

ADDITIONAL AGENDA ITEMS

FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Friday, November 18, 2022

**Hyatt Place West Palm Beach Downtown
295 Lakeview Ave, West Palm Beach (Palm Beach), FL 33401**

Agenda Item 13 (supplemental). Bid Approval for Construction of Dredged Material Management Area BV-4B, Brevard County, FL.

The District and Taylor Engineering have completed the design, engineering and permitting for designated permanent Dredged Material Management Area (DMMA) BV-4B. This site is in northern Brevard County nears Mims, FL, north of Titusville. This site serves portions of Brevard Dredging Reaches I & II (Reaches BV-I & II). This site will need to undergo a period of consolidation settlement prior to becoming fully operational. Following site settlement, plans to maintenance dredge the corresponding Intracoastal Waterway reaches will be pursued.

The District accepted and opened sealed bids on November 14, 2022. Herve Cody Contractor, LLC. Was the apparent low bidder. The bid specs called for a minimum bid bond of 10% yet Herve Cody only included a bond for 5%. The contractor has corrected the error and submitted the appropriate 10% bid bond. The bid solicitation provides that: "The District may waive any informalities or minor defects or reject any and all Bids." The bids results are presented here for Board consideration and approval. This project has been budgeted and if approved, should be completed within twenty (20) months from the notice to proceed.

(Please see back up page A2-A44)

RECOMMEND: Wave any informalities or minor defects and approve the apparent, qualified low bidder, Herve Cody Contractor, LLC., in the amount of \$4,982,460.00 for the construction of DMMA BV-4B, Brevard County, FL.

Additional Agenda Item 22A. Resolution to Accept a Deed for Property In Exchange for MSA 504 B/E

Previously, the Board approved a contract with Loblolly Community Service Corporation (LCSC) to exchange MSA 504 B/E for a similar, nearby parcel of property. All the conditions precedent to closing have been satisfied, with the closing scheduled upon the expiration of the appeal period for the necessary comprehensive plan amendments and rezonings. The title insurance commitment for the parcel that FIND will acquire has been received and is being reviewed by FIND's counsel. One requirement of the title commitment is that the District adopt a resolution to accept the deed to this parcel. A copy of the Resolution is attached.

(Please see back up page A45-A46)

RECOMMEND: Adoption of the Resolution to Accept the Deed to the exchange parcel.



November 16, 2022

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

Re: Dredged Material Management Area (DMMA) BV-4B Construction, Brevard County, FL
Herve Cody Contractor, LLC, Bid Review

Dear Mr. Crosley:

On November 14, 2022, the Florida Inland Navigation District (FIND) received five bid packages for the DMMA BV-4B Construction project (Attachment 1). The bid values ranged from \$4,982,460 (low bidder) to far above the expected range. The low bidder was within 20% of Taylor Engineering's cost opinion of \$5,974,915. Herve Cody Contractor, LLC (Herve Cody) was the low bidder, based in Robbinsville, North Carolina, and submitted an all-inclusive bid of \$4,982,460.

We reviewed Herve Cody's bid package. It includes Bid Schedule, Public Entity Crime Statement, and the Affidavit for Surety Company. However, during our review, we noticed the Bid Bond provided did not meet the required 10 percent of bid amount. We have contacted Herve Cody and they have indicated that an updated 10 percent bid bond will be provided immediately. This recommendation letter is contingent upon receipt of the required Bid Bond amount. Other than the Bid Bond, we have found Herve Cody's bid package (Attachment 2) to be balanced with respect to our engineer's estimate, complete, well organized, and inclusive of all information required per the bid solicitation.

Herve Cody also included a copy of its active State of Florida General Contractor's license (No. CGC1523644). As of today, no official complaints against this license appear on the Florida Department of Business & Professional Regulation website (<https://www.myfloridalicense.com/>).

As evidence of its qualifications, Herve Cody submitted three similar projects for evaluation. These three projects all included completed work for the United States Army Corps of Engineers (USACE). Each project contained elements of dike raising, water storage, water conveyance, and other directly DMMA-related components. All project references confirmed the submitted work experience.

Therefore, based on our review, and contingent on receipt of 10% bid bond, we recommend that FIND award the DMMA BV-4B Construction contract to Herve Cody Contractors, LLC. Please contact me at (904) 731-7040 with any questions or concerns.

Sincerely,

Jerry Scarborough, P.E.
Senior Advisor, Waterfront Engineering
Attachments (2)

ATTACHMENT 1

NOVEMBER 14, 2022

**DREDGED MATERIAL MANAGEMENT AREA BV-4B CONSTRUCTION PROJECT
BIDDER'S LIST AND BID AMOUNTS**

ATTACHMENT 2

NOVEMBER 14, 2022

HERVE CODY CONTRACTOR, LLC.

BID SUBMITTAL

DREDGED MATERIAL MANAGEMENT AREA BV-4B CONSTRUCTION PROJECT



**DREDGED MATERIAL MANAGEMENT
AREA BV-4B CONSTRUCTION
BREVARD COUNTY, FLORIDA**

**Herve Cody Contractor, LLC
PO Box 218
Robbinsville, NC 28771
828-479-6040
adcody@gmail.com**

Bid Form

SECTION 00 41 63

BID FORM

FLORIDA INLAND NAVIGATION DISTRICT

DREDGED MATERIAL MANAGEMENT AREA BV-4B CONSTRUCTION
BREVARD COUNTY, FLORIDA

Submitted on November 10, 2022 (Date)

Herve Cody Contractor, LLC
Bidder (Firm Name)

PO Box 218, Robbinsville, NC 28771

Address

Signature of Authorized Representative

Dirk Cody, Member

Name & Title

1. The above signed, as Bidder, hereby declares that the only person or persons interested in the Bid as Principal or Principals is or are named herein and that no other person than herein mentioned that has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.
2. The Bidder further declares that he has examined the site and has informed himself fully in regard to all conditions pertaining to that place where the Work is to be done; that he has examined the Project Drawings and Specifications for the Work and Contractual Documents relative thereto. The Bidder also acknowledges that he has read all of the provisions furnished prior to the opening of Bids; and that he has satisfied himself relative to all Work to be performed.
3. If this Bid is accepted, the undersigned Bidder agrees to complete all Work included under the Contract within **425** calendar days from the date established in the "Notice to Proceed" to the date the Contractor is issued "Substantial Completion". If the Contractor fails to complete the work within this time, the District may obtain the services of another Contractor to complete the Work. Such monies required for the District to complete the Work shall be chargeable to the Contractor.
4. In case of failure on the part of the Contractor to complete the Work within the time fixed in the Contract, or any extension thereof granted, then the Contractor shall be liable to pay the District: (i) not as a penalty but as liquidated damages, \$1,500.00 per day for each calendar day the Work remains incomplete after the expiration of the time limit specified or any extension(s) thereof for the total contract plus (ii) any monies which are paid by the District to any other person, firm or corporation for services rendered for the preservation or completion of the Work. These monies shall include, but are not limited to, all Engineering and Inspection fees required to oversee the completion of the Work. Such monies shall be chargeable to the Contractor and shall be deducted from any monies due said Contractor, or if no money is due or the amount due is insufficient to cover the amount charged, then the Contractor and his Surety shall be liable for said amount. Bidder agrees to perform all the Work described in the Contract Documents for the unit and lump sum prices identified on the following Bid Schedule (located at the end of this section).
5. If this Bid is accepted, it is understood that the terms and conditions of the bid provisions and documents relative thereto, shall be binding upon the parties; however, the undersigned Bidder agrees, upon acceptance and prior to commencement of any Work, to:
 - a. Execute the aforementioned Contract with Florida Inland Navigation District as a written memorial and formalization of said Bid provisions and matters relative.

- b. Provide the necessary Certificates of Insurance, a Payment Bond and a Performance Bond (each equal to one hundred percent (100%) of the total Contract Bid Amount), of which this Bid, Instructions to Bidders, General Conditions, Technical Specifications, and Project Drawings shall be made a part for the performance of Work described therein.
 - c. Furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the Work specified in this Bid and Contract and called for in the Project Drawings, upon "Notice to Proceed with Contract Work."
 - d. Complete all Contract Work within the time specified in the Bid Form or pay for liquidated damages and cost of supervision for each calendar day in excess thereof according to the terms set forth in the Contract and Specifications.
6. The Bidder understands this Bid does not constitute a Contract with the Bidder, and there is no official Contract binding the parties until:
- a. bids are reviewed and accepted by the District; and
 - b. applicable Bonds and certificate of insurance are reviewed and accepted by the District; and
 - c. the Contract has been approved by the District; and
 - d. the Contract has been executed by both parties.
7. The undersigned agrees that, in case of failure on his part to execute and deliver the said Contract and the Bonds within fifteen (15) days after receipt of the Contract, the Bid Bond, or securities accompanying his Bid, shall be paid into the funds of Florida Inland Navigation District, otherwise, any Bid Bond or securities accompanying this Bid shall be returned to the undersigned.
8. The Corporation, Partnership or Business name and signature of authorized Corporate Officer, Partner, or Individual making this Bid, together with the signature of the licensee qualifying Bidder, must appear on the signature page of this Bid.
9. The Bidder understands and agrees that he must perform all Work necessary to complete the Work as described in the Project Drawings and Specifications. Payment to the Contractor will be made only for the actual quantities of Work performed and accepted or materials furnished in accordance with the Contract. All Work and materials not specified under "Item" in the Bid shall be considered incidental to the Contract
10. The Bidder has attached to this Bid an approved Bid Bond or a certified check as described in Section 00 21 13, for the sum of ten percent (10%) of the Bid Amount according to the conditions under the Instructions to Bidders and provisions herein.
11. The Bidder, if apparent low Bidder, agrees to provide the following after the bid opening within the time specified herein:
- a. evidence of the appropriate insurance coverage,
 - b. approved Payment Bond and Performance Bond, each for one hundred (100%) of the Contract Bid Amount, according to the conditions under the General Conditions and provisions therein.
 - c. requested credentials, past Work information, and other evidence as requested by the Engineer to verify the ability of the Contractor to perform the Work, if not previously furnished.
12. In accordance with §287.135, Florida Statutes, Bidder hereby certifies that Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. "Business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or

Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

13. Both the Bidder and the licensee shall fill in the information below, pursuant to Chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the bidding Company, Corporation or Partnership. If the Bidder is an individual, he must be licensed.

(Please print or type)

BIDDER'S NAME: Herve Cody Contractor, LLC

BIDDER'S E-MAIL: adcody@gmail.com

ADDRESS: 15 N. Main Street, PO Box 218, Robbinsville, NC 28771

PHONE NUMBER: 828-479-6040

FEID OR SOCIAL SECURITY NUMBER: 26-0231904

BIDDER'S SIGNATURE, BY: Dirk Cody

LICENSE NUMBER: 86325 - NC , CGC1523644 - FL

LICENSE TYPE: General Contractor
(Attach copy of license)

STATE OR COUNTY: North Carolina and Florida

LICENSE LIMITATIONS, IF ANY
(Attach a separate sheet, if necessary)

LICENSE SIGNATURE, BY: Don Cook (North Carolina)

**(If an INDIVIDUAL OR SOLE PROPRIETOR
is Bidder, sign on this line.)**

By: _____
Signature

Type or Print Name _____

Address

(If an OPERATING UNDER A TRADE OR FICTITIOUS NAME* is Bidder,
fill in the trade name followed by signature)

*Attach copy of Florida fictitious name
registration from www.sunbiz.org.

Trade Name or Fictitious Name

By: _____
Signature

Type or Print Name

(If a LIMITED LIABILITY COMPANY is Bidder,
fill in the trade name followed by signature)

Herve Cody Contractor, LLC of NC

LLC Name and State of Organization

By: _____
Signature of Managing Member

Dirk Cody

Type or Print Name

(If a GENERAL OR LIMITED PARTNERSHIP is Bidder,
fill in name of joint venture, followed by
signature of the partners signing)

Partnership Name

By: _____
Signature of General Partner

Business Address of Partnership

(Names and Addresses
of all Partners - attach a
separate sheet if necessary)

(If a CORPORATION is Bidder, fill in the name of the Corporation,
followed by the signature of the
President or Vice President)

(Corporate Seal)

Corporation Name and State of Incorporation

By: _____
Signature of Officer or Authorized Agent

Address of Corporation

References

REFERENCES

Provide the names, addresses, and telephone numbers of three (3) clients (former or current) who can attest to your company's experience in work similar in nature to the Work required to construct this project in the spaces provided below.

FIRM NAME: USACE Jacksonville FL District

ADDRESS: 701 San Marco Blvd, Jacksonville, FL 32207

CONTACT PERSON: ILENE J. CRAPPS

TELEPHONE NUMBER: 904-232-1064

FIRM NAME: US Army Engineer District, Ft. Worth, TX

ADDRESS: 819 Taylor St, Fort Worth, TX 76102

CONTACT PERSON: CURTIS COLE, JR.

TELEPHONE NUMBER: 409-682-7518

FIRM NAME: USACE Savannah GA District

ADDRESS: 101 W York St, Savannah, GA 31401

CONTACT PERSON: BRUCE HELMS

TELEPHONE NUMBER: 912-652-6147

Experience and Technical Capability

Herve Cody Contractor, LLC

A15

AN EQUAL OPPORTUNITY EMPLOYER
BOX 218
ROBBINSVILLE, N.C. 28771
828/479-6040
FAX 828/479-3053

Qualification for Herve Cody Contractor, LLC

Herve Cody Contractor, LLC (HCC) is more than qualified to construct the project being solicited. In addition to the three projects submitted on the Similar Projects Form, we have worked for various U.S. Army Corps of Engineer Districts on similar projects during the past 40 years.

HCC has done both new construction as well as modifications to existing DMMA's beginning with Goal Island for the Charleston District U.S. Army Corps of Engineers in the 1980's. HCC has worked on DMMA projects in North Carolina, South Carolina, Georgia, Florida, Alabama, and Texas. Project values have ranged from \$500,000.00 to more than \$29,000,000.00.

The team at HCC has a combined experience of more than 160 years.

HCC is a family owned and operated company with 8 figures of liquid assets and virtually no debt.

We look forward to being favorably reviewed by the Florida Inland Navigation District and welcome any and all questions regarding our company and our qualifications.

Sincerely,

A handwritten signature in black ink, appearing to read "Dirk Cody", written in a cursive style.

Dirk Cody

Similar Projects

SIMILAR PROJECTS

Provide descriptions of at least three (3) projects of a similar nature that the Bidder has completed as general contractor or primary contractor in the last ten (10) years or currently has under way in the spaces provided below. For each project, explain why it is relevant, problems encountered, actions taken to correct problems, and any environmental impacts that were encountered. If additional spaces are needed, make copies of this form.

PROJECT NAME: Okeechobee Waterway DMMA O-7, Martin County, FL

OWNER'S NAME: USACE Jacksonville District

CONTACT PERSON: Griselle Gonzales-Aquino TELEPHONE: 904-232-3972

START DATE: 11/23/2016 COMPLETION DATE: 09/23/2018

DESCRIPTION: This project consisted of the construction of a new Dredged
Material Management Area on the St. Lucie Canal in Martin County, FL.

The project had features similar to the project currently bidding. The project
was constructed for the USACE Jacksonville District for the Florida Inland
Navigation District.

PROJECT NAME: Freeport Harbor TX Placement Area No.1 Containment Dike Raise

OWNER'S NAME: USACE Ft. Worth TX District

CONTACT PERSON: Curtis Cole, Jr. TELEPHONE: 409-682-7518

START DATE: 03/23/2018 COMPLETION DATE: 06/12/2020

DESCRIPTION: This project consisted of improvements to an existing Dredged
Material Management Area. The work included earthwork to increase the
berm elevations and also the installation of new water control features (spillway,
walkway, and pipes). Many of the project improvements are similar to the
current project at hand.

PROJECT NAME: Cell A Raising and Cross Dike Construction, Bartram Island DMMA

OWNER'S NAME: USACE Jacksonville FL District

CONTACT PERSON: ILENE J. CRAPPS TELEPHONE: 904-232-1064

START DATE: 07/06/2012 COMPLETION DATE: 06-05/2015

DESCRIPTION: This large Dredged Material Management Area (DMMA) was
completed in 2015 in Duval County, FL. The referenced project had similar
features to the project at hand but was a much larger project. More than
3,000,000 CY of material was moved and more than 50,000 tons of stone
were installed. All of the work was on an island and had a value of over
\$29,000,000.00.

--End of Section--

Bid Schedule



SECTION 00 41 63A

BV-4B DMMA BID SCHEDULE



ALL BID ITEMS SHALL INCLUDE ALL COSTS FOR FURNISHING TO THE OWNER ALL MATERIALS, EQUIPMENT AND SUPPLIES, PERMITS, AND FOR ALL COSTS INCURRED IN PROVIDING ALL WORK SHOWN ON THE BV-4B DREDGED MATERIAL MANAGEMENT AREA PROJECT DRAWINGS AND OUTLINED IN THE CONTRACT SPECIFICATIONS FOR THE CONSTRUCTION.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
01	Insurance	LS	1	25,000	25,000.00
02	Mobilization and Demobilization	LS	1	170,000	170,000.00
03	Environmental Protection and Erosion Control	LS	1	50,000	50,000.00
04	Construction, Payment, and As-Built Surveys	LS	1	25,000	25,000.00
05	Construction Materials Testing	LS	1	40,000	40,000.00
06	Settlement Plates	EA	6	5,000	30,000.00
07	Geokon Piezometer	EA	6	5,000	30,000.00
08	Settlement Plates and Piezometer Installation and Monitoring by Geotechnical Consultant	LS	1	20,000	20,000.00
09	Monitoring Wells Nested (3 wells per Nested Well, 27 wells total)	EA	9	5,000	45,000.00
10	Clearing and Grubbing	AC	64.4	2,000	128,800.00
11	Topsoil Stripping, Stockpiling, and Placement	CY	30,000	5.00	150,000.00
12	Demolition	LS	1	2,000	2,000.00
13	Site Dewatering	LS	1	20,000	20,000.00
14	Dike Foundation Grading and Compaction (Engineer's quantity estimate 12,600 cy scraped and temporarily stockpiled see note 6)	LS	1	60,000	60,000.00
15	Earthwork Compacted Fill: Dike, Perimeter Road, Access Roads, and Perimeter Ditch Construction (see note 7)	CY	165,000	5.90	973,500.00
16	Blanket Toe Drain Gravel #7 Aggregate (Engineer's quantity estimate 10,400 CY see note 6)	LS	1	850,000	850,000.00
17	Blanket Toe Drain Concrete Sand (Engineer's quantity estimate 8,800 CY see note 6)	LS	1	800,000	800,000.00
18	Blanket Drain 6 inch dia HDPE Piping	LF	6,670	40.00	266,800.00
19	Blanket Drain Filter Fabric (Engineer's quantity estimate 8,850 SY see note 6)	LS	1	88,500	88,500.00
20	Steel Box Weirs	EA	3	75,000	225,000.00
21	Steel Box Weirs Concrete Foundation	CY	72	450	32,400.00
22	Steel Box Weirs Composite Weir Boards	LS	1	20,000	20,000.00
23	Aluminum Walkway	LS	1	140,000	140,000.00
24	Aluminum Walkway Concrete Footings	CY	7.1	500	3,550.00
25	HDPE Solid Wall Pipe 30 in dia	LS	55	250	13,750.00
26	HDPE Solid Wall Pipe 36 in dia	LF	126	300	37,800.00
27	HDPE Solid Wall Pipe 48 in dia	LF	577	300	173,100.00
28	30 in dia HDPE Corrugated Drain Pipe	LF	61	275	16,775.00
29	36 in dia HDPE Corrugated Drain Pipe (Culvert)	LF	142	300	42,600.00
30	Concrete Hold Downs for Pipe	CY	21.3	450	9,585.00
31	Pipeline Leak Test	LS	1	2,500	2,500.00
32	Roadway Shellrock (or Crushed Concrete) Stabilization	CY	1,700	95	161,500.00

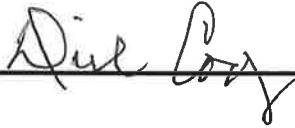
33	Pre-Cast Concrete Drainage Inlets Type H (3 grates)	EA	1	1,000	1,000.00
34	Pre-Cast Concrete Drainage Inlets Type E	EA	2	5,000	10,000.00
35	Pre-Cast Concrete Pressure-Rated Manholes	EA	3	7,500	22,500.00
36	Blanket Drain Outlet Pipe Splash Pads Erosion Protection Stone	LS	1	19,000	19,000.00
37	Ditch Drainage Inlet Splash Pad and Retention Swale Outlet Erosion Protection Stone	LS	1	10,000	10,000.00
38	Perimeter Ditch Erosion Protection Stone	LS	1	40,000	40,000.00
39	Perimeter Dike Toe Swale Erosion Protection Stone	LS	1	90,000	90,000.00
40	Resilient Wedge Gate Valve	EA	1	25,000	25,000.00
41	Blanket Drain Piping TV Inspection	LS	1	5,000	5,000.00
42	Mobile Storage Container	LS	1	15,000	15,000.00
43	Grassing	AC	30.6	3,000	91,800.00

TOTAL BASE BID \$ 4,982,460.00

TOTAL BASE BID (WRITTEN)

Four million, nine hundred eighty two thousand, four hundred sixty Dollars

AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND NUMBERS. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BID.

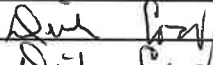
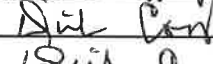
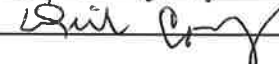
Signature of Bidder: 

Date: 11/10/2022

Notes:

- (1) Quantities are estimated. Actual quantities may vary.
- (2) Contractor shall verify all quantities before bidding.
- (3) All bids must be for the entire work and must have each blank space completed.
- (4) All costs are installed cost
- (5) Bid quantities do not include waste or overages
- (6) Due to the difficulty of measuring or verifying quantities during construction, this bid item will be paid for as lump sum. The Engineer has provided an estimated quantity. The Contractor shall make their own quantity estimate and base their bid on their estimate. The bid price should include any excess quantity due to waste, tolerances, and construction methods.
- (7) Compacted fill quantity includes total estimated earthwork fill over entire site after foundation scraping and preparation EXCEPT for topsoil and gravel-concrete sand quantity used in blanket drain.

Bidder has to sign below that they have read and understood all addendums related to this project. Failure to acknowledge any addendum issued may disqualify the Bidder.

Addendum No.1	<u></u>	Date of Receipt: <u>10/26/22</u>
Addendum No.2	<u></u>	Date of Receipt: <u>10/26/22</u>
Addendum No.3	<u></u>	Date of Receipt: <u>10/26/22</u>

NOTICE TO ALL BIDDERS

1	The District reserves the right to waive any informality in any bid, to reject any and all bids, and to delete any part of any of the above items.
2	Changes in the Contract Price and Contract Time require prior authorization in writing from the District and the Engineer, in the form of a Change Order. The Contractor is responsible for verification of all bid quantities and to report to the Engineer any discrepancies found prior to ordering materials and or equipment for construction.

Bidder has to sign below that they have read and understood all addendums related to this project. Failure to acknowledge any addendum issued may disqualify the Bidder.

Addendum No. 4	<u>Dir Coy</u>	Date of Receipt: <u>10/31/22</u>
Addendum No. 5	<u>Dir Coy</u>	Date of Receipt: <u>11/4/22</u>
Addendum No. 6	<u>Dir Coy</u>	Date of Receipt: <u>11/7/22</u>
Addendum No. 7	<u>Dir Coy</u>	Date of Receipt: <u>11/8/22</u>

3	Bid prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid, any item for which a separate pay item has not been established in the Bid Form (under any related pay item), to reflect the total price for completing the project in its entirety.
4	Contractor shall meet requirements of all applicable permits and codes (in their current edition).
5	Bid items for rip-rap and erosion protection stone include any required filter fabric.
6	The District will award the bid to the lowest qualified bidder.

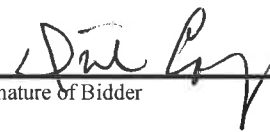
Bidder: Herve Cody Contractor, LLC

By: Dirk Cody

Title: Member

Herve Cody Contractor, LLC

Name of Bidder


Signature of Bidder

Date: 11/10/2022

Bid Bond

SECTION 00 43 13**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Herve Cody Contractor LLC as Principal and Western Surety Company as Surety, are held and firmly bound unto Florida Inland Navigation District, in the penal sum of Five percent of the attached bid dollars (\$ 5%) lawful money of the United States, not less than 10% of the amount of the bid amount, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated November 10, 20 22 for the Contract and Specifications for the **Dredged Material Management Area BV-4B Construction Project**.

NOW, THEREFORE, if the Principal:

1. Does not withdraw said Bid within ninety (90) calendar days after date of opening of the same, and
2. Within fifteen (15) calendar days after the prescribed Contract forms are presented to the Contractor:
 - a. Enters into a written Contract with Florida Inland Navigation District, in accordance with the Bid, as accepted; and
 - b. Provides evidence of insurance in the manner specified by the Florida Inland Navigation District;
 - c. Gives a Payment Bond and Performance Bond as specified in the General Conditions (or, in lieu of the Payment Bond and Performance Bond, provides an alternate form of security as specified in the General Conditions).
3. Or in the event of the failure to fully comply with all of the foregoing, if the Principal pays the District the difference between the amount specified in said Bid and the amount for which the District may procure the required Work and/or supplies if the latter amount be in excess of the former, then the above obligations shall be void, and of no effect, otherwise to remain in full force and effect.

DATED ON November 10, 20 22.

WHEN THE PRINCIPAL IS AN INDIVIDUAL OR SOLE PROPRIETOR:By: _____
Signature_____
Business Address**WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME OR FICTITIOUS NAME*:**By: _____
Signature_____
Business Name and Address*Attach copy of Florida fictitious name registration from www.sunbiz.org.**WHEN THE CONTRACTOR IS A LIMITED LIABILITY COMPANY:**By: Herve Cody Contractor, LLC

LLC Name and State of Organization_____
Signature of Manager or Managing MemberDirk Cody Member

Type or Print Name/Title**WHEN THE PRINCIPAL IS A GENERAL OR LIMITED PARTNERSHIP:**By: _____
Name and Address of Partnership_____
Signature of General Partner**WHEN THE PRINCIPAL IS A CORPORATION:****ATTEST:**_____
Corporate Name and State of Incorporation

(Corporate Seal)

Signature of President

ATTEST:

Western Surety Company
 (Corporate Surety)
 (Surety Seal)

151 N. Franklin Street Chicago, IL 60606
Business Address

Robert N. Lee
 (Secretary) Witness

By: Amy M. Tayler
 (Surety) Amy M. Tayler, Attorney-in-Fact

Brett Ragland
 Florida Resident Agent (Typed or Written Name)

(Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.)

NOTE: If both the Principal and Surety are Corporations, the respective Corporate Seals should be affixed and attached.

--End of Section--

Affidavit for Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David G Shaffer, Joyce C Biddix, Jennifer L Gordon, Amy M Tayler, David Brett Shaffer, Sarah P Wilkins, Individually

of Hendersonville, NC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

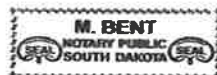
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of November, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Public Entity Crime Statement

SECTION 00 45 01

PUBLIC ENTITY CRIME STATEMENT

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 Florida Inland Navigation District
[print name of the public entity]
by Dirk Cody Member
[print individual's name and title]
for Herve Cody Contractor, LLC
[print name of entity submitting sworn statement]

whose business address is: 15 N. Main Street
PO Box 218
Robbinsville, NC 28771

and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-0231904
(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:
 - i. A predecessor or successor of a person convicted of a public entity crime, or
 - ii. 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 that 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 of its 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 the 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.

Dirk Cody
[Signature]

11-10-22
[Date]

STATE OF NC

COUNTY OF Graham

Before me this day personally appeared Dirk Cody, who being duly sworn, executed this Affidavit and acknowledged to and before me the truthfulness and accuracy of the statements in the Affidavit.

SWORN TO AND SUBSCRIBED before me this 10 day of Nov., 20 22, by AFFIANT, who is personally known to me

Mariea D. Burke
NOTARY PUBLIC
Graham County
North Carolina
My Commission Expires July 4, 2024

Name: Mariea D. Burke
NOTARY PUBLIC

Commission Expiration Date: 7-4-24

--End of Section--

License

License Year

2022

License No.

86325

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Herve Cody Contractor, LLC

Robbinsville, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building; Highway; PU(Water Lines & Sewer Lines)

until

December 31, 2022

when this Certificate expires.
Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 01, 2022

This certificate may not be altered.



J. E. Rhinoway
Chairman

C. Hank Wiener
Secretary-Treasurer



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

THRIFT, ALLEN KEITH

HERVE CODY CONTRACTOR LLC
201 OLD SWEETWATER RD
ROBBINSVILLE NC 28771

LICENSE NUMBER: CGC1523644

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.

Bid Bond

REVISED BOND REC'D 11/17

SECTION 00 43 13

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Herve Cody Contractor LLC as Principal and Western Surety Company as Surety, are held and firmly bound unto Florida Inland Navigation District, in the penal sum of Ten percent of the attached bid dollars (\$ 10%) lawful money of the United States, not less than 10% of the amount of the bid amount, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated November 10, 2022 for the Contract and Specifications for the **Dredged Material Management Area BV-4B Construction Project**.

NOW, THEREFORE, if the Principal:

1. Does not withdraw said Bid within ninety (90) calendar days after date of opening of the same, and
2. Within fifteen (15) calendar days after the prescribed Contract forms are presented to the Contractor:
 - a. Enters into a written Contract with Florida Inland Navigation District, in accordance with the Bid, as accepted; and
 - b. Provides evidence of insurance in the manner specified by the Florida Inland Navigation District;
 - c. Gives a Payment Bond and Performance Bond as specified in the General Conditions (or, in lieu of the Payment Bond and Performance Bond, provides an alternate form of security as specified in the General Conditions).
3. Or in the event of the failure to fully comply with all of the foregoing, if the Principal pays the District the difference between the amount specified in said Bid and the amount for which the District may procure the required Work and/or supplies if the latter amount be in excess of the former, then the above obligations shall be void, and of no effect, otherwise to remain in full force and effect.

DATED ON November 10, 2022.

WHEN THE PRINCIPAL IS AN INDIVIDUAL OR SOLE PROPRIETOR:By: _____
Signature_____
Business Address**WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME OR FICTITIOUS NAME*:**By: _____
Signature_____
Business Name and Address*Attach copy of Florida fictitious name registration from www.sunbiz.org.**WHEN THE CONTRACTOR IS A LIMITED LIABILITY COMPANY:**By: Herve Cody Contractor, LLC
LLC Name and State of OrganizationDirk Cody
Signature of Manager or Managing MemberDirk Cody Member
Type or Print Name/Title**WHEN THE PRINCIPAL IS A GENERAL OR LIMITED PARTNERSHIP:**By: _____
Name and Address of Partnership_____
Signature of General Partner**WHEN THE PRINCIPAL IS A CORPORATION:
ATTEST:**_____
Corporate Name and State of Incorporation

(Corporate Seal)

Signature of President

ATTEST:

Western Surety Company
 (Corporate Surety)
 (Surety Seal)

151 N. Franklin Street Chicago, IL 60606
Business Address

Robert A. Pear
 (Secretary) Witness

By: Andy M. Tayler
 (Surety) Andy M. Tayler, Attorney-in-Fact

Brett Ragland
 Florida Resident Agent (Typed or Written Name)

(Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.)

NOTE: If both the Principal and Surety are Corporations, the respective Corporate Seals should be affixed and attached.

--End of Section--

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POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David G Shaffer, Joyce C Biddix, Jennifer L Gordon, Amy M Tayler, David Brett Shaffer, Sarah P Wilkins, Individually

of Hendersonville, NC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said ~~attorney~~, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.



WESTERN SURETY COMPANY

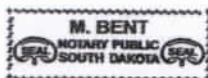
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of November, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services < Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

FLORIDA INLAND NAVIGATION DISTRICT**RESOLUTION NO. 2022-07**

RESOLUTION ACCEPTING DEED TO LOT 36 AND LOT THIRTY-SEVEN,
LESS THE NORTH 10 ACRES THEREOF, GOMEZ GRANT, WEST OF THE
INDIAN RIVER

WHEREAS, THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND
NAVIGATION DISTRICT ENTERED INTO A CONTRACT WITH LOBLOLLY
COMMUNITY SERVICE CORPORATION TO EXCHANGE A PORTION OF
MSA 504 B/E FOR A PARCEL OF PROPERTY SITUATE, LYING AND BEING
IN MARTIN COUNTY, FLORIDA (THE "EXCHANGE PROPERTY")
LEGALLY DESCRIBED AS:

LOT THIRTY-SIX (36) ACCORDING TO THE PLAT OF GOMEZ GRANT
(WEST OF THE INDIAN RIVER) RECORDED IN THE PUBLIC RECORDS OF
DADE COUNTY, FLORIDA IN PLAT BOOK "A" AT PAGE 17 COPY OF
WHICH IS DULY RECORDED IN THE PUBLIC RECORDS OF PALM BEACH
(NOW MARTIN) COUNTY, FLORIDA IN THE PLAT BOOK 1, PAGE 80.

TOGETHER WITH:

LOT THIRTY-SEVEN (37), LESS THE NORTH 10 ACRES THEREOF, GOMEZ
GRANT, WEST OF THE INDIAN RIVER, ACCORDING TO THE PLAT
THEREOF, RECORDED IN PLAT BOOK 1, PAGE 80, OF THE PUBLIC
RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE
FLORIDA INLAND NAVIGATION DISTRICT, THAT THE BOARD OF
COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT
DOES HEREBY ACCEPT THE DEED TO THE EXCHANGE PROPERTY..

PASSED AND ADOPTED THIS 18th DAY OF NOVEMBER 2022, A.D.

FLORIDA INLAND NAVIGATION DISTRICT
BY ITS BOARD OF COMMISSIONERS

J. CARL BLOW, CHAIR:



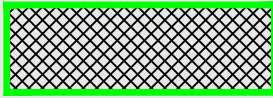
ATTEST:

STEPHEN W. BOEHNING, SECRETARY



LEGEND

- F.I.N.D. = FLORIDA INLAND NAVIGATION DISTRICT
- FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
- COE = ARMY CORPS OF ENGINEERS
- P.B. = PLAT BOOK
- PG = PAGE
- OHW = OVERHEAD WIRES
- O.R.B. = OFFICIAL RECORD BOOK OF MARTIN COUNTY
- R/W = RIGHT OF WAY
- (M) = FIELD MEASURED
- (R) = RECORD MEASUREMENT
- (C) = CALCULATED
- (P) = PLAT DIMENSION
- P.I. = POINT OF INTERSECTION
- CL = CENTERLINE
- P.I.D. = PERMENANT IDENTIFICATION NUMBER
- = WETLAND DELINEATION

-  = MSA 504 B/E (16.6 ACRES UPLANDS)
-  = GOMEZ PARCELS (14.2 ACRES UPLANDS)
-  = GOMEZ ADDITION (2.9 ACRES UPLANDS)

LOCATION MAP

Not to Scale