agreement, and to execute any extension or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 5. **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 Project.

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

Remainder of the page intentionally left blank.

Motion to adopt by Mark Gregg, seconded by Elizabeth Jolin.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS 7 DAY OF AUGUST, 2024.

Signed by:
Joseph B. Pinder III
F8EB3A68BD794EF...
JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:
Marne K. McGrath
008BA0A0B2704D5...
MARNE MCGRATH, VILLAGE CLERK

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

Signed by:
John J. Quick
302BFAA7FDD417...
JOHN J. QUICK, VILLAGE ATTORNEY



AGREEMENT

THIS IS AN AGREEMENT, dated the 3rd day of September, 2024, 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 construction services for the organic removal, backfilling, and air curtain installation of the Canal 147 Restoration Project in a timely and responsive timeframe (the "Project").

Section 1.02 On May 30, 2024, the VILLAGE issued Request for Proposals No. 24-11 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On July 2, 2024, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

Section 1.04 The evaluation committee evaluated and ranked the proposal in accordance with the RFP and determined that CONTRACTOR was a the highest ranked, responsive and responsible proposer for the Project.

Section 1.05 On August 7, 2024, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 24-08-71, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP 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 its subcontractors' negligent 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. 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 negotiation of this Agreement and provided as Exhibit "B". 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 a 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 Eight Hundred Sixty-six Thousand and no/100 Dollars (\$1,866,000.00)**.

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 AND BONDS

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 - \$300,000 per occurrence, \$300,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and
- (d) Pollution Liability Insurance \$1,000,000 per claim and in the 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.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

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 shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the 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, for reasons other than the Villages breach of this Agreement, 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 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"; any 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 Village 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, upon payment to CONTRACTOR pursuant to the payment terms of this Agreement.

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 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

Section 12.10 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 greg@4aei.com

Section 12.11 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 12.12 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 12.13 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.14 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 12.15 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.16 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 12.17 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 12.18 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.

**[ANY CONTRACT DOCUMENTS FROM THE RFP SHALL BE INSERTED IN AGREEMENT
BEGINNING ON THE FOLLOWING PAGE]**

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Adventure Environmental, Inc ("Vendor")

Vendor FEIN: 65-0768539

Address: 160 Georgia Avenue

City: Tavernier State: FL Zip: 33070

Phone number: (305) 254-8887 Email Address: Greg@4AEI.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.


As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By:  _____
Authorized Signature

Print Name and Title: Gregory Tolpin, Vice President

Date: September 3, 2024

[SIGNATURE PAGE TO AGREEMENT]

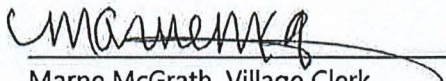
IN WITNESS WHEREOF, the parties have executed this Agreement: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: 
Robert Cole, Village Manager

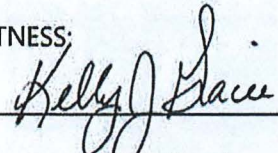
AUTHENTICATION:


Marne McGrath, Village Clerk

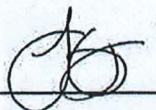
APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY


John J. Quick, Village Attorney

WITNESS:


Print Name: Kelly Gracie

CONTRACTOR

By: 

Print Name: Greogry Tolpin

Title: Vice President

Date: September 3, 2024

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Exhibit "B"

PROJECT TIMELINE



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

AEI

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

Exhibit "A"

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

CANAL 147 ORGANIC REMOVAL, BACKFILL, AND AIR CURTAIN PROJECT (RFP 24-11)

COVER PAGE



Village of Islamorada Canal #116 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
www.4AEI.com

SECTION 1. COVER LETTER

Adventure Environmental, Inc., AEI, is pleased to provide Islamorada, Village of Islands (the Village), Village Clerk, with this proposal for Canal 147 Organic Removal, Backfill, and Air Curtain Project (RFP 24-11). AEI is your local upper keys Marine Environmental contracting firm.

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-five years AEI has been hired and successfully completed hundreds of marine environmental and water quality restoration projects in Monroe County for many local state and federal clients including the Village of Islamorada, Monroe County, Dept. of Interior NPS, State of FL DEP, NOAA/FKNMS, Dept. of Defense and SFWMD, without any safety or environmental violations.

AEI's extensive project experience is in coastal related services in the marine environment including backfilling, organic muck removal, processing and disposal and advanced turbidity controls. In 2023, AEI was selected by competitive solicitation, and successfully completed Canal 116 Backfill Restoration Project for the Islamorada, Village of Islands. AEI has also been awarded and completed (7) Monroe County Water Quality Improvement Projects, Canals 29, 75, 83, 84, 25, 28 and Canal 90. These seven (7) projects alone total over 3,500 CY of organic muck removal, processing/disposal and 170,000 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 owns our fleet of barges, watercraft, heavy equipment, and trucks all staged out of our owned commercial waterfront facility located in Tavernier, which will be fully available for this project for storing/staging materials and equipment.

AEI is a State of Florida Sub-Chapter S Corporation with a Federal Employer Identification Number of 65-0768539 established July of 1997. AEI does submit this proposal as Prime Contractor with no teams or subcontractors.

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 |
| • OSHA 30/40 Construction and Hazardous Safety Cert: | AEI-2 |

This proposal for RFP 24-11 remains in effect for one hundred eighty (180) days.

Thank you,

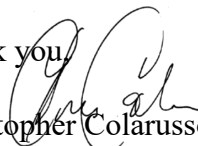

Christopher Colarusso, President

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SECTION 2. COMPANY OVERVIEW

AEI has an over 25 year resume of working successfully in the Florida Keys, Monroe County for coastal services in the Marine Environment and does commit to work with the Village of Islamorada 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.

AEI owns a fleet of barges, heavy equipment, and trucks all staged at our owned commercial waterfront facility located 10 minutes from this project enabling us to provide additional equipment immediately, and also to stage materials and supplies locally so we are not time dependent on deliveries. This yard will also function as an emergency demobilization location in case of tropical storms. AEI will commit multiple barges to this project allowing for a placement barge that will stay on scene at the work site receiving or loading materials onto transportation barges which will speed up construction.

AEI stays on the cutting edge of technology and will utilize the most beneficial equipment and methodology to complete this project.

AEI management and key staff reside in and around Key Largo; therefore, out of town housing and the use of local sub-contractors will not be required. AEI has worked in and around Canal 147 on multiple occasions. Our local knowledge will allow us to complete this project without negative environmental impacts on the surrounding benthic resources.

Our Project Team has successfully completed numerous projects in Monroe County together for over twenty-five (25) 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:

- Project Supervisor: Marc Colarusso
- Equipment Operators: Paul Lawry, Carols Rojas and Chris Galera
- Environmental Technicians: Anthony Colarusso, Tyler Hickory, Conner Colarusso

Adventure Environmental, Inc. is State of FL Corporation and is not owned by any other company or affiliate and does not own any other company

See Section 10 for the following attachments:

- Certificate of Status from State of FL Secretary of State
- Local Business Tax receipt from Monroe County
- State of FL CGC and CUC Licensing: CGC1506411 and CUC 1223905
- State of FL DEP Qualified Mangrove Trimmer: QMT-031/QMT-032

SECTION 3. PROJECT MANAGEMENT EXPERIENCE/PROJECT EXAMPLES

A.) Qualifications and Experience

Adventure Environmental, Inc. has been working in Florida Keys waterways, including Islamorada, Monroe County for over twenty-five years and has extensive experience conducting muck removal, backfilling, air curtain installation, and other restoration projects in and around environmentally sensitive areas.

AEI holds many licenses and certifications including State of Florida CGC and CUC licenses (CGC1506411 and CUC1223905) and State of Florida Professional Mangrove Trimmer status (MTQ 031/032). AEI 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 and the surrounding community's properties.

Services Offered

AEI's extensive experience in canal restoration backfilling, sediment/muck removal, air curtain installation, and other water quality improvement projects 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 organic removal and backfilling according to contract plans
- Heavy equipment and barge operations
- Transportation and placement of aggregates and removal, transport and disposal of organic material
- Air curtain and seaweed control systems installation
- 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

Key Personnel

Adventure Environmental, Inc's personnel have been working together for over 25 years, successfully completing together all projects in Monroe County (and other areas of South Florida) including Water Quality Restoration and Coastal Construction Projects safely and efficiently. Over the course of working together for 25+ years, AEI staff has developed procedures, protocols, and updated technology to successfully complete projects. Most of our staff, and all of our key personnel live in Key Largo. Our team all work out of our Tavernier, FL headquarters.

Key Personnel Background:

Management experience and resumes follow:

Christopher Colarusso, Chief Superintendent

Mr. Colarusso is the AEI Founder, President and Chief Superintendent, who will ensure that the correct and safe project approach is implemented. Mr. Colarusso has over 25 years of experience and has the overall responsibility and management on all projects undertaken by the firm since the inception of AEI, more than 500 government projects in the field of Coastal Construction and Marine Contracting, Canal Backfilling, Dredging/Muck/Sediment Removal, Heavy Equipment Operation, Environmental Restoration, Air Curtain and Seaweed Control System Installation, Marine Debris Removal, Derelict Vessel Removal, Site Restoration, Shoreline Stabilization, Wetlands Mitigation, Hazardous Material Handling & Response and General Contracting.

Mr. Colarusso has developed a long-standing respectful relationship with AEI's federal, state and local government clients, including the Village of Islamorada, due to his ability perform work with efficiency and safety that exceed AEI's clients' standards.

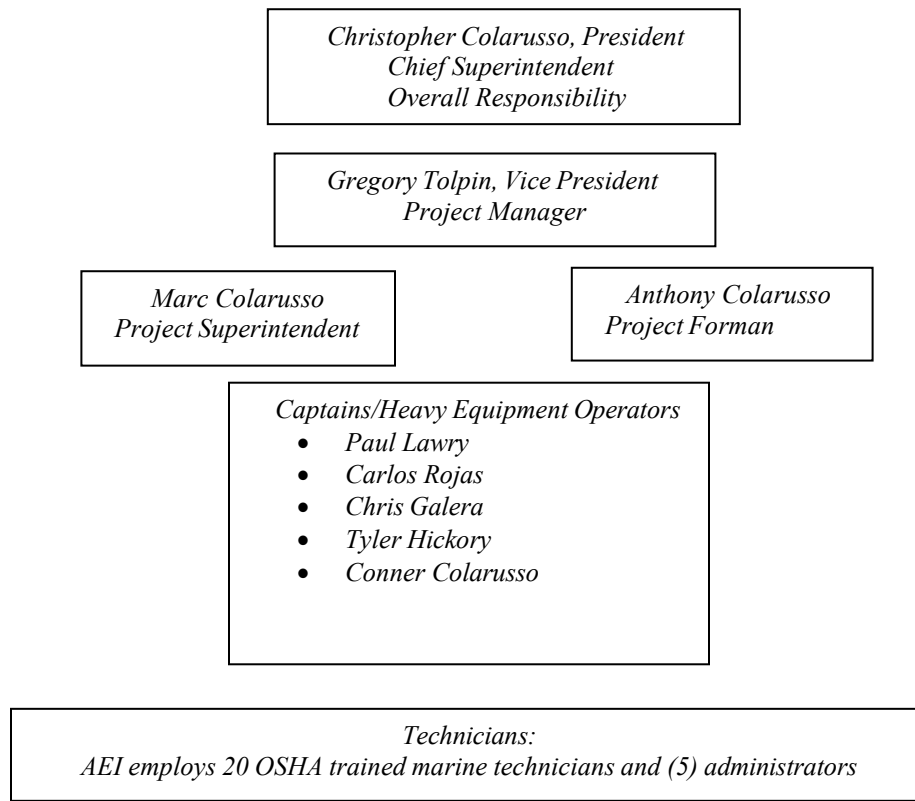
Gregory Tolpin, Contract Project Manager

Mr. Tolpin is the Vice President of Adventure Environmental, Inc and is the Contract and Project Manager over all projects. For over 25 years, Mr. Tolpin has worked in the marine construction industry and holds a State of Florida General Contractors License. He has successfully implemented and completed hundreds of projects that include, but not limited to: Coastal Construction, Dredging/Muck Sediment Removal, Canal Backfilling, Environmental Restoration, Air Curtain and Seaweed Control System Installation, Shoreline Stabilization, Wetlands Mitigation, Marine Contracting, Disaster Response, Hazardous Material Handling & Response, Heavy Equipment Operation and General Contracting. During this time all projects have been completed on time and within budget with zero safety or environmental incidents. Project values range from \$1,000 to \$30,000,000.

Mr. Tolpin has developed a long-standing respectful relationship with AEI's federal, state and local government clients, including the Village of Islamorada, due to his ability perform work with efficiency and safety that exceed AEI's clients' standards.

Below is AEI's Organizational Chart and brief description of key personnel, whom have worked together on all AEI waterway projects in the Florida Keys for over 25 years.

AEI Organizational Chart



Marc Colarusso, AEI Project Superintendent for 25 years is an experienced Superintendent who will ensure that the correct and safe project approach is implemented

Paul Lawry, Captain, Equipment Operator and Foreman has been with AEI since inception, over 25 years, and has worked on all South Florida coastal construction and water quality restoration projects.

Anthony Colarusso, AEI Project Superintendent for 25 years and is intimately familiar with Monroe County waterways and coastal zone, including operation of heavy equipment and barges.

Carlos Rojas, AEI Safety Officer for over 25 years in charge of implementing the AEI safety plan that includes Activity Hazard Analysis for each task and holding daily safety briefings

B) Similar Projects Completed

Adventure Environmental, Inc. has been working for, and in and around, the Village for over twenty-five years and has the experience and qualifications resume of successful completion of Coastal Services in the Florida Keys, Monroe County marine environment having completed hundreds of projects of similar scope and complexity with a history of zero (0) safety and/or environmental violations. AEI boasts an excellent relationship with the Village of Islamorada, and local, state and federal agencies.

Most recently AEI completed the Canal 116 Backfill Restoration Project for the Village of Islamorada and Canal 90 Water Quality Improvement Projects in Key Largo for Monroe County. AEI previously completed Backfilling Canals 29, 75, 25 and 28 and Backfilling and Muck Removal of Canals 83 and 84 Water Quality Improvement Projects for Monroe County. Air Curtain installation projects have been completed for Ocean Reef Club, Caribbean Resort, Mariners Club, Ocean Harbor Condo, Coral Harbor Condo and Marlin Bay Yacht Club.

Below are examples of similar projects AEI has successfully completed highlighting AEI's wide range of experience and qualification of similar scope to this project, as they are all coastal environmental marine projects requiring barges and heavy equipment to transport and place aggregates and materials into and removing organic material from the fragile waters of Monroe County, controlling and monitoring water quality in Florida Outstanding Waters and threatened and endangered species,

Project Name: *Islamorada, Village of Islands Canal 116 Backfill Restoration Project*

Owner: Islamorada, Village of Islands

Duration: NTP: 10/23 Completion: 12/2023

SOW: **Backfilling Canal with 10,000 CY of aggregates**

- Controlling and monitoring water quality and T&E species
- Work conducted via barges with heavy equipment
- Installation of floating turbidity controls
- Staging area set up and restoration
- Final surveys

Client Contact: Peter Frezza, Environmental Resource Manager
305-664-6427

peter.frezza@islamorada.fl.us



Photo: Canal 116 Turbidity Controls

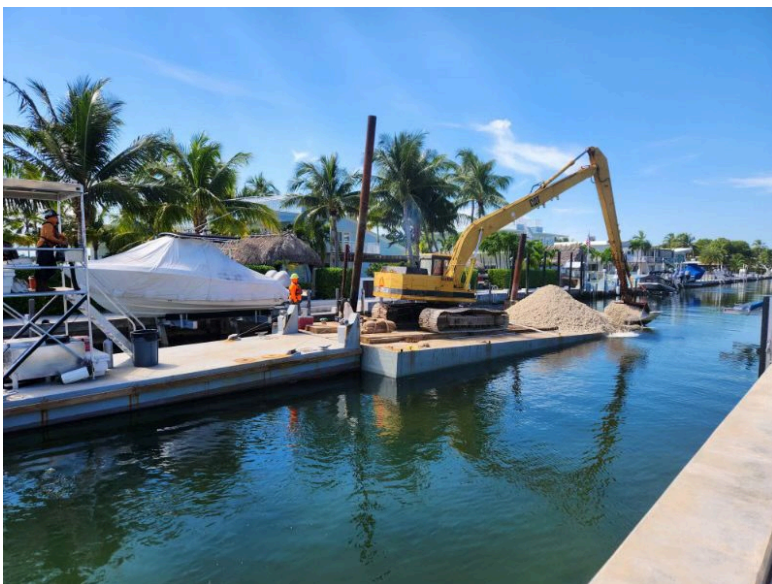


Photo: Canal 116 Backfilling Operations

Project Name: *Monroe County Water Quality Improvement Project Canal 90 Key Largo, FL*
Owner: Monroe County Board of County Commissioners
Duration: NTP: 03/24 Completion: 06/2024
SOW: **Backfilling Canal with 11,333 CY of aggregates**

- Controlling and monitoring water quality and T&E species
- Work conducted via barges with heavy equipment
- Installation of floating turbidity controls
- Staging area set up and restoration
- Final surveys

Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov



Photo: Canal 90 Turbidity Controls



Photo: Canal 90 Backfill Operations

Project Name: *Monroe County Water Quality Improvement Project Canal 84 Key Largo, FL*
Owner: Monroe County Board of County Commissioners
Duration: NTP: 01/22 Completion: 05/22
SOW: **Hydraulic Dredging of 5,000 CY of organic muck and Backfilling canal with 6,000 CY of aggregates**

- Controlling and monitoring water quality and T&E species
- Work conducted via barges with heavy equipment
- Installation of floating turbidity controls
- Staging area set up and restoration
- Final surveys

Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Project Name: *Monroe County Water Quality Improvement Project Canal 83 Organic Removal, Backfill and Air Curtain Installation Key Largo, FL*
Owner: Monroe County Board of County Commissioners
Date of Service: NTP: 03/17 Completion: 09/2017
SOW: **Organic removal 3,500 CY and Backfilling of 8,000 CY of aggregates**

- Work conducted via barges with heavy equipment
- Controlling and monitoring water quality and T&E species
- Installation of floating turbidity controls
- Staging area set up and restoration
- Final surveys

Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov



Photo: Canal 83 Turbidity Controls



Photo: Canal 83 Organic Removal/Backfill Operations

Project Name: *Backfill Restoration Water Quality Improvement Projects Canal #25 and #28 Key Largo, Monroe County FL*

Owner: Monroe County Board of County Commissioners

Duration: NTP: 07/22 Completion: 02/2023

SOW: **Canal 25 and 28 were both awarded to AEI as two separate contracts and conducted simultaneously.**
Backfilling Canal 25 with 33,000 CY of aggregates
Backfilling Canal 28 with 60,000 CY of aggregates

- Controlling and monitoring water quality and T&E species
- Work conducted via barges with heavy equipment
- Installation of floating turbidity controls
- Staging area set up and restoration
- Final surveys

Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov



Photo: Canal 28 Backfilling



Photo: Canal 25 Backfilling

Project Name: Monroe County Water Quality Improvement Project Canal 75 Key Largo, FL

Owner: Monroe County Board of County Commissioners

Duration: NTP: 02/18 Completion: 09/2018

SOW: **Backfilling Canal with 30,000 CY of aggregates** and air curtain demolition while controlling and monitoring water quality and T&E species. All work conducted via barges with heavy equipment.

Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Listed below are three (3) projects Adventure Environmental, Inc. was awarded as prime contractor for Sediment Removal services for The Village and/or Monroe County.

Project Name: Canal 151 Hurricane Irma Sediment Removal Project
Owner: Islamorada, Village of Islands
Date of Service: 1/2020 – 3/2020
Scope of Work: Removal of **approximately 2,143 CY of accumulated sediment** to a maximum of -5 feet mean low water depth.

- Clearing upland staging site
- Removal of debris
- Turbidity curtain installation
- Mechanical dredging
- Usage of upland and barge-based excavators
- Removed sediment restored a private storm damaged property.
- T&E Species monitoring, control and compliance
- OFW water quality standards monitoring, control and compliance

Client Contact: Peter Frezza, Environmental Resources Manager
(305) 664-6427 office



Peter.Frezza@Islamorada.FL.US

Name of Project: Marine Debris and Sediment Removal as a Result of Hurricane Irma Phase V
Owner: NRCS/Monroe County/The Village of Islamorada
Date of Service: 1/2020 – 3/2020
Scope of Work: **Removal of approximately 700 CY of accumulated sediment from Canal 157, 1,395 CY of sediment from Canal 151. and 493 CY from Canal 148.**

- Usage barge mounted and land based heavy equipment
- Sediment transport and disposal of at the Marathon Golf Course
- Turbidity barrier installation
- Staging area set up and restoration
- T&E Species monitoring, control and compliance
- OFW water quality standards monitoring, control and compliance

Point of Contact: Greg Corning, P.E., Senior Engineer
(314) 920-8359 cell
Greg.Corning@WSP.com



Name of Project: Marine Debris and Sediment Removal as a Result of Hurricane Irma Phase I -IV
 Owner: NRCS/Monroe County/The Village/City of Marathon
 Oversight: Wood Environmental
 Date of Service: 08/2018 – 01/2020
 Value: \$29,036,771.88
 Scope of Work: **Removal of approximately 16,000 CY of assorted Hurricane Irma related debris from 247 canals including 26 canals in The Village. Removal of approximately 7,500 CY of sediment removal from 9 different canals were successfully completed, including (3) in The Village.**

- Utilized 12+ barges/watercraft, 80 personnel, 10 commercial (3) man dive teams and a fleet of heavy equipment, **simultaneously** over a 100-mile geographic area.
- Set up and management of (4) for debris sorting
- Lawful transport and disposal of debris
- Hazardous sediment transport and disposal at a Class 1 lined landfill
- T&E Species monitoring, control and compliance
- OFW water quality standards monitoring, control and compliance

Point of Contact: Rhonda Haag, Director of Sustainability
 (305) 453-8774 Office
 Haag-Rhonda@MonroeCounty-FL.Gov

AEI has also teamed with Florida Keys Aeration to successfully conduct Air Curtain installation for several clients in the Florida Keys, which include:

Owner: Ocean Harbor Condo

Location: Islamorada, FL.

Scope of Work: Installation of (1) 7.5HP Mink Claw Compressor, (20) Diffusers, Self-Weighted Tubing

Owner: Coral Harbor Condo

Location: Islamorada, FL

Scope of Work: Installation of (2) 4HP Vertex Units, (36) Diffusers, Self-Weighted Tubing

Owner: Ocean Reef Club

Location: Key Largo, FL

Scope of Work: Installation of (2) 20HP, 240V, 3-Ph. Compressors, (90) Diffusers, Self-Weighted Tubing

Owner: Caribbean Resort

Location: Islamorada, FL

Scope of Work: Installation of (2) 4HP Vertex Units, (21) Diffusers, Self-Weighted Tubing

Owner: Marlin Bay Yacht Club

Location: Marathon, FL

Scope of Work: Installation of (2) 3HP Vertex units, (22) Diffusers, Self-Weighted Tubing

Owner: Mariner's Club

Location: Key Largo, FL

Scope of Work: Installation of (2) 4 HP Vertex Units, (30) Diffusers, Self-Weighted Tubing

Other Key Projects Successfully Completed:

- 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
- 2000: Breakwater repair Port Largo in Key Largo
- 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
- 2013: Backfilling/Seagrass restoration Islamorada FKNMS
- 2014: Backfilling: HMS Fowey Shipwreck Stabilization Project Dept. of Interior
- 2017: Removal of over 150 vessels in the Upper Keys that were displaced by Hurricane Irma under a United States Coast Guard Basic Ordering Agreement.
- 2019: Completion of the Monroe County plugged and unplugged canal Marine Debris Removal project funded by the State of Florida DEP.
- 2020: Marine Debris Removal: Monroe County, Non NRCS funded Hurricane Irma debris removal from 108 canals from Key Largo to Key West
- 2021: Nearshore Debris Removal: Monroe County and FWC targeted fishing and assorted debris at nearshore island shorelines
- 2021: Miami Dade County Florida City Canal Outfall and Equalizer Improvements Project. Construction/installation of six water control gates at the upstream end of the existing culverts. A total of two (2) manatee grates were also installed. Removal and disposal of debris, slit, litter, lumber, and vegetation clippings, etc., from the designated areas.
- 2022: Emergency Canal Debris Removal: South Florida Water Management District Emergency response debris removal, transportation, and disposal
- Ongoing: (2000-Present): Under contract with Monroe County for Derelict Vessel and Marine Debris Removal.
- Ongoing: Lignumviate State Botanical Park, Islamorada Topographic Restoration for the purpose of stabilizing damaged seagrass areas to promote the recruitment of seagrass.
- Ongoing: City of Miami Beach Routine and Emergency Waterway Cleanup and Debris Removal Services: Routine and emergency waterway cleanup and debris removal services for the removal of submerged, floating and shoreline debris
- Ongoing: Routine Waterway Restoration: South Florida Water Management District
- Routine waterway debris removal and vegetation maintenance and throughout South



All AEI projects listed above are of similar nature to this project as they are all coastal environmental marine projects requiring barges and heavy equipment to transport and place aggregates and materials into the fragile waters of the Florida Keys while controlling and monitoring water quality in Florida Outstanding Waters and threatened and endangered species.

2023 Canal 28 Water Quality Improvement Project and our owned 70' barge with mounted track-hoe



AEI staff are trained and in compliance with all state and federal rules and regulations for In Water Marine Work and fully subscribe to the protection of our threatened and endangered species including, but not limited to, Manatees, Sawfish, Sea Turtles and the American Crocodile to name a few. Below is an example of a T&E species located in project area by AEI monitor and project team.



AEI owned barge/track-hoe and shallow draft push boat progress photo on Canal 28 Water Quality Improvement Project. Notice the American Crocodile which is Federally Listed Threatened Species.

On this day the crocodile pulled himself over the Turbidity Barrier located at the mouth of the canal and was immediately spotted by our T&E spotting team. Work immediately ceased and the incident was logged into our T&E log book. FWC was contacted and AEI was advised to continue to cease until the reptile exited the work area. Within the hour the crocodile was spotted exiting the work area. This was confirmed with County oversight and work resumed without any negative contact.

SECTION 4. PROJECT APPROACH

Methodology

Project Approach:

Adventure Environmental, Inc., AEI, owns a fleet of barges ranging from 25' to 100' along with a full complement of support watercraft and heavy equipment all staged and available at *our commercial waterfront facility at 160 Georgia Ave., Tavernier, FL 33070*. A list of available equipment can be found at the end of this section.

AEI is able to store materials, supplies and equipment at its Tavernier location, which will be fully available for this project for contingency in case of having to demobilize for storms or any other significant stoppages requiring a demobilization and/or for use in stockpiling materials locally prior to and during construction to avoid any delays in work waiting on deliveries.

AEI has identified sourcing for all of the aggregates and other materials and supplies for this project and all are commercially available products that will be available regardless of timing of regulatory approvals, work stoppages and/or equipment failures. Immediately following award AEI will begin the submittal process for all materials, supplies and documents to include but not limited to:

- Aggregate submittals with any required certifications and testing
- MOT & Haul Plan
- H & S Plan
- Quality Control Plan

Immediately after Notice To Proceed (NTP) AEI will conduct pre-work inspections, to include but not limited to, pre-construction video and pictures of Canal 147, staging area(s) and all docks/shoreline of our travel routes to and from the staging area(s). Our licensed land surveyor will layout the work providing benchmarks and elevation stakes throughout the work area and our construction team installs the necessary turbidity barriers and erosion and sedimentation controls, followed by or simultaneously constructing the staging area(s) as per the plans and technical specifications

Sequence of Major Activities:

- Install temporary erosion and sedimentation controls and maintain throughout project
- Construct staging area
- Conduct Organic removal and Backfill operations according to technical specifications and plans
- Install Air Curtain as per specifications and plans
- Mill and pave Leserra Lane as per specifications and plans
- Obtain final approval, remove erosion and sedimentation controls and stabilize any area disturbed by their removal
- Restore staging area

After approval of the water quality, erosion, sedimentation controls and staging area construction, AEI will begin material and supply deliveries first to the staging area(s) which have minimal capacity; then to our nearby commercial yard for stockpiling, so at no time are we waiting for deliveries. Materials delivered/stockpiled at our facility will be delivered to the staging area(s) via our owned commercial dump trucks and/or barges as needed.

AEI will utilize a combination of barges and heavy equipment for the project. One barge with either a

mounted crane, material handler or track hoe will be located at the canal for either material removal or installation, and will stay on site while another barge will be used for transporting aggregates, materials and supplies back and forth from the work site and staging/loading area(s).

Upon final approval from the engineer and the Village for the completion of the organic removal, backfill and air curtain installation, AEI will remove water quality, erosion and sedimentation controls and stabilize any area disturbed by their removal. Mill and paving of Leserra road will commence upon these approvals.

Notes:

- *All construction activities will be performed in accordance with the Florida Fish and Wildlife Conservation Commission (FWC) standard manatee conditions for in-water work and NOAA Fisheries construction conditions for sea turtle and smalltooth sawfish.*
- *Project signs are included in staging area(s) construction*



AEI Turbidity System functioning flawlessly at Canal 29 Backfilling project.



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



AEI 100' Barge with our mounted Material Handler.

Operations:

- The extent to which duties related to Processing Services 1) Are not anticipated to represent incremental additions in responsibility of existing staff or 2) Require new staff. AEI maintains sufficient staff, equipment, and capabilities to successfully complete the Canal 147 Project within allotted schedule.
- AEI staff are trained in OSHA (30) hr. Construction Safety and OSHA (40) hr. HAZWOPER along with yearly refreshers in the AEI H&S safety and environmental protocols which include Commercial Diving, Heavy Equipment and Crane Operations, Marine Construction/Barge Operations including Overhead along with Threatened and Endangered species monitoring, protection, and reporting. AEI maintains a full time Safety Officer who will be on the project at all time during operations. An individual Activity Hazard Analysis will be specific to this project will be prepared and supplied with our H&S plan. A Priority 1 site specific safety meeting will be held prior to construction with all field staff and management followed by daily tailgate safety meetings. Upon any reportable incident or near miss, operations will cease until the hazard is reported, mitigated followed by all hands briefing on the incident along with mitigation strategies.

Compliance:

- AEI has had zero (0) safety and/or environmental violations within the last 3 years.
- AEI has no outstanding violations.

Equipment

BARGES AND BOATS:

All listed vessels and barges are AEI owned, and available for Village of Islamorada 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. 1310924

Homeport: Monroe County

Owner: Adventure Environmental, Inc.

Desc.: 2020 90' X 30' Barge capable of holding large equipment and operate in shallow water



4.

AEI-4: 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.

5.
AEI-5: 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

6.
AEI-6: 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.



7.
AEI-7: Official No. 1075971-6 (Twin 2)
Homeport: Monroe County

Owner: Advental, Inc.
Desc.: 2017 40' X 13' self-powered barge capable of holding heavy equipment and operate in shallow water.





8.
AEI-8: 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.



9.
AEI-9: 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.



10.
AEI-10: 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.



11.

AEI-11: 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.



12.

AEI-12: 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.



13.

AEI-13: 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:

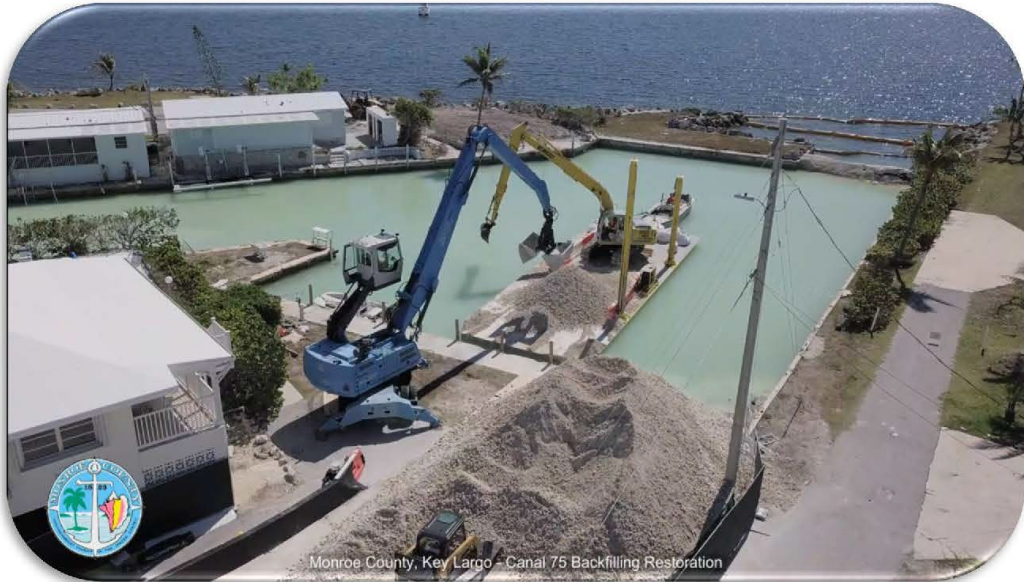
All listed vessels and barges are AEI owned, and available for Village of Islamorada projects

(4) Long Reach Excavators

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

Crane

- Tadano GR750-XL 75 ton crane



(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 vessels and barges are AEI owned, and available for Village of Islamorada 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.

SECTION 5. CONTRACTOR REFERENCES

Listed below are references for similar projects that Adventure Environmental, Inc has successfully completed for municipalities within the last five (5) years

Project Name: Monroe County Water Quality Improvement Project Canal 90 Key Largo, FL
Owner: Monroe County Board of County Commissioners
Duration: NTP: 04/24 Completion: 06/2024
SOW: Backfilling Canal with 16,000 CY of aggregates while controlling and monitoring water quality and T&E species. All work conducted via barges with heavy equipment.
Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Project Name: Monroe County Water Quality Improvement Project Canal 25 Key Largo, FL
Owner: Monroe County Board of County Commissioners
Duration: NTP: 07/22 Completion: 02/2023
SOW: Backfilling Canal with 33,000 CY of aggregates while controlling and monitoring water quality and T&E species. All work conducted via barges with heavy equipment.
Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Project Name: Monroe County Water Quality Improvement Project Canal 28 Key Largo, FL
Owner: Monroe County Board of County Commissioners
Duration: NTP: 07/22 Completion: 02/2023
SOW: Backfilling Canal with 60,000 CY of aggregates while controlling and monitoring water quality and T&E species. All work conducted via barges with heavy equipment.
Client Contact: Rhonda Haag, Sustainability Director
305-395-9928
Haag-Rhonda@MonroeCounty-FL.Gov

Name of Project: Marine Debris and Sediment Removal as a Result of Hurricane Irma Phase V
Owner: NRCS/Monroe County/The Village of Islamorada
Date of Service: NTP: 1/2020 – Completion: 3/2020
Scope of Work: Sediment Removal - Removal of approximately 700 CY of accumulated sediment from Canal 157, 1,395 CY of sediment from Canal 151. and 493 CY from Canal 148. Usage barge mounted and land based heavy equipment
Point of Contact: Greg Corning, P.E., Senior Engineer
(314) 920-8359 cell
Greg.Corning@WSP.com

Project Name: Village of Islamorada Canal 116 Backfill Restoration Project
Owner: Islamorada, Village of Islands
Duration: NTP: 10/2023 Completion: 01/2024
SOW: Backfilling Canal with 10,000 CY of aggregates while controlling and monitoring water quality and T&E species. All work conducted via barges with heavy equipment.
Client Contact: Peter Frezza, Environmental Resource Manager
305-664-6427
peter.frezza@islamorada.fl.us

*AEI multi-barge set up on Canal 28
Water Quality Improvement
Project.*



*AEI aggregate placement/backfill
operations on Canal 25 Water
Quality Improvement Project.*

SECTION 6. COST PROPOSAL


Unit Price Cost Proposal Sheet
Canal #147

Project: Canal #147 Organic Removal, Backfill, and Air Curtain Restoration
Location: Lower Matecumbe Key, Florida
Contractor: Adventure Environmental, Inc
Date: July 1, 2024

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	LINE TOTAL PRICE
1	Mobilization and Demobilization	LS	1	\$298,262.00	\$298,262.00
2	Maintenance of Traffic	LS	1	\$15,000.00	\$15,000.00
3	Floating Turbidity Barrier (mouth of canal and as required around construction area to control turbidity within permit requirements)	LS	1	\$50,000.00	\$50,000.00
4	Organic Muck Removal	CY	2750	\$109.00	\$299,750.00
5	Organic Muck Dewatering	LS	1	\$100,000.00	\$100,000.00
6	Organic Muck Transportation & Disposal	TON	700	150.00	\$105,000.00
7	Fill Material	CY	2964	\$42.00	\$124,488.00
8	Trucking of Backfill Material	CY	2964	\$25.00	\$74,100.00
9	Placement of Coarse Fill	CY	1865	\$160.00	\$298,400.00
10	Placement of 1-foot of Sand Fill	CY	1099	\$180.00	\$197,820.00
11	Construction Surveys	LS	1	\$40,000.00	\$40,000.00
12	Electrical Hookup	LS	1.0	\$25,000.00	\$25,000.00
13	Weighted Diffuser Line	LF	360	\$3.00	\$1,080.00
14	2 inch transmission line	LF	850	\$30.00	\$25,500.00
15	Diffuser Manifold	EA	1.0	\$5,000.00	\$5,000.00
16	Compressors in Noise Reducing Cabinet	EA	2.0	\$20,000.00	\$40,000.00
17	Cabinet Landscaping	LS	1.0	\$5,000.00	\$5,000.00
18	Control Panel	EA	1.0	\$5,000.00	\$5,000.00
19	Wind Switch	EA	1.0	\$5,000.00	\$5,000.00
20	Weather Monitor & Pole	EA	1.0	\$5,000.00	\$5,000.00
21	Diffusers - Dual 12" Membrane Discs	EA	18.0	\$100.00	\$1,800.00
22	Diffuser Bases	EA	9.0	\$800.00	\$7,200.00
23	Rehabilitation of Staging Areas to Original Condition	LS	1	\$60,000.00	\$60,000.00
24	Milling and Paving	SY	2320	\$30.00	\$69,600.00
25	Thermoplastic Striping	LF	800	\$10.00	\$8,000.00

Signature below verifies the proposal remains in effect for one hundred eighty (180) days.

Project Total: **\$1,866,000.00**

Contractor's Signature: 

Note:

These quantities are estimates and the Contractor can strikethrough and adjust the quantities, if desired.

SECTION 7. TIMELINE

- Install temporary water quality, erosion and sedimentation controls: **2 Days**
- Construct staging area **2 Days**
- Organic Removal according to technical specifications and plans **20 Days**
- Backfilling according to technical specifications and plans **20 Days**
- Air Curtain Installation according to technical specifications and plans **5 Days**
- Obtain final approval, remove erosion and sedimentation controls and stabilize any area disturbed by their removal **5 Days**
- Mill and pave Leserra Rd **5 Days**

SECTION 8. ABILITY TO OBTAIN BONDS



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.

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.

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, 2024, that its most recent annual report/uniform business report was filed on January 22, 2024, 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-second day of January,
2024*




Secretary of State

Tracking Number: 5756553490CC

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

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

2023 / 2024
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2024

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 000-22-00072363 09/25/2023 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, 2024

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RECEIPT# 30140-107971

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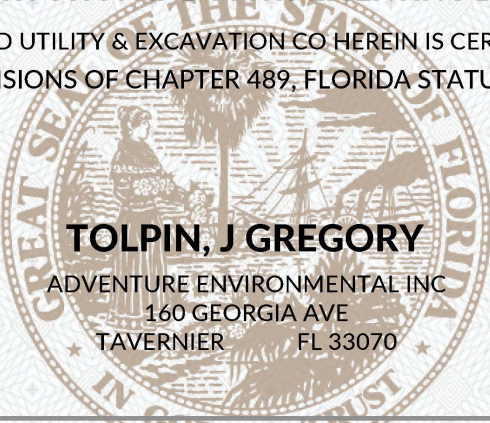
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Paid 000-22-00072363 09/25/2023 25.00

	<p>Ron DeSantis, Governor</p>	<p>Melanie S. Griffin, Secretary</p>
		
<p>STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD</p>		
<p>THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES</p>		
<p>TOLPIN, J GREGORY ADVENTURE ENVIRONMENTAL INC 160 GEORGIA AVE TAVERNIER FL 33070</p>		
<p>LICENSE NUMBER: CGC1506411</p>		
<p>EXPIRATION DATE: AUGUST 31, 2026</p>		
<p>Always verify licenses online at MyFloridaLicense.com</p>		
<p>ISSUED: 06/17/2024</p>		
<p>Do not alter this document in any form.</p>		
	<p>This is your license. It is unlawful for anyone other than the licensee to use this document.</p>	

	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, 2026			
Always verify licenses online at MyFloridaLicense.com			
ISSUED: 06/17/2024			
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FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

In the matter of an application
for: Professional Mangrove
Trimmer Qualification

Professional Mangrove Trimmer Qualification
DEP File No. 413100-001-MTQ-031 (**Duplicate**)

Mr. Christopher Colarusso
Adventure Environmental, Inc.
160 Georgia Avenue
Tavernier, FL 33070
chris@4aei.com

February 4, 2022

NOTICE OF APPROVAL FOR PROFESSIONAL MANGROVE TRIMMER STATUS

In accordance with Paragraph 403.9329(1)(f) of the Florida Statutes, persons who have conducted mangrove trimming as part of their business or employment and who can demonstrate a sufficient level of competence to assure that they are able to conduct mangrove trimming in a manner that will ensure the survival of mangroves that are trimmed may be qualified as a professional mangrove trimmer by the Department of Environmental Protection (Department).

On February 14, 2002, the Department received an application for professional mangrove trimmer status from Christopher Colarusso in accordance with Subsection 403.9329(2) of the Florida Statutes. Having reviewed the application, the Department has determined that the applicant has met the professional mangrove trimmer qualifications set forth in Subsection 403.9329(2). Based on the documentation provided to the Department, the applicant's request for professional mangrove trimmer status, under Paragraph 403.9329(1)(f) and Subsection 403.9329(2), is hereby granted.

Findings

1. Mr. Colarusso submitted a list of at least 10 different canals where mangrove trimming was conducted in Monroe County as part of clean-up efforts following Hurricane Georges. The work was initiated during March 1999 and substantially performed during April 1999 under a contract with the South Florida Resource Conservation and Development Council, Inc., and through a grant sponsored by the Natural Resource Conservation Service (NRCS) under the Emergency Watershed Protection Act. The identified 10 projects were part of a total of 100 canals where the applicant performed mangrove trimming as part of the hurricane cleanup effort.
2. The work was performed under the supervision of Karen Strobel, a Landscape Architect PMT.

3. Trimming of mangroves in canals in the manner performed by the applicant is authorized under a general permit (s. 403.9327(1)(b), F.S.), provided written notice is given to the Department prior to beginning the work (s. 403.9327(4), F.S.).
4. Specified cleanup efforts following the hurricane were authorized to be performed without the need for permits under Department Emergency Final Order (OGC Nos. 98-2617 & 98-2825), provided activities were commenced during the period September 30, 1998, through May 20, 1999. The Orders authorized work to be completed by November 20, 1999.
5. The work was initiated during a period when the Emergency Orders of the Department waived requirements for permits. The notice requirements of s. 403.9327(4), F.S., therefore were waived during this period. The Department finds that the work performed under the Emergency Order and in compliance with the substantive provisions of s. 403.9327, F.S., were authorized by the Department.
6. Department staff were aware of debris clean-up efforts in the canals while the trimming was on-going and were present at some of the sites while the trimming was occurring. Department staff also inspected the sites subject to the request for verification of PMT status, and found that the work conformed to the substantive provisions of the general permit in s. 403.9327(1)(b), F.S.
7. There are no documented violations of trimming or altering mangroves by Mr. Colarusso.
8. Mr. Colarusso has demonstrated to district staff that he possesses the knowledge and ability to correctly identify the three mangrove species recognized in the state of Florida.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;

- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Timothy Rach
Program Administrator
Submerged Lands & Environmental
Resource Program

cc: Kelly Gracie, Adventure Environmental, Inc., kelly@4aei.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this Professional Mangrove Trimmer Qualification, including all copies, were mailed before the close of business on February 4, 2022, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Donna Kendall

Clerk

02/04/2022

Date

SECTION 10. INSURANCE



ADVEN-1

OP ID: GB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2024

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 E-MAIL ADDRESS: gail@ami-ins.com FAX (A/C, No): 504-482-1475	
		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:	

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	EV20190209-06	01/09/2024	01/09/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				
C	M.E.L.		X	BOUM-A-23-2110	08/15/2023	08/15/2024	M.E.L. 1,000,000
B	Hull/P&I Liability		X	OMH841008-12	10/12/2023	10/12/2024	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

ISLAM01

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

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

Gail L Boudreaux

ACORD 25 (2016/03)

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NOTEPADINSURED'S NAME
Adventure Environmental Inc.ADVEN-1
OP ID: GBPAGE 2
Date 01/26/2024

Contractors Pollution Liability:
Insurer: Rockhill Insurance Company
Policy#: EV20190209-04
Policy Period: 01/09/24 - 01/09/2025
Claims Made
Aggregate Limit: 2,000,000
Each Contractors Pollution Condition Limit: 2,000,000
Blanket Additional Insured/ Waiver of Subrogation

Professional Liability:
Insurer: Rockhill Insurance Company
Policy#: EV20190209-04
Policy Period: 01/09/24 - 01/09/2025
Aggregate Limit: 2,000,000
Each Professional Services Incident Limit: 2,000,000

Commercial General Liability Conditions:

Deductible Liability Endorsement
Exclusion - Testing or Consulting Errors and Omissions
Total Pollution Exclusion Endorsement
Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
Exclusion-Violation of Statutes that Govern Emails, Fax, Phone Calls or Other Methods of Sending
Exclusion - Punitive or Exemplary Damages
Amended Waiver of Subrogation
Exclusion - Engineers, Architects or Surveyors
Exclusion - Exterior Insulation and Finish Systems
Exclusion - Professional Services
Primary/Non-Contributory Coverage-Blanket - When req. by written contract
Additional Insured - Managers or Lessors of Premises
Toxic Drywall Exclusion
Separation of Insureds
Independent and/or Subcontractor Restriction

Hull & Machinery / Protection & Indemnity:

Terms and Conditions applicable to All Sections:
Severability

Terms and Conditions applicable to Hull:
A. I. Coastwise and Inland Hull Clauses
Deliberate Damage (Pollution Hazard)
Engines & Machinery - ACV / Limited Perils Only
No Lay Up Warranty
No Release to Tow Warrant
Seaworthiness Clause
Total Loss Hull Premium Earned Clause
Vessel Stability
Additional Insured as respects P&I

Terms and Conditions applicable to P&I:
SP-38 Form
Collision Clause including Tow & Extended Tow's Liability
Collision Liability - P&I Extension
Diving & Swimming Exclusion
Food & Beverage Exclusion
Health Hazard Exclusion
Liability Limitation
No Release to Tow Warrant
P&I Crew Exclusion: Notwithstanding anything contained in the Protection and Indemnity Clauses herein to the contrary, it is understood and agreed that this Company shall not be liable for any loss, expense or claim to employees of the Assured, members of the crew, contractors or subcontractors
Punitive/Exemplary Damages Exclusion
Special Operations Exclusion

NOTEPADINSURED'S NAME **Adventure Environmental Inc.****ADVEN-1**
OP ID: GBPAGE **3**
Date **01/26/2024**

Contractor's Equipment:
Policy No.: IMP530578208
Policy Period: 01/26/2024 to 01/26/2025
- Owned Equipment \$465,000
- Leased/Rented Equipment any one item limit \$200,000
- Leased/Rented Equipment all items limit \$400,000
Inland Marine Coverage Part Declarations Page
Commercial Inland Marine Conditions
Contractor's Equipment Declarations Scheduled Form
Contractor's Equipment Scheduled Coverage Form
Contractor's Equipment Equipment Leased or Rented From Others Coverage
Florida Changes - Warranties
Florida Changes - Loss Payment
Crane Exclusion Endorsement
Contractor's Equipment Existing Fire Exclusion
Blanket Loss Payable Endorsement
Marijuana Exclusion

M.E.L.
-Maritime Employers Liability Coverage Form
-Transportation, Wages, Maintenance & Cure
-Notice of Cancellation: 30 days (except 10 days of nonpayment of premium)
-Death on the High Seas Clause
-In Rem Liability
-Blanket Waiver of Subrogation

This certificate of insurance neither affirmatively nor negatively alters,
amends, or extends the coverage afforded by Policy(ies) issued by the
Insurer(s) listed on this certificate.

CERTIFICATE OF LIABILITY INSURANCE							Date 12/12/2023	
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	\$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence		
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> OTH-ER	
						E.L. Each Accident		\$1,000,000
						E.L. Disease - Ea Employee		\$1,000,000
						E.L. Disease - Policy Limits		\$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: ISSUE 01-19-23 (KLT)								
Begin Date: 3/15/2010								
CERTIFICATE HOLDER ISLAMORADA, VILLAGE OF ISLANDS, VILLAGE COUNCIL 86800 OVERSEAS HIGHWAY ISLAMORADA, 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.				



ADVEENV-01

DASBURY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2024

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 Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	CONTACT NAME: Certificates PHONE (A/C, No, Ext): (727) 258-5774 FAX (A/C, No): E-MAIL ADDRESS: certs@cci-ins.com
INSURED Adventure Environmental Inc 160 Georgia Ave Tavernier, FL 33070	INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Express Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10193

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
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	03515746	6/11/2024	6/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED 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 OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

When required by written contract, the certificate holder is listed as an additional insured with regard to the Business Auto policy. When required by written contract, a waiver of subrogation applies in favor of the certificate holder on the Business Auto policy.

CERTIFICATE HOLDER

CANCELLATION

Village of Islamorada 86800 Overseas Hwy 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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SECTION 11. CONTRACT PROVISIONS (FORMS)

Sign and Submit

12. 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

July 1, 2024

Date

13. 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

July 1, 2024
Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

entity, contractor, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official

Gregory Tolpin, Vice President

Name and Title of Contractor's Authorized Official

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Adventure Environmental, Inc ("Vendor")

Vendor FEIN: 65-0768539

Address: 160 Georgia Avenue

City: Tavernier State: FL Zip: 33070

Phone number: (305) 321-5669 Email Address: Greg@4AEI.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: 
Authorized Signature

Print Name and Title: Gregory Tolpin, Vice President

Date: July 1, 2024

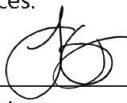
APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
<u>n/a</u>	<u>n/a</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
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<hr/>	<hr/>

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.



Signature

Gregory Tolpin

Print name

Vice President

Title

July 1, 2024

Date



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

AEI

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

Exhibit "B"

RE: Canal 147 Timeline

PROJECT TIMELINE

Notice to Proceed

• Staging Area & Temp. Erosion Controls and Water Quality Containment:	10 days
• Construct Canal organic removal and backfill as per plans, specifications and pre-con site visit:	90 days
• Final Survey/As-Built post construction:	14 days
Total	114 days

**days = working days*