

Agenda Item #_C - 4_____

Village of Royal Palm Beach

Agenda Item Summary

Agenda Item:

Approval of bid award and authorization for the Village Manager to enter into contract with Landshore Enterprises, LLC, the lowest responsible, responsive bidder, in the amount of \$2,138,653.38 for CIP PW1806, Canal Bank Stabilization. Funding for the capital project is from ARPA Fund 105-4100-541.63-51.

Issue:

Landshore Enterprises, LLC is the sole responsible, responsive bidder. The project is included in the current year CIP and is funded with ARPA funds. The scope of work involves re-establishing and armoring the canal banks at one (1) canal crossing on Ponce de Leon Street; two (2) canal crossings on La Mancha Avenue; and, one (1) canal crossing on Madrid Street. Each location consists of one independent concrete road bridge.

Specifically, the work involves earthwork to return the canal to the original design section and armoring of the canal banks with rubble rip-rap. The work includes: clearing and grubbing to remove existing rip-rap, vegetation and any other unsuitable material in the canals within the work area; earthwork (excavation and fill) and grading; placement of filter fabric, bedding stone and rubble rip-rap to FDOT specifications; As-built survey during construction; removal and legal disposal of all waste, unsuitable and excess material; minor modifications to existing drainage pipes in the canals; MoT (vehicles and pedestrians) to FDOT standards as required to perform the work.

Recommended Action:

Upon Council review staff recommends a motion to approve.

Initiator: Paul Webster, Director of Public Works	Village Manager Approved:	Agenda Date: 06/20/2024	Village Council Action:
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CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2024, between The Village of Royal Palm Beach a municipality, incorporated in the State of Florida, hereinafter referred to as the "OWNER" and **Landshore Enterprises, LLC**, hereinafter referred to as the "CONTRACTOR."

CONTRACTOR: LANDSHORE ENTERPRISES, LLC
118 SHAMROCK BLVD.
VENICE, FL 34293

WITNESSETH:

That the said Contractor having been awarded the contract for the:

**Canal Bank Stabilization Project
Bridge Nos. 937355, 937356, 937358, and 937359
Village Project Number: PW1806**

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the contractor and the Owner, the Contractor hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of this Contract including the following Exhibits which the Contractor has reviewed prior to the execution of this Contract and which are made a part hereof and incorporated herein by reference:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. Bid Form and Bid Proposal Form
- D. Notice of Award
- E. Completed Bonds, Surety and Insurance Forms
- F. Notice to Proceed
- G. General Conditions (EJCDC No 1910-8) (1996 Edition)
- H. Supplementary Conditions
- I. Roadway Technical Specifications
- J. Project General Conditions
- K. Technical Specifications
- L. Appendix
- M. Addenda
- N. Drawings

and to accept as full compensation for the satisfactory performance of this Contract the sum of **Two Million, One Hundred Thirty Eight Thousand, Six Hundred Fifty Three & 38/100 (\$2,138,653.38)** which is based on the total base bid of **One Million, Fifty Six Thousand, Three Hundred Thirteen & 63/100 Dollars (\$1,056,313.63)** and total alternate bid of **One Million, Eighty Two Thousand, Three Hundred Thirty Nine Dollars & 38/100 (\$1,082,339.38)** submitted in the Bid Proposal Form. The price named in the Bid is for the completed work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Owner, except as may be noted in the bid items. It is understood that the Contractor holds and will maintain current and appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract.

The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written notice to proceed. The time limit for the Substantial Completion of all work under this contract shall be **Three Hundred Sixty (360)** consecutive calendar days. The Contract shall be Finally Complete within 30 consecutive calendar days of the date of substantial completion.

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the General conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred Dollars (\$500.00)** for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Two Hundred and Fifty Dollars (\$250.00)** for each day that expires after the time specified above for completion and readiness for final payment.

Liquidated damages due to the Owner may be deducted from payments due to the Contractor, or may be collected from the Contractor or its surety or sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided herein (Termination for Default). As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate

with the Inspector General in the exercise of the inspector general's functions, authority and power. The Inspector General has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

In accordance with Sec. 119.0701, *Florida Statutes*, Vendor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal. Upon request from the Village's custodian of public records, Vendor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Vendor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, Vendor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Vendor does not transfer the records to the Village. Finally, upon completion of the Agreement, Vendor shall transfer, at no cost to the Village, all public records in possession of the Vendor, or keep and maintain public records required by the Village. If the Vendor transfers all public records to the Village upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT Ddisanto@RoyalPalmBeachfl.gov, OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.

This Contract shall be governed by the laws of the State of Florida and the venue of any action shall be Palm Beach County, Florida.

In WITNESS WHEREOF, the Village Council of the Village of Royal Palm Beach, Florida, has approved and authorized its Village Manager to execute this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:

Diane DiSanto, Clerk

By: _____

(Seal)

OWNER:

Village of Royal Palm Beach

By: _____

Raymond C. Liggins, P.E., Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

Village Attorney

ATTEST:

"CONTRACTOR "

By: _____ By: _____

Print: _____

Title: _____

(Corporate Seal)

signed, sealed and delivered in the presence of two witnesses:

Witness

Witness

**VILLAGE OF ROYAL PALM BEACH
AMERICAN RESCUE PLAN ACT FUNDING ADDENDUM**

This American Rescue Plan Act Funding Addendum (“Addendum”), hereby entered into this _____ day of _____, 2024, by and between the Village of Royal Palm Beach, a Florida municipal corporation with offices located at 1050-A Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411, organized and existing in accordance with the laws of the State of Florida, hereinafter the “Village”; and Landshore Enterprises, LLC a corporation with offices located at 118 Shamrock Blvd., Venice, FL 34293, hereinafter the “Contractor” and collectively with the Village, the “Parties”.

RECITALS

WHEREAS, Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act, which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic; and

WHEREAS, the ARPA disbursed approximately \$1.4 billion to the State of Florida to disburse to “non-entitlement units of local government” with populations below 50,000, including the Village; and

WHEREAS, the Florida Division of Emergency Management (“Division”) has received these funds from the U.S. Treasury Department (“Treasury”) through the State of Florida in accordance with the provisions of the ARPA; and

WHEREAS, the Division has disbursed the appropriate funds to the Village, who is fully qualified and eligible to receive this funding for the purposes identified within the ARPA; and

WHEREAS, the Division and the Village entered into an ARPA Coronavirus Local Fiscal Recovery Fund Agreement (“Fund Agreement”) which requires the Village as a recipient of ARPA funds to comply with all applicable Federal and State laws, rules, and regulations; and

WHEREAS, the Fund Agreement entered into between the Division and the Village also requires the Village to ensure that all of its contractors, subcontractors, sub-grantees, suppliers, and consultants compensated with ARPA funds also comply with all applicable Federal and State laws, rules, and regulations; and

WHEREAS, the Village now wishes to enter into an Agreement with the Contractor for Canal Bank Stabilization (“Agreement”), payable in part using ARPA funds; and

WHEREAS, in the execution and performance of this Agreement, the Village wishes to ensure absolute compliance with all applicable State and Federal laws, rules, and regulations.

NOW THEREFORE, and in consideration of receipt of ARPA funds as well as the mutual promises, terms and conditions contained herein, the Village and the Contractor agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **ENABLING AGREEMENT:** All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect. This Addendum shall be attached to this Agreement and shall become a part thereof.

3. COMPLIANCE WITH APPLICABLE LAW & REGULATIONS: The Contractor shall comply with all statutes and regulations effectuating ARPA, including but not limited to the Coronavirus State and Local Fiscal Recovery Funds Program, A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) which added section 603(a) to the Social Security Act, Treasury Interim Final Rule, 31 C.F.R. part 35, attending rule guidance published in the Federal Register, Volume 86, No 93, and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Addendum and this Agreement.

In addition, the Contractor shall comply with all other federal statutes and regulations applicable to this Agreement, including, but not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. See also **Section 6.** below.
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- f. Hatch Act of 1939 (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- g. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") (2 C.F.R. Part 200) other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F-Audit Requirements of the Uniform Guidance implementing the Single Audit Act, shall apply to this award. See also **Section 4.** below.
- h. Universal Identifier and System for Award Management ("SAM") (2 C.F.R. Part 25) pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- i. Reporting Subaward and Executive Compensation Information (2 C.F.R. Part 170) pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- j. Office of Management and Budget ("OMB") Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) (2 C.F.R. Part 180) including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. See also **Section 11.** below.
- k. Recipient Integrity and Performance Matters pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- l. Governmentwide Requirements for Drug-Free Workplace 31 C.F.R. Part 20.
- m. New Restrictions on Lobbying 31 C.F.R. Part 21.
- n. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- o. Generally applicable federal environmental laws and regulations.

4. **UNIFORM GUIDANCE:** The Contractor shall provide the Village with all business, financial, and performance records necessary to ensure that Village's internal control and monitoring practices comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards, 2 C.F.R. Part 200.

5. **FEDERAL & STATE AUDITING:** As a condition of receiving state or federal financial assistance and as required by Sections 20.055(6)(c) and 215.97(5)(b), *Florida Statutes*, Treasury's Inspector General, the Government Accountability Office, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Contractor, in electronic form or otherwise, which are pertinent to this Agreement, in order to make or conduct audits, investigations, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The Contractor shall also keep all documents, financial statements, papers, or other financial or business records applicable to this Agreement in detail sufficient for a proper pre-audit and post-audit thereof for a *minimum of five (5) years after all Village funds have been expended or returned to Treasury, whichever is later*. For the purposes of this section, the term "Contractor" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

6. **TITLE VI OF CIVIL RIGHTS ACT:** As a sub-grantee of federal financial assistance, Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement. In addition, the Contractor shall ensure the following:

- a. Contractor shall ensure current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by Treasury's Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- b. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, the Contractor shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor programs, services, and activities.
- c. Contractor shall consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, see: <http://www.lep.gov>.

- d. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

7. EQUAL OPPORTUNITY EMPLOYMENT: In accordance with 41 C.F.R. § 60-1.4(b), for any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the Contractor hereby agrees as follows during the term of this Agreement:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Addendum or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. Contractor will include the portion of the sentence immediately preceding subsection (a) of this section and the provisions of subsections (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. COPELAND ANTI-KICKBACK ACT: For any contract for construction work, or modification thereof, Contractor shall adhere to the following:

- a. *Contractor.* Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145 and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Addendum.
- b. *Subcontracts.* Contractor or subcontractor shall insert into any subcontracts the clause in subsection 8(a) above and such other clauses as the U.S. Secretary of Labor may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. *Breach.* A breach of the above-referenced clauses may be grounds for termination of the applicable contract or subcontract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

9. CONTRACT WORK HOURS & SAFETY STANDARDS ACT: For contracts exceeding \$100,000 and involving the employment of mechanics or laborers, Contractor must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. § 3702 of the Act, Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

10. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: For contracts exceeding \$150,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387), and will report violations to the Federal Emergency Management Agency and the Regional Office of the Environmental Protection Agency.

11. OMB DEBARMENT & SUSPENSION: Contractor shall adhere to the following:

- a. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that neither the Contractor, its principals (defined at 2 C.F.R. § 180.995), nor 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).
- b. Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- c. This certification is a material representation of fact relied upon by the Division. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part

3000, subpart C, in addition to remedies available to the Division, the federal government may pursue available remedies, including, but not limited to, suspension and/or debarment.

- d. If this Agreement is executed as part of a competitively-procured project, the Contractor as bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor as bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. BYRD ANTI-LOBBYING AMENDMENT: If the Contractor entered into this Agreement under an application or bid for an award of \$100,000 or more, the Contractor shall file the required certification under the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). 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 Contractor.

13. LOBBYING PROHIBITION: Use of state or federal funds for reimbursement of lobbying activities is strictly prohibited by law. In agreement for receipt of federal funds under this Agreement, Contractor certifies the following:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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.
- b. 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 Contractor must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
- c. Contractor must require that this certification be included in applicable documents for all subawards (including subcontracts, subgrants, and contracts) under this Agreement and that all subrecipients shall certify and disclose.
- d. 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.

14. FEDERAL WHISTLEBLOWER PROTECTION: In accordance with 41 U.S.C. § 4712, the Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;

- c. The Government Accountability Office;
- d. A U.S. Treasury Department employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; or
- g. A management official or other employee of the Contractor or any subcontractor who has the responsibility to investigate, discover, or address misconduct.

The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. IMMIGRATION & NATIONALITY ACT: Contractor may not knowingly employ unauthorized alien workers; doing so constitutes a violation of the employment provisions contained in 8 U.S.C. § 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA, and such violation will be grounds for unilateral cancellation of the Fund Agreement by the Division.

16. CONFLICTS OF INTEREST: The Contractor must disclose in writing to the U.S. Treasury Department or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

17. INCREASING SEAT BELT USE IN THE UNITED STATES: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. REDUCING TEXT MESSAGING WHILE DRIVING: Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

19. STATE EXPENDITURES: Contractor's expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of funds disbursed by the State of Florida, including but not limited to, the Reference Guide for State Expenditures.

20. PUBLICATIONS: Any publications produced pursuant to this Agreement must display the following language: *"This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Village by the U.S. Department of the Treasury."*

21. SURVIVAL: Upon expiration of the enabling Agreement, in addition to any other provisions of this Addendum that state survival after termination or expiration of this Addendum, and notwithstanding expiration, completion or termination of the Addendum, the Contractor shall continue to be bound by the provisions of this Addendum that, by their nature, shall survive such completion or termination, including without limitation provisions relating to recordkeeping and auditing.

The Village of Royal Palm Beach

Village Mayor and Council

Fred Pinto, Mayor
Jan Rodusky, Vice Mayor
Jeff Hmara, Councilmember
Selena Samios, Councilmember
Richard Valuntas, Councilmember

Village Manager

Raymond C. Liggins, Jr., P.E.

Public Works Director

Paul L. Webster, P.E., C.S.M.

Bid Documents
For
Canal Bank Stabilization Project
PW1806
Bridges 937355, 937356, 937358 and 937359



1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411
(561) 790-5100 ☎ 790-5174 📧 clerk@royalpalmbeachfl.gov ✉

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INVITATION TO BID

Sealed bids will be received by the Village of Royal Palm Beach, Florida at the Office of the Village Clerk, located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, for subject project 3:00 p.m. local time Tuesday, May 7, 2024, then opened publicly at that time.

PROJECT: Canal Bank Stabilization Project

Project NO: PW1806

Project Description:

The scope of work involves re-establishing and armoring the canal banks at one (1) canal crossing on Ponce de Leon Street; two (2) canal crossings on La Mancha Avenue; and, one (1) canal crossing on Madrid Street. Each location consists of one independent concrete road bridge.

Site: Bridge No(s). 937355; 937356; 937358; & 937359

The work involves earthwork to return the canal to the original design section and armoring of the canal banks with rubble rip-rap. The work includes: clearing and grubbing to remove existing rip-rap, vegetation and any other unsuitable material in the canals within the work area; earthwork (excavation and fill) and grading; placement of filter fabric, bedding stone and rubble rip-rap to FDOT specifications; As-built survey during construction; removal and legal disposal of all waste, unsuitable and excess material; minor modifications to existing drainage pipes in the canals; MoT (vehicles and pedestrians) to FDOT standards as required to perform the work.

Budget: \$1,200,0000.00

The Contract Documents will be open to inspection at the Clerk's office. Contract documents may be purchased after noon on Thursday, March 14, 2024 from the Village of Royal Palm Beach, ATTN: Village Clerk, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida, 33411 at the following prices, which are non-refundable:

Complete Set: \$50.00 Packaging & Mailing Charges / Set: \$75.00
(Drawings & Project Manual)

Project plans and documents may be requested free of charge at: www.royalpalmbeachfl.gov/rfps

Bids must be accompanied by a Bid Security in the form of a certified bank check made payable to the Owner, or a Bid Bond. The amount of the security shall not be less than five (5) percent of the Bidder's total price indicated in Bid Form.

In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Village of Royal Palm Beach) in excess of Ten Thousand Dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

A pre-bid conference will be held on Wednesday, April 17, 2024 at 10:00 a.m. at the Field Operations Center, 10996 Okeechobee Boulevard, Royal Palm Beach, FL 33411. The pre-bid conference is **not mandatory**.

The OWNER reserves the right to reject any or all Bids, to waive informalities, and to re-advertise.

Publish: Palm Beach Post: Wednesday, March 13, 2024

INSTRUCTION TO BIDDERS

1.0 DEFINITION

1.1 BIDDING DOCUMENTS includes the Bid book, Index, Index of Drawings, Invitation to Bid, Instructions to Bidders, the Bid Proposal Form and Attachments, Bid Bond and Contract Forms, the proposed Contract conditions, technical specifications, drawings, exhibits thereto and any Addenda issued prior to the date designated for receipt of bids.

1.2 The CONSTRUCTION DOCUMENTS proposed for bidding of the Work consist of the following:

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INDEX OF DRAWINGS

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INSTRUCTIONS TO BIDDERS

BID FORM

BID BOND

CONTRACTORS QUALIFICATION FORM

TRENCH SAFETY AFFIDAVIT

SCHEDULE OF SUBCONTRACTORS

SWORN STATEMENT

TRUTH IN NEGOTIATIONS

DRUG FREE WORK PLACE CERTIFICATE

CERTIFICATION STATUTE 215.4725

E-VERIFY AFFIDAVIT

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1.3 ADDENDA are written or graphic instruments issued by the Owner via the Engineer prior to the submission of bids which modify or interpret the bidding documents by additions, deletions, clarifications, or corrections or other type of modifications. Addenda will become part of the Contract Documents when the Contract is executed. Bidders, upon receiving addenda, shall insert same into the Bidding documents.

1.4 A BID is a complete and properly signed offer to do the work or designated portion thereof for the sums stipulated therein submitted in accordance with the Bidding Documents.

1.5 The BASE BID is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be deducted for sums stated in Additive or Deductive Bid Items.

1.6 An ADDITIVE or DEDUCTIVE Bid Item is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted by the Owner.

1.7 A LUMP SUM and UNIT PRICE BID is the sum stated in the BID for which the Bidder offers to perform the work described in the Bidding Documents containing lump sum and unit price work items. For the purpose of determining the BASE BID amount on a LUMP SUM and UNIT PRICE BID, the lump sum and the unit price costs multiplied by the estimated quantities contained in the Bidding Documents shall be added together.

1.8 The OWNER is the Village of Royal Palm Beach, a municipality incorporated in the State of Florida, as represented by its Village Council (hereinafter called "Owner" or "Village). Where the word "approval" is mentioned, "approval" shall mean action by the Village Council, or Owner's project representative.

1.9 The term CONTRACTOR shall mean the person or entity identified as such in the Contract and is referred to throughout the Contract Documents, Contractor shall mean the Contractor or his authorized representative.

2.0 BIDDERS REPRESENTATIONS

Each Bidder by making his Bid represents that:

2.0.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.

2.0.2 He has visited the site and familiarized himself with the local conditions under which the work is to be performed.

2.1 Bidders and their proposed subcontractors or sub-subcontractors of any tier for this work shall be qualified and licensed for this particular work by the Florida State Contractor's Board prior to time of submission of the bid. Florida Contractor's License Numbers must be shown on the Bid Form. The Contractor, subcontractors and specialty contractors must also be licensed to perform

work in The Village of Royal Palm Beach, except where F.S. 205.065 and DPR Rules 92-203 Section 32 apply.

2.2 The Bidder must be an equal employment opportunity employer.

3.0 BIDDING DOCUMENTS

3.1 Copies

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Village as indicated in the Invitation to Bid in the number desired and for the cost stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete or illegible sets of Bidding Documents.

3.1.3 The Owner, by making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use. All information contained in the Bidding Documents is the sole property of the Owner and any unauthorized use is prohibited by law.

3.1.4 Bidders shall submit one (1) original bid packet and four (4) copies of the bid packet.

3.2 Interpretation or Correction of Bidding Documents

3.2.1 Bidders shall promptly notify the Owner in writing of any ambiguity, inconsistency or error which is discoverable upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Owner at the address listed in 3.2.4 at least five calendar days prior to the date for receipt of Bids.

3.2.3 Any interpretation, correction, or change of the Bidding Documents will be made only by Addendum. Written instructions regarding discrepancies, omissions or unclear intents shall be sent to all Bidder's, who have received bid documents. Interpretations, corrections or changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

3.2.4 Bidders finding discrepancies and/or omissions or having doubt as to the intent of the any part of the Contract Documents shall at once notify the Village Public Works Director. Bidder's questions relative to bidding requirements, bidder qualification and contract award shall be directed to Paul L. Webster, P.E., C.S.M., Public Works Director, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411, Telephone No. (561) 790-5122 pwebster@royalpalmbeachfl.gov

3.3 Addenda

3.3.1 Addenda will be mailed, delivered or faxed to all who are known by the Owner to have received a complete set of Bidding Documents.

3.3.2 Copies of Addenda will be made available for inspection at the Village Clerk's Office where Bidding Documents are on file for that purpose.

3.3.3 No Addenda will be issued later than three work days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids, one which includes postponement of the date for receipt of Bids, or one whose content is limited to the listing of additional approved manufacturers and substitutions.

3.3.4 Prior to submission of its Bid, each Bidder shall ascertain that it has received all Addenda issued. The Bidder shall acknowledge receipt in writing of each individual addenda at the time of issuance and final receipt of all addenda by completing the acknowledgement space provided on the Bid Form.

4.0 BIDDING PROCEDURE

4.1 Form and Style of Bids

4.1.1 Bids shall be submitted on forms furnished by the Owner. Changes or additions to the bid, recapitulations or changes in the work bid upon, alternative proposals, or any other modifications of the Bid Proposal Form or Attachments to the Bid Proposal Form, which are not specifically called for in the Bid Documents may result in the Owner's rejection of the bid as non-responsive to the Invitation to Bid.

4.1.2 All blanks on the Bid Proposal Form and enclosures to the Bid Form shall be filled in by typewriter or manually printed in ink.

4.1.3 In the event there are unit price bid items provided in the BID PROPOSAL FORM and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item in the Bid Proposal Form and the total indicated therein does not agree with the sum of the prices bid for the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where so indicated by the make-up of the Bid Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the Bid Form.

4.1.5 All requested, Additive or Deductive Bid Items shall be bid. If no change in the Base Bid is required, enter "No Change."

4.1.6 Reserved

4.1.7 Each page of the Bid Form and Attachments to the Bid Form shall include where requested, the legal name of the Bidder. The Bid Form shall also contain a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a contract. If the Bidder is a partnership, PARTNERSHIP CERTIFICATE Attachment shall be executed. If the Bidder is a corporation, the CORPORATE CERTIFICATE shall be executed.

4.1.8 In the event a Bid is submitted by two or more Bidders as a joint venture, such Bid shall be submitted in strict accordance with all applicable laws of the State of Florida, State Contractor License Law, and Rules and Regulations of the State Contractor's Board.

4.1.9 No person, firm or corporation shall be allowed to submit (or have an interest in) more than one Bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-bid to a bidder is not, however, disqualified from submitting a sub-bid or quoting prices to other bidders or submitting a prime Bid.

4.1.10 The following forms, together, comprise a Bid and must be submitted with the BID PROPOSAL:

Bid Form

Bid Bond

Contractor Qualification Form

Trench Safety Affidavit

Schedule of Subcontractors

Sworn Statement, Public Entity Crimes

Truth-In-Negotiation Certification

Drug Free Work Place Certification

Certification Statute 215.4725

E-Verify Affidavit

Addenda

4.1.11. Omission of or failure to complete any portion of the required forms at the specified time may be cause to reject the entire Bid.

4.1.12 The contractor is required to bid the number of days necessary to complete the work. The owner may award the contract to the contractor with the lowest adjusted bid. The lowest adjusted bid will be determined by multiplying the value of the liquidated damages by the difference in the number of days the contractor bid compared to the average of all the days bid then subtracting or adding that value to the bid value

depending if the contractor bid more than the average or less than the average number of days necessary to complete the work.

The following liquidated damages apply to this project:

- 1) Substantial completion, liquidated damages of Five Hundred Dollars (\$500.00) per day will be assessed for failure to substantially complete the overall project within the agreed time period following the "Notice to Proceed".
- 2) Final completion, liquidated damages of Two Hundred and Fifty Dollars (\$250.00) per day will be assessed for failure to complete the overall project within thirty days following substantial completion.

4.2 Bid Security

4.2.1 Each Bid shall be accompanied by a BID SECURITY (in the form of, at Bidder's option, cashier's check, certified check, money order or Bid Bond in favor of the Owner) in the amount of at least five percent (5%) of the bid price pledging that the Bidder will within fourteen (14) days after Notice of Intent to Award, enter into a contract with the Owner on the terms stated in his Bid and will furnish bonds as described hereunder in covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty. If a Bidder fails to execute a Contract for the project, the Bidder may be suspended or debarred from bidding on future projects for a period of one (1) year. The Owner may further pursue any and all remedies available against the Contractor for damages resulting from its failure to enter into a contract.

4.2.2 If provided, the surety bond shall be written on the Bid Bond form, included as part of the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his power of attorney.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) the low Bidder withdraws his bid after bid day, without the Owner's consent or approval, (d) all Bids have been rejected.

4.3 Submission of Bids

4.3.1 All copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

Project Number: **PW1806**
Contractor's Bid Proposal for: **Canal Bank Stabilization Project**
Village of Royal Palm Beach
1050 Royal Palm Beach Blvd
Royal Palm Beach, Florida 33411

No responsibility will be attached to the Owner for premature opening of or failure to open a bid not properly identified. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 Bids, including those sent by mail, must be received and deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, fax, or telegraphic Bids are invalid and will not receive consideration.

4.4 Modification or Withdrawal of Bid

4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder for the period after opening of Bids as stipulated on the Bid Form and each Bidder so agrees in submitting his Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder and received by The Village Clerk before the date and time set for receipt of Bids; and it shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

5.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT

5.1 Opening of Bids

5.1.1 The Bids received on time will be opened publicly and will be read at the time and date identified for submission of bids at the location specified.

5.2 Acceptance/Rejection of Bids

The Village of Royal Palm Beach reserves the right to accept or to reject any and/or all bids in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Bidder, who in the opinion of the Village will be in the best interest of and/or the most advantageous to the Village. The Village of Royal Palm Beach also reserves the right to reject the bid of any Vendor who has previously failed in the proper performance of an award or

to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Village of Royal Palm Beach reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The Village of Royal Palm Beach reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

Only one bid from any individual firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the Village that any bidder is interested in more than one bid all bids in which such bidder has interest will be rejected.

5.3 Award of Contract

5.3.1 Award will be made to the lowest responsive, responsible Bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation to Bid, to the Instructions to Bidders, to Village Codes and to Florida law.

5.3.2 The Village of Royal Palm Beach, in accordance with Title VII of the Civil Rights Act of 1964, affirmatively ensures that in any contract entered into pursuant to the Invitation to Bid, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration of award.

5.3.3 The dollar amount for award of this Contract shall be the Base. Substitutions are not considered alternates in the basis of award. The base bid is to be based on the items specified in the contract documents.

5.3.4 Owner reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without any liability against the Owner. In consideration of the Owner considering submitted Bids, the Bidder, by submitting its Bid, expressly waives any claim to damages, of any kind whatsoever, in the event the Owner exercises its rights provided for in this subsection.

5.4 Disqualification of Bidders

5.4.1 Any of the following causes is considered sufficient to disqualify a Bidder, and reject his proposal.

5.4.2. Interest by the same person in more than one proposal.

5.4.3. Collusion among or between bidders.

5.4.4. Unbalanced proposals; that is proposals in which the price bid is out of all proportion to the other bids received.

5.4.5. Lack of responsibility on the part of the Bidders. (For example, no bidder would be considered responsible who had failed to satisfactorily carry out any previous contract with the Village).

5.4.6. Lack of experience or capital on the part of the Bidder. Evidence of experience, ability, financial standing and machinery available may be required of any bidder.

5.4.7. Substantial evidence of bad character or dishonesty.

5.4.8. Lack of current applicable certification and/or license for the purpose of performing the specified work.

5.4.9. History of unsuccessful claims asserted by Bidder against public Owners in the State of Florida, such as to establish a trend of improperly asserted claims.

5.4.10. Any other cause which, as a matter of law renders the Bid non-responsive or non-responsible.

BID FORM

ORGANIZATION NAME: LANDSHORE ENTERPRISES, LLC

PROJECT: *Canal Bank Stabilization Project*
Bridge Nos. 937355, 937356, 937358 and 937359

PROJECT NO.: *PW1806*

DATE: 5/14/2024
(Bid Submitted on)

THIS BID IS SUBMITTED TO: *Village of Royal Palm Beach*

1. The undersigned Bidder proposes and agrees, if the Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as Specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within (14) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all that is hereby acknowledged):

DATE	NUMBER
March 18, 2024	One
March 29, 2024	Two
April 30, 2024	Three

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing or Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities.

(d) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(e) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Price Schedule.
5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.
6. The BIDDER further declares it understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the prices quoted herein.
7. BIDDER declares it understands that the work shall be phased such that a north bridge and a south bridge are not closed at the same time. ie: The Ponce de Leon street bridge and the Madrid Street bridge cannot be closed at the same time. Similarly, the north and south La Mancha Avenue bridges cannot be closed at the same time. The work can be phased where the Ponce de Leon Street and the south La Mancha Avenue bridges are closed at the same time and/or the Madrid Street and the north La Mancha Avenue bridges are closed at the same time. The BIDDER declares that it understands that a phasing plan is required to be submitted prior to the start of construction.
8. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

9. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of 5% of Bid amount, Bid Bond and Contractors Qualification Form.
- (b) Trench Safety Affidavit.
- (c) Drug Free Work Place Certification
- (d) Truth-In-Negotiation Certification
- (e) Contractor's Reference Information Form
- (f) Schedule of Subcontractors.
- (g) Sworn Statements under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes.
- (h) Certification Statute 215.4725
- (i) E-Verify Affidavit

10. Communications concerning this Bid shall be telephoned or addressed to:

Name:	Paul L. Webster, P.E., C.S.M., Public Works Director
Company:	Village of Royal Palm Beach
Address:	1050 Royal Palm Beach Blvd
	Royal Palm Beach, Florida 33411
Phone:	561-790-5122
Email:	pwebster@royalpalmbeachfl.gov

The phone number and address of BIDDER indicated below:

Name: Andre van den Berg

Company: Landshore Enterprises, LLC

Address: 118 Shamrock Blvd.

Venice, FL 34292

Phone: 941-303-5238

Email: info@landshore.com

11. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

12. BIDDER'S Florida Contractor's License No. CGC1534452.

13. BIDDER covenants that it is qualified to do business in the Village of Royal Palm Beach, Florida and has attached evidence of BIDDER'S authorization to do business in the Village of Royal Palm Beach, Florida, together with appropriate State of Florida licenses and/or appropriate Certificates of Competency as required to complete the Work.

BID PROPOSAL FORM**FOR PROJECT NO.: PW1806****PROJECT NAME: Canal Bank Stabilization Project****Bridge No. 937355 – Ponce de Leon Street**

Bid Item No.	Description	Unit	Quantity	Unit Price	Sub-Total Price
1	MOBILIZATION & DEMOBILIZATION: Includes all labor, materials, equipment and incidentals to provide mobilization & demobilization for project including but not limited to: permitting, insurance, bonding, pollution prevention measures, utility locations, utility coordination, pre/post-construction audio visual records, and all incidental costs.	LS	1	\$88,699.12	\$88,699.12
2	MAINTENANCE OF TRAFFIC: Includes all labor, materials, equipment, permitting, and incidentals for all required Maintenance of Traffic (M.O.T.) during construction and up to final acceptance. All work shall be completed in accordance with FDOT Standard Indexes. MOT Plan to be approved by Engineer and the Village of Royal Palm Beach prior to start of construction.	LS	1	\$21,988.56	\$21,988.56
3	EARTHWORK: Includes all labor, materials, equipment and incidentals for the dredging and filling operations within the canal to achieve the canal sections and transitions prior to the placement of the bedding stone and rubble rip rap as shown in the plans including but not limited to: clearing & grubbing, site preparation, grading, as-built survey during construction, and removal and legal disposal of excess material.	LS	1	\$87,646.63	\$87,646.63
4	CANAL BANK STABILIZATION: Includes all labor, materials, equipment, and incidentals for the installation of the proposed canal bank protection in accordance with the plans and specifications including but not limited to: placement of filter fabric, placement of bedding stone, placement of rubble rip rap, sod all other disturbed areas, site restoration and final as-built drawings showing the horizontal extent of rip rap and the finished elevations relative to the design plan.	LS	1	\$339,660.59	\$339,660.59
SUB TOTAL OF CANAL BANK STABILIZATION PROJECT Bridge No. 937355 – Ponce de Leon Street				\$	537,994.90

PW1806
BP-1

Bridge No. 937359 – Madrid Street

Bid Item No.	Description	Unit	Quantity	Unit Price	Sub-Total Price
1	MOBILIZATION & DEMOBILIZATION: Includes all labor, materials, equipment and incidentals to provide mobilization & demobilization for project including but not limited to: permitting, insurance, bonding, pollution prevention measures, utility locations, utility coordination, pre/post-construction audio visual records, and all incidental costs.	LS	1	\$84,443.12	\$84,443.12
2	MAINTENANCE OF TRAFFIC: Includes all labor, materials, equipment, permitting, and incidentals for all required Maintenance of Traffic (M.O.T.) during construction and up to final acceptance. All work shall be completed in accordance with FDOT Standard Indexes. MOT Plan to be approved by Engineer and the Village of Royal Palm Beach prior to start of construction.	LS	1	\$21,988.56	\$21,988.56
3	EARTHWORK: Includes all labor, materials, equipment and incidentals for the dredging and filling operations within the canal to achieve the canal sections and transitions prior to the placement of the bedding stone and rubble rip rap as shown in the plans including but not limited to: clearing & grubbing, site preparation, grading, as-built survey during construction, and removal and legal disposal of excess material.	LS	1	\$72,645.49	\$72,645.49
4	CANAL BANK STABILIZATION: Includes all labor, materials, equipment, and incidentals for the installation of the proposed canal bank protection in accordance with the plans and specifications including but not limited to: placement of filter fabric, placement of bedding stone, placement of rubble rip rap, sod all other disturbed areas, site restoration and final as-built drawings showing the horizontal extent of rip rap and the finished elevations relative to the design plan.	LS	1	\$339,241.56	\$339,241.56
SUB TOTAL OF CANAL BANK STABILIZATION PROJECT Bridge No. 937359 – Madrid Street				\$	518,318.73



BID ALTERNATE ADDITION 1 (SUBJECT TO AVAILABLE FUNDING)

Bridge No. 937358 – La Mancha Ave North

Bid Item No.	Description	Unit	Quantity	Unit Price	Sub-Total Price
1	MOBILIZATION & DEMOBILIZATION: Includes all labor, materials, equipment and incidentals to provide mobilization & demobilization for project including but not limited to: permitting, insurance, bonding, pollution prevention measures, utility locations, utility coordination, pre/post-construction audio visual records, and all incidental costs.	LS	1	\$88,699.12	\$88,699.12
2	MAINTENANCE OF TRAFFIC: Includes all labor, materials, equipment, permitting, and incidentals for all required Maintenance of Traffic (M.O.T.) during construction and up to final acceptance. All work shall be completed in accordance with FDOT Standard Indexes. MOT Plan to be approved by Engineer and the Village of Royal Palm Beach prior to start of construction.	LS	1	\$21,988.56	\$21,988.56
3	EARTHWORK: Includes all labor, materials, equipment and incidentals for the dredging and filling operations within the canal to achieve the canal sections and transitions prior to the placement of the bedding stone and rubble rip rap as shown in the plans including but not limited to: clearing & grubbing, site preparation, grading, as-built survey during construction, and removal and legal disposal of excess material.	LS	1	\$96,850.71	\$96,850.71
4	CANAL BANK STABILIZATION: Includes all labor, materials, equipment, and incidentals for the installation of the proposed canal bank protection in accordance with the plans and specifications including but not limited to: placement of filter fabric, placement of bedding stone, placement of rubble rip rap, sod all other disturbed areas, site restoration and final as-built drawings showing the horizontal extent of rip rap and the finished elevations relative to the design plan.	LS	1	\$347,110.40	\$347,110.40
SUB TOTAL OF CANAL BANK STABILIZATION PROJECT Bridge No. 937358 – La Mancha Ave North				\$	554,648.79

PW1806
BP-3



BID ALTERNATE ADDITION 2 (SUBJECT TO AVAILABLE FUNDING)

Bridge No. 937356 – La Mancha Ave South

Bid Item No.	Description	Unit	Quantity	Unit Price	Sub-Total Price
1	MOBILIZATION & DEMOBILIZATION: Includes all labor, materials, equipment and incidentals to provide mobilization & demobilization for project including but not limited to: permitting, insurance, bonding, pollution prevention measures, utility locations, utility coordination, pre/post-construction audio visual records, and all incidental costs.	LS	1	\$89,742.12	\$89,742.12
2	MAINTENANCE OF TRAFFIC: Includes all labor, materials, equipment, permitting, and incidentals for all required Maintenance of Traffic (M.O.T.) during construction and up to final acceptance. All work shall be completed in accordance with FDOT Standard Indexes. MOT Plan to be approved by Engineer and the Village of Royal Palm Beach prior to start of construction.	LS	1	\$21,988.56	\$21,988.56
3	EARTHWORK: Includes all labor, materials, equipment and incidentals for the dredging and filling operations within the canal to achieve the canal sections and transitions prior to the placement of the bedding stone and rubble rip rap as shown in the plans including but not limited to: clearing & grubbing, site preparation, grading, as-built survey during construction, and removal and legal disposal of excess material.	LS	1	\$80,334.04	\$80,334.04
4	CANAL BANK STABILIZATION: Includes all labor, materials, equipment, and incidentals for the installation of the proposed canal bank protection in accordance with the plans and specifications including but not limited to: placement of filter fabric, placement of bedding stone, placement of rubble rip rap, sod all other disturbed areas, site restoration and final as-built drawings showing the horizontal extent of rip rap and the finished elevations relative to the design plan.	LS	1	\$335,625.87	\$335,625.87
SUB TOTAL OF CANAL BANK STABILIZATION PROJECT Bridge No. 937356 – La Mancha Ave South				\$	527,690.59

PW1806
BP-4



BASE BID:

SUB TOTAL Bridge No. 937355 – Ponce de Leon Street \$ 537,994.90

SUB TOTAL Bridge No. 937359 – Madrid Street \$ 518,318.73

TOTAL BASE BID: \$ 1,056,313.63

One Million Fifty Six Thousand Three Hundred Thirteen Dollars, Sixty-Three cents Dollars
(Amount written in words has precedence)

TOTAL NUMBER OF DAYS (Base Bid): 180 calendar Days

One hundred eighty calendar Days
(Amount written in words has precedence)

BID ALTERNATES (SUBJECT TO AVAILABLE FUNDING):

SUB TOTAL Bridge No. 937356 – La Mancha Ave South \$ 527,690.59

SUB TOTAL Bridge No. 937358 – La Mancha Ave North \$ 554,648.79

TOTAL BID ALTERNATE ADDITIONS: \$ 1,082,339.38

One Million Eighty Two Thousand Three Hundred Thirty Nine Dollars, Thirty Eight Cents Dollars
(Amount written in words has precedence)

TOTAL NUMBER OF ADDITIONAL DAYS (Bid Alternate Additions): 180 calendar Days

One hundred eighty calendar Days
(Amount written in words has precedence)



UNIT PRICES

The contractor is to provide unit prices for the following items to be used if the Village of Royal Palm Beach chooses to change the extent of the canal bank stabilization measures shown on the plans:

ITEM	UNIT	UNIT PRICE
Excavation (Used for On-site Fill)	CY	\$ <u>120.00</u> /CY
Excavation (Disposed of Off-site)	CY	\$ <u>187.00</u> /CY
Fill (On-site Source)	CY	\$ <u>142.00</u> /CY
Fill (Off-site Source)	CY	\$ <u>241.30</u> /CY
Type D2 Filter Fabric (FDOT Section 985)	SY	\$ <u>10.88</u> /SY
Bedding Stone (FDOT Section 530-2.1.4)	TN	\$ <u>261.38</u> /TN
Rubble Rip Rap (FDOT Section 530-2.1.3.2)	TN	\$ <u>288.13</u> /TN
Sod (FDOT Section 981-3)	SY	\$ <u>19.80</u> SY

CY = Cubic Yards; SY = Square Yards; TN = Tons.

Date: May 14, 2024

The contractor's signature below provides assurance that Addenda #1 through 3 have been received and are included in the estimate in the above bid.

CONTRACTOR: LANDSHORE ENTERPRISES, LLC



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Landshore Enterprises, LLC
(hereinafter called the Principal), and Frankenmuth Insurance Company
(hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Michigan
with its principal offices in the municipality of Frankenmuth, Michigan and
authorized to do business in the State of Florida, and Palm Beach County, and having an Agent for Surety
licensed by the Florida Office of Insurance Regulation, such Agent and Company acceptable to Village of
Royal Palm Beach, are held and firmly bound unto Village of Royal Palm Beach, (hereinafter called
Owner), in the sum of _____
Five Percent of Total Amount Bid Dollars (\$5% of Total Amount Bid), good and lawful
money of the United States of America, to be paid upon demand of the said Owner, to which payment
well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has
submitted a proposal to the said Owner for furnishing all necessary labor, materials,
equipment, machinery, tools, apparatus, services, all State Workmen's
Compensation and Unemployment Compensation Taxes incurred in the
performance of the contract, and means of transportation for construction of:

Canal Bank Stabilization Project
Bridge Nos. 937355, 937356, 937358, and 937359
PW1806

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu
of a certified Bidder's check otherwise required to accompany this Proposal in the
amount of five percent (5%) of the highest bid, whether base or alternate.

NOW THEREFORE, the conditions of this obligation are such that if the Proposal be accepted, the Principal shall within fourteen (14) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Public Construction Bond payable to the Village of Royal Palm Beach, Florida in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Landshore Enterprises, LLC, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Frankenmuth Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, and attested by its Power of Attorney under its corporate seal, this 10th day of May, A.D., 2024.

ATTEST:

[Signature]
Administrator

(Title)

ATTEST: As per Attached Power of Attorney

Landshore Enterprises, LLC
BY: [Signature]
(Principal)



Frankenmuth Insurance Company
BY: [Signature]
(Surety) Attorney-in-Fact
David T. Satine



(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereto affixed this 15th day of December, 2022.



Frankenmuth Insurance Company

By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

ss: COUNTY OF SAGINAW)

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposited and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

(Seal)



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 10th day of May, 2024.

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



Frankenmuth Insurance Company
Ansur America Insurance Company
Patriot Life Insurance Company
Patriot Insurance Company

SURETY BOND SEAL ADDENDUM
Frankenmuth Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Frankenmuth Insurance Company has authorized its Attorneys-in-Fact to affix Frankenmuth Insurance Company's, corporate seal to any bond executed on behalf of Frankenmuth Insurance Company, by any such Attorney-in-Fact, by attaching this Addendum to said bond.

Through December 31, 2024, to the extent this Addendum is attached to a bond that is executed on behalf of Frankenmuth Insurance Company, by its Attorney-in-Fact, Frankenmuth Insurance Company, hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 10th day of May, 2024.



Frankenmuth Insurance Company

Sign: _____

Attorney-in-fact David T. Satine

CONTRACTORS QUALIFICATION FORM

PROJECT NAME: **Canal Bank Stabilization Project**

Bridge No. 937355

PROJECT NUMBER: **PW1806**

Please fill this questionnaire out completely and submit with each Bid Proposal. This form is used to qualify all contractors interested in bidding on Royal Palm Beach construction contracts. Additional information may be required. Failure to respond to this questionnaire may be considered non-responsive.

1. Legal Name and Address:

Name: LANDSHORE ENTERPRISES, LLC

Address: 118 Shamrock Blvd.

City, State, Zip: Venice, FL 34293

Phone: (941) 303-5238

2. Check one: Corporation: _____ Partnership: _____ **Limited Liability Company**

Incorporated in which State: _____ Individual: **Registered in FL**

3. List State, County or other Public Agencies with which your organization is qualified to perform work by some means of prequalification:

Amount Agency
Approved

Trade in Which
Qualified

Expiration
Date

N/A

4. Has your Organization or any member been involved in any litigation or arbitration within the last five (5) years as a result of construction contracts, including but not limited to liens, defective performance or workmanship: If yes, provide the following information for each case: (Submit attachments as necessary.)

a. Style or caption of litigation or arbitration;

N/A

b. All parties to such proceedings: N/A

c. Date Litigation Started: N/A

d. Status of Case: N/A

5. Have you or any principal of your company ever declared bankruptcy?

Yes _____ No X

If Yes, provide dates and particulars. Date _____

Reason: _____

6. List three (3) construction related credit references.

<u>Name</u>	<u>Address</u>	<u>Phone No.</u>
Midwest Construction	17370 Alico Rd., Fort Myers, FL	239-432-2812
R.H. Moore & Associates	7834 Depot Lane, Tampa, FL	813-988-0200
Ferguson Waterworks	7851 NW 62nd St., Miami, FL	305-716-2889

7. List major subcontractors and suppliers from your three (3) largest most recent projects.

<u>Project Name</u>	<u>Subcontractor/Supplier</u>	<u>Phone</u>
City of Opa Locka	Midwest Construction	239-432-2812
City of Opa Locka	R.H. Moore & Associates	813-988-0200
Hidden Oaks	Ferguson Waterworks	407-859-7473

8. List projects under direct supervision of the assigned Project Manager and/or Superintendent.

<u>Project/Type</u>	<u>Size/Value</u>	<u>Date</u>
Canal Bank Stabilization	\$750,000	July 2024
Ditch Embankment Stabilization	\$334,000	April 2024
6 Lakes Shoreline Restoration	\$1,7000,000	December 2022

9. List four (4) similar projects with installation of riprap placed in a canal and earthwork under a low bridge your organization has completed in the last five (5) years. List similar Florida public works projects first.

Name of 1st project Lake Shoreline Restoration with Rock Rip Rap
Project address 8515 Pegasus Dr, Lehigh Acres, FL 33971
Owner Olympia Pointe Association phone no. (239) 332-0025
Address 8515 Pegasus Dr, Lehigh Acres, FL 33971
Architect Landshore Enterprises, LLC phone no. (941) 303-5238
Address 118 Shamrock Blvd. Venice, FL 34293
Contract amount \$580,000.00 date of completion April 2024

Was project completed within allowed contract time? Yes ☒ No ☐
Percentage of the cost of the work done by your own forces: 100 %

Name of 2nd project Restoration of Shoreline with Rock Rip Rap
Project address 452 SE 1st St, Pompano Beach, FL 33060
Owner KOI Residences and Marina phone no. (954) 547-8700
Address 452 SE 1st St, Pompano Beach, FL 33060
Architect Landshore Enterprises, LLC phone no. (941) 303-5238
Address 118 Shamrock Blvd. Venice, FL 34293
Contract amount \$275,000.00 date of completion June 2023

Was project completed within allowed contract time? Yes ☒ No ☐
Percentage of the cost of the work done by your own forces: 100 %

Name of 3rd project Ditch Stabilization with Concrete Mat and Rock Rip Rap
Project address 7435 Pleasant Grove Dr, Winter Park, FL 32792
Owner Hidden Oaks Condominium phone no. (407) 657-2465
Address 7435 Pleasant Grove Dr, Winter Park, FL 32792
Architect Landshore Enterprises, LLC phone no. (941) 303-5238
Address 118 Shamrock Blvd. Venice, FL 34293

Contract amount \$334,000.00 date of completion April 2024

Was project completed within allowed contract time? Yes X No

Percentage of the cost of the work done by your own forces: 100 %

Name of 4th project Lake Shoreline Restoration with Rock Rip Rap

Project address 14885 Naples Reserve Cir, Naples, FL 34114

Owner Naples Reserve CDD phone no. ()

Address 14885 Naples Reserve Cir, Naples, FL 34114

Architect Hole Montes, Inc. phone no. (239) (985-1200)

Address 6200 Whiskey Creek Dr, Fort Myers, FL 33919

Contract amount \$107,000.00 date of completion October 2023

Was project completed within allowed contract time? Yes X No

Percentage of the cost of the work done by your own forces: 100 %

10. Status of current contracts over \$500,000

Project Name, Projected Location & Description

Owner Contact & Phone No. (required)	Contract % Complete	Amount	Completion Date
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City of Opa-Locka	62%	\$746,000.00	July 2024
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Adelina Gross, CIP Manager - 305-953-2868 Ext 3001

11. What is the maximum bonding capacity of your company? (N/A if not applicable.)

a. Capacity (Dollar Amount) \$4,000,000.00

b. Include the name, phone number and address of your current bonding company and any others you have used in the past three (3) years. (N/A if not applicable)

Frankenmuth Insurance

1 Mutual Ave, Frankenmuth, MI 48787

12. For financial qualification requirements, reference "Instructions to Bidders"

BIDDERS CERTIFICATE

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

(Signature)

Doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By LANDSHORE ENTERPRISES, LLC
(Firm Name)

ANDRE VAN DEN BERG

(General Partner)

(Signature)

118 Shamrock Blvd.

Business Address: _____

Venice, FL 34293

Phone No.: 941-303-5238

A Corporation

By _____ (SEAL)
(Corporation Name)



PROJECT NO.: PW1806**TRENCH SAFETY AFFIDAVIT**

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Landshore Enterprises, LLC (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards. (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990). "Trench Safety Act".

The undersigned acknowledged that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
<u>Reusable Steel Formworks</u>		\$ <u>10,000-</u>
		\$
		\$
		\$
		\$
		\$
	Total	\$ <u>10,000-</u>

(Signature) [Signature] (Date) 5-11-2024STATE OF Florida COUNTY OF SarasotaSubscribed and Sworn to (or affirmed) before me on May 11, 2024 (date)by Andre Van Den Berg (name). He/she is personally known to meor has presented Florida Driver's License (type of identification) as identification.

[Signature]
 Notary Public Signature and Seal
 Notary Name and Commission No.

Print



PW1806
 TSA-1

SCHEDULE OF SUBCONTRACTORS

List Proposed Subcontractor

Category of Work

Portadam

Cofferdam

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**
**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Village of Royal Palm Beach
by Andre van den Berg, President [print name of the public entity]
for LANDSHORE ENTERPRISES, LLC [print individual's name and title]
whose business address is 118 Shamrock Blvd., Venice, FL 34293 [print name of entity submitting sworn statement]

and (if applicable) its Federal Employer Identification Number (FEIN) is 03-0479268.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) [Signature] (Date) 5-11-2024

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11 of May, 2022, by Andre Van den Berg,
[name]

Personally Known ___ OR Produced Identification ☒ Type of Identification Produced FL Driver's Lic.

[Signature]
Notary's Signature and Seal

Print Notary Name and Commission No.



PW1806
SS-2

Truth – In – Negotiation Certificate

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. This document must be executed by a Corporate Officer.

By:



Title:

President

Date:

May 13, 2024

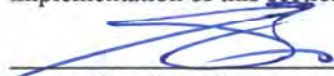
DRUG FREE WORKPLACE CERTIFICATION

If identical tie bids exist, preference will be given to the vendors who submits a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

1. This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plead guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.



(Vendor's Signature)

Landshore Enterprises, LLC

(Firm Name)

05 / 13 / 2024

(Date)

CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 215.4725

I, Andre van den Berg, on behalf of Landshore Enterprises, LLC,
Print Name Company Name

certifies that Landshore Enterprises, LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.



Signature

President

Title

May 13, 2024

Date

E-Verify Affidavit

Bid/Proposal Number: PW1806

Project Description: Canal Bank Stabilization Project

In accordance with Section 448.095, F.S., Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including SUBCONTRACTORS) assigned by the Contractor to perform work pursuant to the contract. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Royal Palm Beach.


Contractor further agrees to retain sufficient evidence of their enrollment in the E-Verify System and provide such evidence to the Village of Royal Palm Beach upon request. Sufficient evidence shall consist of a printed copy of the completed E-Verify Company Profile page, obtained from <https://www.e-verify.gov>.

Contractor also agrees to obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), F.S. Contractor further agrees to maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

By affixing your signature below, you hereby affirm that you will comply with all E-Verify requirements.

Landshore Enterprises, LLC

Company name


Signature

André van den Berg

Print Name

03-0479268

Federal Employer Identification No.

May 13, 2024

Date

President

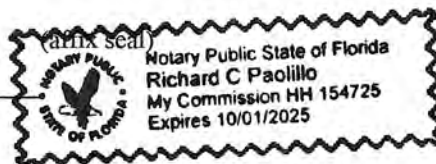
Title

STATE OF FLORIDA PALM
BEACH COUNTY

Sworn to (or affirmed) and subscriber before me by means of ☒ physical presence or ☐ online notarization on this 13th day of May, 2024, by André van den Berg, who is personally known to me or has produced _____ as identification and who did / did not take an oath, in the state and county first mentioned above.

Notary Public Richard C. Paolillo

My Commission Expires: 10/01/2025



NOTICE OF AWARD

TO: _____
Contractor

Address

ATT: _____
Name and Title

PROJECT: Village of Royal Palm Beach
Canal Bank Stabilization Project
PROJECT NO: PW1806

Dear _____

You are hereby advised that you are the lowest responsive, responsible bidder for the above-referenced project resulting from your Bid of \$ _____ and _____ days to complete the work.

Attached are two (2) copies of Contract Documents for your execution. Execute all copies of the Contract; making sure all blanks and signatures are filled in, with the exception of the Contract date. The Village Clerk will insert the date in all applicable areas to reflect the date The Village executes the agreement; this includes the Public Construction Bond, which is issued on the date and simultaneously with the executed Contract Documents. You are to provide a Certificate of Insurance including thereon expiration dates and policy numbers and also naming The Village of Royal Palm Beach as additional insured. The insurance certificate must allow The Village 30 days notice (10 days written notice for cancellation due to non-payment of premium) should any of the policies be cancelled prior to expiration. Upon completion, return both originals to my office for review by the Village Attorney and final execution by The Village.

Both executed Contracts and additional required documents are to be returned within fourteen (14) days. Should you have any questions, please feel free to contact me.

PUBLIC CONSTRUCTION BOND

Bond No. _____
(enter bond number)

PROJECT NAME: *Canal Bank Stabilization Project*
Bridge Nos. 937355, 937356, 937358, and 937359
Project No.: *PW1806*

BY THIS BOND, We

(Contractor's name, principal business address and phone number)

as Principal, and

(Surety's name, principal business address and phone number)

a corporation, as Surety, are bound to

The Village of Royal Palm Beach
1050 Royal Palm Beach Blvd.
Royal Palm Beach, Florida 33411
561-790-5100

herein called Owner, in the sum of \$_____, for
payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns,
jointly and severally.

PW1806
PCB-1

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, between Principal and Owner for construction of the project, specifically identified in bid documents for the above-referenced Project number(s), the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), *Florida Statutes*, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, _____.

(Name of Principal)

BY: _____
(Seal)

(Name of Surety)

BY: _____
(As Attorney in Fact) (Seal)

(Agent for Surety must be licensed by Florida Office of Insurance Regulation)

VILLAGE OF ROYAL PALM BEACH

PROJECT NAME: CANAL BANK STABILIZATION PROJECT
PROJECT NO.: PW1806
BRIDGES: 937355, 937356, 937358, AND 937359

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: March 18, 2024

TO: Prospective Bidders
This addendum forms a part of the bid documents, modifies the original bidding documents and shall be as binding as if contained therein.

THIS ADDENDUM NO. One INCLUDES THE FOLLOWING:

1. Insert the attached Index Sheet I-1 in its entirety.
2. Insert the attached three (3) Exhibit A sheets, in their entirety, for Recent Survey Data for Ponce de Leon & La Mancha Bridges (937355, 937356, & 937358) at the end of the Bid Documents.
3. Insert the attached eight (8) Exhibit B sheets, in their entirety, for Staging Areas and Launch points at the end of the Bid Documents.

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1) BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE PROPOSAL AND BECOMES PART OF THE PROPOSAL AND CONTRACT DOCUMENTS.

APPROVED BY: **Paul Webster**
Paul Webster, P.E., C.S.M., Director of Public Works

Digitally signed by Paul Webster
DN: cn=Paul Webster, o=RPB, ou=Public Works,
email=pwebster@royalpalmbeach.com, c=US
Date: 2024.03.18 10:19:54 -0400

ACKNOWLEDGMENT OF RECEIPT: _____



(Bidder)

VILLAGE OF ROYAL PALM BEACH

PROJECT NAME: CANAL BANK STABILIZATION PROJECT
PROJECT NO.: PW1806
BRIDGES: 937355, 937356, 937358, AND 937359

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: March 29, 2024

TO: Prospective Bidders
This addendum forms a part of the bid documents, modifies the original bidding documents and shall be as binding as if contained therein.

THIS ADDENDUM NO. Two INCLUDES THE FOLLOWING:

1. Insert the attached Index Sheet I-1 in its entirety.
2. Insert the attached seven (7) page American Rescue Plan Act Funding Addendum, in its entirety. The American Rescue Plan Act Funding Addendum shall be attached and become part of the Proposal and Contract documents.

IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2) BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE PROPOSAL AND BECOMES PART OF THE PROPOSAL AND CONTRACT DOCUMENTS.

APPROVED BY: **Paul Webster**
Paul Webster, P.E., C.S.M., Director of Public Works

Digitally signed by Paul Webster
DN: cn=Paul Webster, o=RPB, ou=Public Works,
email=pwebster@royalpalmbeach.com, c=US
Date: 2024.03.29 09:07:56 -04'00'

ACKNOWLEDGMENT OF RECEIPT: _____

(Bidder)

VILLAGE OF ROYAL PALM BEACH

PROJECT NAME: CANAL BANK STABILIZATION PROJECT
PROJECT NO.: PW1806
BRIDGES: 937355, 937356, 937358, AND 937359

ADDENDUM NUMBER: THREE

DATE OF ISSUANCE: April 30, 2024

TO: Prospective Bidders

This addendum forms a part of the bid documents, modifies the original bidding documents and shall be as binding as if contained therein.

THIS ADDENDUM NO. Three INCLUDES THE FOLLOWING:

Page 5 – INVITATION TO BID

Sealed bids will be received by the Village of Royal Palm Beach, Florida at the Office of the Village Clerk, located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, for subject project 3:00 p.m. local time Tuesday, May 14, 2024, then opened publicly at that time.

IT IS REQUIRED THAT THIS ADDENDUM NO. THREE (3) BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE PROPOSAL AND BECOMES PART OF THE PROPOSAL AND CONTRACT DOCUMENTS.

Paul Webster

APPROVED BY: _____

Paul Webster, P.E., C.S.M., Director of Public Works

DN: cn=Paul Webster, o=RPB,
ou=Public Works,
email=pwebster@royalpalmbeach.com,
c=US
Date: 2024.04.30 14:50:14 -04'00'

ACKNOWLEDGMENT OF RECEIPT: _____



(Bidder)



Landshore Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration, LLC*

Company Overview

History:

Founded in 2002, Landshore Enterprises, LLC has over 20 years of experience in the Erosion Control Industry.

Certificates and Awards:

Certified Florida Stormwater; Erosion and Sedimentation Control Inspectors; Professional Licensed Engineer (FL); Certified General Contractor (FL); South Florida Water Management District Certified; BBB A+; OSHA-Training.

Customer Reach:

Proudly serve Homeowners Associations, Golf Courses, Residential, and Governmental Entities in Florida, Georgia, Illinois, North Carolina, South Carolina, Texas and Virginia.

Services:

Engineering

Design, Plans and Cross Sections, GPS and Surveys, Bathymetric Surveys, Topographical Surveys, Soil Testing and Analysis, Stability Analysis, Permit Application, and Construction Management.

Construction

Structural and Non-Structural Erosion Control, Shoreline Restoration and Stabilization, Dewatering and Sediment Control, Dredging, Earthwork, Grading, and Restoration.

Products: Eco-Filter Tubes, Erosion Control Panels, Riprap, GeoWeb, FlexMSE, Filter-Point Fabric, Articulated Concrete Block Mat, Gabion, Retaining Walls, Sheet Piling, Prolock, Bulkhead, Turf Reinforcement Mats, Drainage Systems, and more.

Applications: Lakes, Ponds, Creeks, Riverfront, Stream Bank, Ditches, Canals, Spillways, Reservoirs, Retention and Detention Ponds.

Locations:

Gulf Coast of Florida
118 Shamrock Blvd.
Venice, Florida, 34293
(941) 303-5238

Atlantic Coast of Florida
6555 North Powerline Road, Suite 302
Fort Lauderdale, Florida, 33309
(954) 327-3300

State of Florida

Department of State


I certify from the records of this office that LANDSHORE ENTERPRISES, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 5, 2002.

The document number of this limited liability company is L02000019882.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on January 14, 2024, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of January,
2024*




Secretary of State

Tracking Number: 0276925382CC

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

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

State of Florida

Department of State

I certify from the records of this office that EROSION RESTORATION, LLC is a Fictitious Name registered with the Department of State on April 11, 2013.

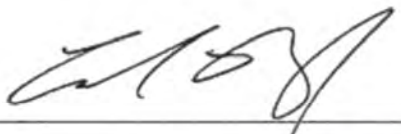
The Registration Number of this Fictitious Name is G13000035011.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on September 7, 2023, and expires on December 31, 2028.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the Ninth
day of September, 2023*




Secretary of State

ANDRE VAN DEN BERG

118 Shamrock Blvd., Venice, FL 34293
andre@landshore.com . (941) 303-5238

Founder and President of Landshore Enterprises, LLC, d/b/a Erosion Restoration, LLC, a well-established shoreline specialist and erosion control company based in Florida. More than twenty years of successful business ownership. Invented and patented an erosion control product.

Education Background:

- Bachelor of Science in Construction Management – Technicon in Pretoria, South Africa
Faculty of Engineering and Management, National Diploma No. 91077469

Certifications and Memberships:

- Qualified Stormwater Management Inspector – Inspector No. 37843
- FL General Contractor – CGC1534452
- OSHA Construction Certified
- Member of Florida Lake Management Society

Professional Summary:

- Site planning, engineering design and calculations for erosion and sedimentation control plans.
- Management of industrial, commercial, and residential projects.
- Communication with clients, contract administration and project coordinator.
- Final plans production and review.
- Construction supervision, inspections and close-out.

Key Governmental Clients:

Manatee County, FL; City of Gainesville, FL; City of Tamarac, FL; City of Pembroke Pines, FL; City of Lauderdale Lakes, FL; Oakridge CDD, FL; City of Pompano Beach, FL; City of Miramar, FL; Town of Mount Pleasant, SC; Town of Hilton Head, SC; Myrtle Beach, SC; City of Casselberry, FL; City of Oak Brook, IL; City of Opa-Locka, FL; South Broward Drainage District, FL; Collier County, FL; Fiddler's Creek CDD, FL; Lakewood Ranch CDD, FL; Keys Cove CDD, FL; Village of Pinecrest, FL

Key Private Clients:

The Poplar Grove Golf Club, VA; Cherokee Town and CC, GA; Wentworth Estates Community Development District, FL; Waterford Master Owners Association, Inc., FL; Sawgrass Homeowners Association, Inc., FL; Waterview Estates Homeowners Association, Inc., FL; Village at Riverwalk Homeowners Association, FL; The Lakes of Oakland Forest HOA, FL; Quail Hollow Golf & Country Club, NC; Atwell-Group (multiple projects); Severn Trent Services, FL; Paradise Island, Bahamas

References and case studies of completed projects available upon request.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

VAN DEN BERG, ANDRE

EROSION RESTORATION, LLC
118 SHAMROCK BLVD
VENICE FL 34293

LICENSE NUMBER: CGC1534452

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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