

## SECTION D

## EXHIBIT A

### BID FORM/SCHEDULE OF VALUES

#### **BID 20-957 Poe Springs Boardwalk Improvements Project No. 6170050**

**Date:** June 10th, 2020

Board of County Commissioners  
Alachua County, Florida  
Gainesville, Florida

Dear Commissioners:

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done, and that he has examined the plans and Specifications for the Work and comments hereto attached. The Bidder further declares that the only persons, company or parties interested in this Bid or the contract to be entered into, as principals, are named herein; that this Bid is made without connection with any other person, company or parties making a Bid; and it is in all respects fair and in good faith and without collusion or fraud.

The Bidder proposes and agrees, if this Bid is accepted, to contract with Alachua County, Florida, through the Board of County Commissioners, Gainesville, Florida, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for: **BID 20-957 Poe Springs Boardwalk Improvements Project No. 6170050** to furnish the prescribed Performance and Payment Bond for not less than one hundred ten percent (100%) of the bid price; and to furnish the required evidence of the specified insurance.

The undersigned further agrees that in case of failure on his part to execute said contract within thirty (30) consecutive calendar days after written notice being given of award of contract, the certified or cashier's check or bid bond accompanying this bid, and money payable thereon, shall be paid into funds of the Alachua County Board of County Commissioners, Gainesville, Florida, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

The undersigned agrees to commence work as set forth in the Notice to Proceed and to reach substantial completion within 90 working days from the date on which work commences with final completion within 30 calendar days thereafter.. If the Contractor fails to complete the work within the specified time, the Contractor agrees to pay the County \$864 per calendar day as liquidated damages for substantial completion and \$216 per calendar day as liquidated damages for final completion.

Attached is a list of similar projects and a list of Subcontractors as covered in the Instructions to Bidders.

The Bidder agrees to accept in full compensation for each item the prices named in the schedule incorporated herein and attached as "Bid Schedule". The Bidder understands that the quantities shown on the "Bid Schedule" are approximate only and subject to increase or decrease. Should they be increased or decreased, work will be performed at the unit price bid herein. Actual quantities will be determined upon completion of the work.

**BID 20-957 Poe Springs Boardwalk Improvements Project No. 6170050**


Shore Builders Inc

**BIDDER**

**ADDENDA**

The Bidder hereby acknowledges that he has received Addenda Number(s): 1, 2, 3, 4, 5, Bidder shall insert Number of each Addendum received and agrees that all addenda issues are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said Addenda.


**Witness**

Signature: 

Print: Nick Yankopolus

Title: Project Manager

**Bidder**

Signature: 

Print: Daniel Shore

Title: Owner

Address: 274 NW 137th Drive, Ste. 100, Newberry, Florida, 32669



**Bid Form/Schedule of Values**

**Bid 20-957 Poe Springs Boardwalk Improvements Project No. 6170050**

DESCRIPTION	AMOUNT BID
BASE BID: (A) Remove and replace boardwalk per Construction Documents (6' to 8' width) – Lump Sum	(A) \$ 418,000
(B) Remove and Replace existing Canoe Launch per Construction Documents – Lump Sum	(B) \$ 49,000
ALT 1: Substitute Trex Select 2" Square Edge Composite Decking Boards (or equivalent) for 8' Boardwalk – Lump Sum	\$ ADD 58,000
ALT 2: Remove and replace boardwalk per Narrative (6' to 6' width) – Lump Sum	\$ 360,000
ALT 3: Substitute Trex Select 2" Square Edge Composite Decking Boards (or equivalent) for 6' Boardwalk – Lump Sum	\$ ADD 43,000
ALT 4: Remove and Replace existing Canoe Launch with Alternate Aluminum Canoe Launch – Lump Sum	\$ DEDUCT 1,000
ALT 5: New 8' wide boardwalk (Boardwalk #2) per Construction Documents – Lump Sum	\$ ADD 89,200
ALT 6: Substitute Trex Select 2" Square Edge Composite Decking Boards (or equivalent) for 8' Boardwalk #2 – Lump Sum	\$ ADD 10,000


**NOTE:** This bid is a lump sum price bid. All Base Bids and Alternates must be filled out and completed to be considered a responsive and responsible bidder.

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1 ☒ Yes No      #2 ☒ Yes No      #3 ☒ Yes No      #4 ☒ Yes No  
#5 ☒ Yes No

Bidder: Daniel Shore Company: Shore Builders Inc

Address: 274 NW 137th Dr, Ste. 100, Newberry, Florida, 32669

Authorized Signature:  Title: Owner

Clearly Print Name: Daniel Shore

Phone: 352-339-3322 Fax: 352-331-4230 Date: June 11th, 2020

Email Address: dshore1185@yahoo.com

**RESPONSIBLE AGENT FORM**

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: Daniel Shore

ADDRESS: 274 NW 137th Drive, Ste. 100, Newberry, Florida, 32669

PHONE NO.: 352-339-3322

FAX NO.: 352-331-4230

EMAIL ADDRESS: dshore1185@yahoo.com

ALTERNATE RESPONSIBLE AGENT: Nick Yankopolus

ADDRESS: 274 NW 137th Drive, Ste. 100, Newberry, Florida, 32669

PHONE NO.: 352-339-3322

FAX NO.: 352-331-4230

EMAIL ADDRESS: nick@shorebuildersinc.net

SIGNED:  DATE: June 11th, 2020

## PROPOSED SUBCONTRACTORS FORM

BID 20-957 Poe Springs Boardwalk Improvements Project No. 6170050

This form is for all Subcontractors being utilized on this project.
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Name of Contractor: Green Construction and Development Inc.

Address: 22211 W Newberry Road, Ste. C, Newberry, Florida, 32669

Scope of Work to be Performed: Concrete for Stairs

Total \$ Value: \$ 25,000 % of Total BID/RFP: 5.4 %

Name of Contractor:

Address:

Scope of Work to be Performed:

Total \$ Value: \$ % of Total BID/RFP: %

Name of Contractor:

Address:

Scope of Work to be Performed:

Total \$ Value: \$ % of Total BID/RFP: %

Name of Contractor:

Address:

Scope of Work to be Performed:

Total \$ Value: \$ % of Total BID/RFP: %

Name of Contractor:

Address:

Scope of Work to be Performed:

Total \$ Value: \$ % of Total BID/RFP: %

If additional space is required for your subcontractor listing, make copies of this Exhibit C and submit with you bid package.



**DRUG FREE WORKPLACE**

Section 22.09 Competitive Sealed Bidding of the Alachua County Procurement Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace.

The undersigned vendor in accordance with §287.087, Florida Statute and Section 22.09 of the Alachua County Procurement Code hereby certifies that

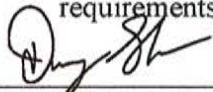
Shore Builders Inc.

Name of Business

Does:

1. Publish 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. Inform 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. Give 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), notify 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 plea of guilty or nolo contendere to, any violation of Chapter 1893 or of 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. Impose a sanction on, or require 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Bidder's Signature

June 10th, 2020

Date

## BIDDER'S QUESTIONNAIRE

Bidder's Name: Daniel ShoreBidder's Address: 274 NW 137th Dr., Ste. 100, Newberry, Florida, 32669 Phone: 352-339-3322Number of years in this type of service? 15 Number of years licensed in Alachua County: 15Number of employees "ON THE JOB" each week: 18 Number of employees "ON CALL" each week: 0Will you subcontract any part of this work: ☒ Yes ☐ No

If so, give details:

Concrete for the stairsList all major equipment which will be available upon commencement of the agreement to perform the required service: excavator and work bargeDo you currently hold any municipality contract: ☒ Yes ☐ No

If so, please indicate below:

City of Cedar Key

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

- 1) Firm: Florida DEP Phone: 352-339-5101  
Contact Person: Uyles Keen
- 2) Firm: City of Cedar Key Phone: 352-543-5132  
Contact Person: Crystal Sharp
- 3) Firm: Charles Perry Partners Phone: 352-538-2252  
Contact Person: Rachel Smith

Are your employees screened by: (indicate below)

- 1) Polygraph
- 2) ☒ General Interview
- 3) Background Investigation
- 4) Police Record Check
- 5) ☒ Additional

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes ☐ No ☒ If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: Monday-Friday, 8 a.m. - 5 p.m.

Describe below, your firm's operational plan for providing the services under this agreement:

Mobilize with equipment and material from both entrances. We plan on demoing while we build from the furthest point backward.

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: June 10th, 2020AUTHORIZED SIGNATURE: 



**EXHIBIT F**

**FORM OF BID BOND**

**STATE OF FLORIDA**

**COUNTY OF ALACHUA**

KNOW ALL MEN BY THESE PRESENTS:

That we, Shore Builders, Inc. (hereinafter called Bidder), and The Cincinnati Insurance Company as Surety, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee hereinafter called COUNTY, in the amount of Five Percent of Amount Bid Dollars (\$ 5% ), for the payment of whereof BIDDER and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally.

WHEREAS, Bidder contemplates submitting or has submitted, as a bid to the COUNTY for furnishing certain materials and labor in connection with the construction of: **BID 20-957 Poe Springs Boardwalk Improvements Project No. 6170050**, including all incidental and necessary work thereto covered by these specifications.

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if awarded the contract, enter into a written contract with the COUNTY for the performance of said contract, within ten (10) consecutive calendar days after written notice having been given of the award of the contract.

**THE CONDITION OF THIS BOND IS, if:**

1. The bid of the Bidder is accepted by the COUNTY and within ten (10) consecutive calendar days after written notice of such acceptance, the Bidder shall enter into a written contract with the COUNTY and furnish a contract surety bond in an amount equal to one hundred ten percent (100%) of the base bid, satisfactory to the COUNTY (if required in the detailed specifications), then

**THIS BOND IS VOID; OTHERWISE, IT REMAINS IN FULL FORCE AND EFFECT, AND**

The sum herein stated shall be due and payable to the COUNTY, and the Surety herein agrees to pay said sum immediately upon demand of the COUNTY in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Bidder.



Signed and sealed this 17th day of June, 20 20.

WITNESSES:

Mary E. Brown  
Secretary

(CORPORATE SEAL)



IN THE PRESENCE OF:

Tracey C. Brown-Boone  
# # # # #

1000 Central Ave. #200  
St. Petersburg, FL 33705

(Street)

Shore Builders, Inc.

(Name of Corporation)

By Danny Shore Owner  
(Signature and Title)

Danny Shore Owner

(Type Name and Title Signed Above)

INSURANCE COMPANY:

The Cincinnati Insurance Company

By Kevin R. Wojtowicz  
Kevin R. Wojtowicz, Attorney-in-Fact  
and Florida Licensed Agent

Address 1000 Central Ave. #200

St. Petersburg, FL 33705

(City/State/Zip Code)

Telephone No. 727-209-1803

# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

**CONTRACTOR** (Name, legal status and address):

Shore Builders Inc  
274 NW 127th Street 100  
Newberry, FL 32669

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
**6200 S. GILMORE ROAD**  
**FAIRFIELD, OHIO 45014-5141**

**OWNER** (Name, legal status and address):

ALACHUA COUNTY  
105 SE 1ST AVE STE 2B  
GAINESVILLE, FL 32601

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:**

5% of bid

**PROJECT** (Name, location or address, and Project number, if any):

Poe Springs Boardwalk

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17 day of June, 2020

  
(Witness) Nicholas Yankopolus

  
(Witness) Tracey C. Brown-Boone

Shore Builders Inc

(Principal)

Owner

(Title)

**THE CINCINNATI INSURANCE COMPANY**

(Surety)

(Title) Kevin R. Wojtowicz

Attorney-in-Fact and Florida Licensed Agent



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Charles J. Nielson; David R. Hoover; Kevin R. Wojtowicz; Charles D. Nielson; Daniel F. Oaks; Laura D. Mosholder; Don Bramlage; Emily Golecki; Jarrett Merlucci; Shawn A. Burton; Edward M. Clark; Jessica P. Reno; Ian A. Nipper; Joseph P. Nielson; Edwin Turner, IV; Dale Belis; Richard Zimmerman; Daniel Cardenas and/or Christian Collins

of Miami Lakes, Florida its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to  
Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8<sup>th</sup> day of March, 2017.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Shawn A. Burton*

Vice President

On this 8<sup>th</sup> day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*  
MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this

17<sup>th</sup> day of June 2020



BN-1005 (3/17)

*Shawn A. Burton*  
Secretary



**PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

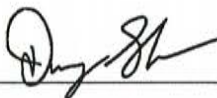
As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida 'public records' are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II. but not both; bidder may not modify language)

**I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder's Signature: \_\_\_\_\_



Date: \_\_\_\_\_ June 10th, 2020

--- OR ---

**II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY**

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

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By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

July 26, 2006

EXHIBIT H

CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY & AUTHORITY  
TO CONDUCT BUSINESS

Shore Builders Inc

(Insert Name of Corporation)

The Board of Directors ("Directors") of Shore Builders Inc, a  
(Insert Name of Corporation)

Florida corporation (the "Corporation"), at a duly and properly  
(Insert State of Incorporation)

held meeting on the 11th day of June, 2020, did hereby consent to, adopt, ratify, confirm  
and approve the following recitals and resolutions:

**WHEREAS**, the Corporation is a duly formed, validly existing corporation in good standing  
under the laws of the State of Florida and is authorized to do business in  
the State of Florida; and

**WHEREAS**, the Corporation desires to grant certain persons the authority to execute and enter into  
contracts and conduct business on behalf of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that any of the following officers and employees of the  
Corporation listed below are hereby authorized and empowered, acting alone, to sign, execute and deliver any  
and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including  
but not limited to the approval and execution of contracts, purchase orders, amendments, change orders,  
invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in  
connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter  
county and political subdivision of the State of Florida:

NAME

TITLE

Daniel Shore

Owner

**BE IT RESOLVED THAT**, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Procurement Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

**IN WITNESS WHEREOF**, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 12<sup>th</sup> day of June, 2020, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)



**Secretary of the Corporation**

By:

Morgan E. Brown  
Morgan E. Brown

(Print Secretary's Name)