

Golf Courses
Canals
Waterway Properties
Shoreline Restorations
Dredging
Seawall Restorations

CITY OF MARGATE

RFP NO. 2020-005

SUPPLY AND INSTALLATION

OF

CANAL BANK EROSION TUBING

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Title Page

REQUEST FOR PROPOSALS

DATE: December 4, 2019 **RFP NO. 2020-005**

CLIENT / FIRM

Erosion Barrier Installations, Corp. 8878 SW 59th Street Cooper City FL 33328

<u>Office</u>: 954-680-8603 **Mobile**: 954-650-4556

Contact Person:

Marthinus Le Roux (Marius) - President / Owner



Golf Courses
 Canals
 Waterway Properties
 Shoreline Restorations
 Dredging
 Seawall Restorations

Proposal Signature Form

Between: Proposer

Erosion Barrier Installations, Corp.

8878 SW 59th Street

Cooper City FL 33328

AND

Client

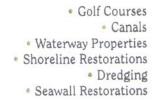
City of Margate
Purchasing Division
City Hall Finance Department
5790 Margate Boulevard
Margate

Margate FL 33063

Date:	Signature:	
		City of Margate

Date: February 3, 2020 Signature: Erosion Barrier Installations, Corp.

8878 SW 59th Street, Cooper City, Florida 33328 Office: (954) 680-8603 * Fax: (954) 680-8602 * Cell: (954) 650-4556 www.erosionbarrier.com





Letter of Transmittal

City of Margate
Purchasing Division
5790 Margate Boulevard
Margate, FL 33063

To whom it may concern,

This transmittal letter is to confirm that we understand the scope of the work involved laid out in this RFP No. 2020-005. We understand the commitment of this project and that all work will be performed to the best of our extensive knowledge and in a timely manner. Please note that EBI, Corp. performed thousands of linear ft. of GEO Textile installations on Lake embankments, Canal embankments, Ponds, Golf courses and many more since February of 2002, and therefore we are considered the best in the industry operating proudly under the correct Class Code 7394 determent by the NCCI (National Compensation Certified Insurance). We have concentrated mainly on GEO Tube installations and 95% PLUS of all projects are based upon GEO-Textile Tubing construction

We understand that the proposal remains in effect for no less than 90 days.

Sincerely,

02-03-2020

Marthinus H. Le Roux - President

Date

Erosion Barrier Installations, Corp.

February 25, 2014

Dear Mr.Le Ruoux

With regard to your inquiry about the specific Workers Compensation class code in which Erosion Barrier Installations employees are classified (7394), below you will find the NCCI Scopes manual that describes workmen in your industry.

SCOPE Code 7394....The classification includes divers and deck hands or other "diving tender" support personnel who assist in diving activities such as line handlers and pump persons. Diving support personnel, be they located on a vessel or on shore, are included within the scope of this classification....

....In the event that both diving and construction work are performed at the same job by the same employee, no division of payroll is permitted and the highest rated classification is used.....

Unfortunately, to classify a worker that is diving in any body of water in any other class code knowingly, could be a misrepresentation that may result in a denial of coverage if an employee were injured or killed.

There are a few methods in determining whether a contractor is classified properly. The FL Dept. of Financial Service has a workers compensation data base that lists governing class codes for all employers in the state of Florida, and this is typically the quickest method of obtaining such information. However I would urge anyone looking for confirmation of class codes to obtain a copy of the employer's insurance policy's rate pages.

Sincerely,

Frank A. Tabino, Jr., C.I.C.

Executive VP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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101	167 W.SUNRISE BLVD, 3RD FLOOR			E-MAIL ADDRES	s: JASOI	N@BBIMI.CO			
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CO	OPER CITY		FL 33328	INSURER					
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N	Margate		FL 33063	AUTHOR	RIZED REPRESE		4.17		
P	Phone Number: (954) 972-6454					4	hura A Jarren	ce	



CERTIFICATE OF LIABILITY INSURANCE

2/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

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	f yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY	LIMIT	S	
A	Contractors Scheduled Equipment			MXI93012203-001124		12/17/2019	12/17/2020	51,804 \$1,000		Limit Deduct	ible
	RIPTION OF OPERATIONS / LOCATIONS / VEHICI allation of erosion barriers.	ES (A	ACORD	101, Additional Remarks Schedu	ile, may b	e attached if mo	re space is requir	red)			
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	City of Margate Public Works Department				THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES EREOF, NOTICE W CY PROVISIONS.			
	5790 Margate Blvd Margate FL 33063				AUTHO	RIZED REPRESE	NTATIVE				

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OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION	V
IN WITNESS WHEREOF, the Offeror he	ereto has executed this Proposal Form thisday of
February, 2020.	
Control of the Contro	Erosion Barrier Installations, Corp.
	Printed Name of Corporation
	State Of Florida
	Printed State of Incorporation
22	At the same of the
	By:
	Signature of President or other authorized officer
(CORPORATE SEAL)	Marthinus H. Le Roux
	Printed Name of President or other authorized
	officer
ATTEST:	8878 SW 59th Street
ATTEST	Address of Corporation
By Mhehara	Cooper City, FL 33328
Secretary	City/State/Zip
MARYSIA LE ROUX	(954) 680 – 8603 Business Phone Number
/	Busiless Filotic Number
County of	(Title) of
EROSION DURRIGE AND	(Name of Company Name) on behalf of the
Corporation, who is personally known to	o me or who has produced
as identification and who did (did not) to	ake an oath.
WITNESS my hand and official seat.	
NOTARY PUBLIC	CLARA R. SILVA-MUÑOZ Notary Public – State of Florida Commission # GG 117287 My Comm. Expires Jun 21, 2021 Bonded through National Notary Assn.
(Name of Notary Public: Print, Stamp, 2	
or type as Commissioned)	

NON-COLLUSIVE AFFIDAVIT

State	of <u>FLORIDA</u>)
Count	y of BROWARD)
Mar	thinus H. Le Roux being first duly sworn, deposes and says that:
(1)	He/she is the <u>Owner / President</u> , (Owner, Partner, Officer, Representative or Agent) of <u>EBI, Corp.</u> the Bidder that has submitted the attached Bid;
(2)	He/she is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
(3)	Such Bid is genuine and is not a collusive or sham Bid;
(4)	Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
(5)	The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
	d, sealed and delivered presence of: By: MARTHINUS H. LE ROYX (Printed Name) PRESIDENT (Title) Notary Public - State of Florida Commission # GG 117287 My Comm. Expires Jun 21, 2021

RFP 2020-005

ACKNOWLEDGMENT

Mariya	
State of County of BRINARS	STH JOBRVAN
The foregoing instrument was acknowledged before	ore me this day of,
2018, by ARTHINUS H- LE 2020 who has produced FORITA DRIVE	as identification and who did (did not) take an
oath. Licence	
WITNESS my hand and official seal.	
NOTARY PUBLIC	CLARA R. SILVA-MUÑOZ Notary Public – State of Florida Commission # GG 117287 My Comm. Expires Jun 21, 2021
(Name of Notary Public: Print, Stamp,	Bonded through National Notary Assn.

or Type as Commissioned)

OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter: SUBMITTED TO: City of Margate (Purchasing Manager) 5790 Margate Boulevard ADDRESS: Margate, Florida 33063 CIRCLE ONE SUBMITTED BY: Erosion Barrier Installations, Corp. (Corporation) NAME: Marthinus H. Le Roux (aka Marius) Partnership ADDRESS:8878 SW 59th Str, Cooper City FL 33328 Individual PRINCIPAL OFFICE: (same as above) Other State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. The correct name of the Offeror is: Marthinus H. Le Roux The address of the principal place of business is: 8878 SW 59th Street, Cooper City, FL 33328 2. If Offeror is a corporation, answer the following: Date of Incorporation: 02/14/2002 State of Incorporation: State Of Florida b. President's name: Marthinus H. Le Roux C. Vice President's name: Marysia Le Roux d. Secretary's name: Marysia Le Roux e. Treasurer's name: N/A f. Name and address of Resident Agent: N/A q.

If Offeror is an individual or a partnership, answer the following:

RFP No. 2020-005

Date of organization: __N/A

3.

a.

b. N	ame, address and ownership units of all partners: N/A
c. S	ate whether general or limited partnership: N/A
	Offeror is other than an individual, corporation or partnership, describe the organization the name and address of principals: $$\rm N/A$$
	Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Name Statute. N/A

- 6. How many years has your organization been in business under its present business name?
 18 Years
 - a. Under what other former names has your organization operated?

Erosion Barrier Installations, Inc.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.

Erosion Barrier Installations, Corp. Document # P02000018871

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

All Solvers of the So
Cont the
(Signature)
State of FORIDA County of BRIVARD
The foregoing instrument was acknowledged before me this
NOTARY PUBLIC

CLARA R. SILVA-MUÑOZ Notary Public – State of Florida Commission # GG 117287 My Comm. Expires Jun 21, 2021 Bonded through National Notary Assn.

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding \$100,000

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The Contractor,	EBI,	CORP.	, certi	fies or	r affirms the truthfulness and accuracy
each statement	of its cer	tification and			. In addition, the Contractor understand
and agrees that	the provi	sions of 31 L	J.S.C. §3801	et seq.	q. apply to this certification and disclosure
if any.					
Signature of Cor	ntractor's	Authorized (Official	_	

Marthinus H. Le Roux - President

Name and Title of Contractor's Authorized Official

Erosion Barrier Installations, Corp.

Date 02/03/2020

STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The undersigned Contractor hereby swears under penalty of perjury that Contractor took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated 2 5 , 20 20
By AH (C) (Signature)
By MARTHINUS H. LE ROLL - PRESIDENT (Name and Title)
STATE OF FORIBA))SS. COUNTY OF BRINARD (THE JEBRUARY, 2020
The foregoing instrument was acknowledged before me this day of, 20, by MARTHINGS H-LE FOUND who is personally known to me or who has produced FORIDA DRIVER LICENSES identification and who did/did not take an oath. WITNESS my hand and official seal, this Hay of PEVARY, 20
(NOTARY SEAL) CLARA R. SILVA-MUÑOZ Notary Public - State of Florida
(Signature of person taking acknowledgment) Commission # GG 117287 My Comm. Expires Jun 21, 2021 Bonded through National Notary Assn.
(Print Name of officer taking acknowledgment)
NOTARY USIN STAVE OF
(Title or rank)
My Commission expires: (Serial number, if any)

Scrutinized Company Certification

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

- (1) This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
 - (2) This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - Have a material business relationship with the government of Sudan or a government- created project involving oil related, mineral extraction, or power generation activities, or
 - · Have a material business relationship involving the supply of military equipment, or
 - Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - Have been complicit in the genocidal campaign in Darfur.
 - (3) This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or
 - Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- (4) This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: Erosion Barri	er Inst	callations, Corp.	_
SIGNATURE:			_
PRINTED NAME: Marthinus H. Le Roux	ζ		
TITLE: President	DATE: _	02/03/2020	_
The scrutinized company list is maintained by the	State Boa	ard of Administration and available	e a

http://www.sbafla.com/

DRUG-FREE WORKPLACE PROGRAM FORM

In accordance with Section 287.087, State of Florida Statutes, 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 for the procurement of commodities or contractual service, 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. In the event that none of the tied vendors has a Drug-free Workplace program in effect, the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

- 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 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 contenders to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States of 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 convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER:

DATE: 02/03/2020

EXHIBIT B - RFP 2020-005

PROPOSAL FORM

SUPPLY AND INSTALLATION OF CANAL BANK EROSION TUBING

The rates for each service shall be based on providing the services and materials as per Exhibit A - Scope of Services.

Price proposal shall be broken down to indicate the cost for installation of the 1st layer and installation of the 2nd and all higher layers.

Including mobilization, materials, labor and all incidentals, what cost <u>per linear foot</u> will your firm charge for the following:

12.5' Circumference Tubes

SERVICE TO BE PERFORMED	TOTAL PER LINEAR FOOT		
Installation of the 1st layer (Price to be given per linear foot)	\$25.00 / ft		
Installation of the 2 nd and all higher layers (Price to be given per linear foot) 3rd layer and higher	23.00 / ft \$21.00 / ft		
Grand Total	\$69.00 / ft		

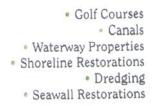
Note 7.5' Circumference Tubes

Please see attached Proposal

Proposer's Name: Erosion Barrier Installations, Corp.

Proposer's Signature:

Date: 02/03/2020





TO:

City of Margate State of Florida

5790 Margate Boulevard, Margate, FL 33063

DATE:

February 3, 2020

ATTN:

Purchasing Division

SUBJECT:

PROPOSAL - ACCEPTANCE

RFP NO. 2020-005 SUPPLY AND INSTALLATION OF CANAL BANK EROSION TUBING

12.5' Circumference Tubes

For the unit price of \$25.00 / linear ft. EBI, Corp. will provide all labor, materials and equipment to install the 1st layer of our 404 woven GEO-textile tubing.

For the unit price of \$23.00 / linear ft. install a 2nd layer of our 6oz non-woven GEO-textile tubing.

For the unit price of \$21.00 / linear ft. install a 3rd layer (and all higher levels - if needed) of our 6oz non-woven GEO-textile tubing.

7.5' Circumference Tubes

For the unit price of \$19.00 / linear ft. EBI, Corp. will provide all labor, materials and equipment to install 2nd layers (and all higher layers) of our 6oz non-woven GEO-textile tubing.

Please note that 7.5' Circumference Tubes is only used as 2nd and 3rd layer applications. As a 2nd layer it will be installed on a 12.5' circumference tube and as a 3rd layer be installed on two 12.5' circumference tubes. In both instances it will be for backfilling purposes.

Sodding of completed GEO-tube construction

For the unit price of .48c / sq. ft. EBI, Corp. will provide all sod, delivered and installed with good access toward tube construction.

Additional wheelbarrow work due to limited access will be an additional .10c / sq. ft. of sod installed.

Sodding staples required for securing first layer of sod on tubing - .15c per staple (\pm 2 staples per linear ft. required)

Erosion Barrier Installations, Corp. **payment schedule and terms** is a 50% down payment for mobilization and materials, thereafter progress payments for work completed as described in RFP No. 2020-005 (Attached samples of invoices).

Our ultimate goal is to accomplish the following:

- Prevent Erosion of canal banks
- Improve aesthetics and grade of canal banks
- Remove and recycle canal sediment
- Improve quality of storm water utility operations

NOTE: EBI, Corp. can now install GEO-Textiles via a **watertight 18-yard container** that is mounted on a double axel trailer with a roll-off hoist. This becomes very handy for canal areas and ponds where sand is not available for dredging purposes as well as limited access through properties for boat launching purposes, therefore sand can be hauled in, lauded into the container and we pump the sand back to the areas where GEO-tubes gets installed.

*Please note the above method has additional cost due to sand delivery and machine rental for loading purposes.

Date:		Signature:
		City of Margate
Date:	February 3, 2020	Signature:
		Erosion Barrier Installations, Corp.



Sample I

Golf Courses
Canals
Waterway Properties
Shoreline Restorations
Dredging
Seawall Restorations

Boca West Master Association, Inc. 20540 Country Club Blvd, Suite 105 Boca Raton FL 33434

Attn: Lawson Turner

Invoice

Invoice Number 19-08 Invoice Date: October 2, 2019

BWMA LAKE EMBANKMENT EROSION PROJECT 2019

TOTAL CONTRACT AMOUNT	\$290,716.10
<u>Less</u> 50% Down payment received for materials, mobilization and demobilization – Thank you	\$145,358.05
50% Partial / Progress Payment of remainder	
TOTAL AMOUNT NOW DUE	\$ 72,679.02



Sample II

Golf Courses
Canals
Waterway Properties
Shoreline Restorations
Dredging
Seawall Restorations

Boca West Master Association, Inc. 20540 Country Club Blvd, Suite 105 Boca Raton FL 33434

Attn: Lawson Turner

Final Invoice

Invoice Number 19-10 Invoice Date: October 23, 2019

BWMA LAKE EMBANKMENT EROSION PROJECT 2019

Completion of Project

TOTAL CONTRACT AMOUNT	\$290,716.10
<u>Less</u> 50% Down payment received for materials, mobilization and demobilization – Thank you Progress payment received – Thank you	\$145,358.05 \$ 72,679.02
TOTAL AMOUNT NOW DUE	\$ 72,679.03

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: EROSION BARRIER INSTALLATION CORP

Receipt #:324-7842
LAWN MAINTENANCE/LANDSCAPE
Business Type: (EROSION CONTROL)

Owner Name: MARTHINUS H LE ROUX

Business Location: 8878 SW 59 ST

COOPER CITY

Business Opened:08/30/2002 State/County/Cert/Reg:

Exemption Code:

Business Phone: 954-680-8603

Rooms

Seats

Employees 4

Machines

Professionals

		For	Vending Business Only	у		
	Number of Machines: Vending Type:					
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

MARTHINUS H LE ROUX 10400 SR 84 # 105 DAVIE, FL 33324

Receipt #03C-18-00007155 Paid 08/07/2019 33.00

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAY RECEIPT



ANNE M. GANNON CONSTITUTIONAL TAX COLLECTOR Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353 www.pbctax.com Tel: (561) 355-2264

LOCATED AT

8878 SW 59TH STREET COOPER CITY, FL 33328

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL#
81-0179 SILT FENCE INSTALLATION	EROSION BARRIER INSTALLATIONS CORP		B19.557483 - 07/15/19	\$33.00	B40113121

B2 - 257

This document is valid only when receipted by the Tax Collector's Office.

EROSION BARRIER INSTALLATIONS CORP EROSION BARRIER INSTALLATIONS CORP 8878 SW 59TH ST COOPER CITY, FL 33328-5130

STATE OF FLORIDA PALM BEACH COUNTY 2019/2020 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200503729 **EXPIRES: SEPTEMBER 30, 2020**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

CITY OF COOPER CITY, FLORIDA LOCAL BUSINESS TAX RECEIPT

P.O. Box 290910, Cooper City, Florida 33329

Permit Year: 10/01/2019 through 09/30/2020

Issued to: EROSION BARRIER INSTALLATIONS, CORP

8878 SW 59 STREET

COOPER CITY, FL 33328

Certification Type: Certification #:

Category

HOME BUSINESS

Address:

EROSION BARRIER INSTALLATIONS, CORP.

TAX RECEIPT #: 20-00003182

8878 SW 59 STREET

COOPER CITY, FL 33328

Tax Receipt #: 20-00003182

Date Issued:

08/23/2019

Business HOME Fee

HOME BUSINESS

\$0.00 \$0.00

\$0.00

0.00

TOTAL PAID

\$50.00

POST IN A CONSPICUOUS LOCATION

This tax is levied for the privilege of doing business within Cooper City and is non-regulatory in nature. This Business Tax Receipt MUST be transferred by transfer request presented to this office when the business is sold, business name has changed or you have moved the business location. This tax MUST be paid and this receipt RENEWED each year until you provide this office with

Date: 01/31/2020

BUILDING DEPARTMENT

No: 2878

6001 NORTH AIA, INDIAN RIVER SHORES, FL 32963

(772) 231-4453

LOCAL BUSINESS TAX RECEIPT

Tax Year October 1, 2019 to September 30, 2020

Business Address:

8878 SW 59TH STREET

COOPER CITY, FL 33328

Total Paid:

\$50.00

Business Type:

Issued To:

Erosion Barrier Installation

EROSION BARRIER INSTALLATIONS, CORP.

MARTHINUS H. LE ROUX 8878 SW 59TH STREET COOPER CITY, FL 33328

DISPLAY LOCAL BUSINESS TAX AT PLACE OF BUSINESS

PENALTIES WILL ACÇRUE AFTER SEPTEMBER 30 (NON-TRANSFERABLE)

Manpower

Marthinus H. Le Roux - 100 % Shareholder / Owner

Marine Engineer

Class III - 50m Air Commercial Diver

Bachelors Degree in Ocean Engineering and Technology. Experience in same industry, 24

years.

Riaan Muller - Supervisor / Diver

3 Years' experience - EBI, Corp.

EBI, Corp. Qualified and Trained

OSHA - Operation Safety Trained with daily Commercial diving operations safety checklists

Michael Straw - Commercial Diver

3 Years' experience – EBI, Corp.

Depth Recovery Unit - South Africa

Qualified Commercial Diver

Certified Kirby Morgan dive systems Helmet and

Band Mask operator

Jose del Cueto - Profiler and Tender

4 Years' experience - EBI, Corp.

EBI, Corp. Qualified and Trained

Profiler and Dive Tender

DESCRIPTION OF FIRM

Founded on the premise of hard work and environmental due diligence, we are successful because we believe we are only as good as our last installation and we settle for nothing less.

Customer satisfaction continues to be our number one priority. We take the time to meet with each client, to identify your needs and devise an innovative and effective solution to your erosion control challenges; both in Florida and throughout the Southeastern United States. As an experienced erosion contractor, we also know that communication and keeping our clients well-informed is the key to their contentment!

Our specialized teams of installers have many years of experience in erosion prevention and repair. Whether you are at risk of losing a prestigious golf course due to pond erosion, your canal is suffering from bank erosion, you are in danger of losing valuable shoreline, or much needed marine dredging, our GEO-tube provides a cost effective, environmentally sensible, aesthetic solution.

Our environmentally responsible approach ensures proper installation in environmentally sensitive areas. We take the time to ensure aquatic plants are not disturbed during installation.

Lastly, we understand many of our clients require both professionalism and quality service in conducting business. We're proud of our personnel; both in how they operate and professionally present themselves. We are punctual, maintain a clean job site and will leave you with a quality product.

Erosion Barrier Installations, Corp. provides alternative erosion prevention and restoration services along shorelines and waterways throughout Florida and the Southeastern United States. We have dedicated our time and resources to innovatively overcome the existing erosion challenges that continue to harm the environment. This environmental sensitive approach to shoreline erosion control and prevention ensures that our erosion barrier installations protect your most valued asset; your land, while also improving water quality in lakes, ponds, and canals.

At Erosion Barrier Installations, Corp. it is our extensive knowledge in erosion prevention, erosion restoration, and erosion control that allows us to develop site-specific solutions for erosion repair and land sustainability. We understand the erosion process and the key factors that contribute to erosion, which enables us to develop cost efficient solutions to repair and restore your land.

We have adopted a personal approach to our business practice and stand behind our product and installation. We meet with each potential client to discuss your needs and provide you with a fair, honest and no obligation quote.

Erosion Barrier Installations, Corp. is Florida's leading erosion prevention and barrier installation service provider and we invite you to learn more about us!

- What is the average number of personnel assigned to each job site?

We assign 3 to 4 employees to each job site.

- Will you at all times during hours of operation have trained and knowledgeable supervisory personnel on each job site who will be able to effectively communicate with City personnel regarding the operation should the need arise?

EBI, Corp. will have fully qualified personnel and supervision at all times during hours of operation. Owner and Supervisor will be available at all times to City personnel during GEO-Tube construction.

Owner / Marius (954) 650 4556

Supervisor / Riaan (772) 872 2409

- Supply a complete list of all equipment (rented, leased or owned) to be utilized in the execution of this contract and where the equipment is located.

Please see attached sheet for List of Equipment

Equipment Location:

10050 NW 46th Street, Unit 10050

Sunrise, FL 33351

- Are your vehicles clearly identifiable by company name and logo?

Yes, all our vehicles are clearly identifiable with decals printed on all back windows. Crews are also identifiable by wearing company Logo uniforms / T-shirts.

- Describe the measures that your firm will put in place to ensure that no harmful chemicals or substances will be introduced into the water supply.

By using environmentally friendly Hydraulic oil in our Hydraulic equipment and submersible pumps we limit the exposure of harmful chemicals / substances to the water. Turbidity screens will be placed to beacon off work areas. Suction Diaper Rags is always available on site in case oil spills occur.

- How many years has your company been providing this type service?

Since 2002

FIRM SIZE

EBI, Corp. have successfully installed GEO-Tubes (textiles) in various conditions over the past 12 years. We have run 2/3 full time crews over the past 12 years and presently own 3 boats with different rigging applications to adjust to any conditions and erosion projects that might occur.

EBI, Corp. is also the **Proud Founder** of the Tilapia fish problem that occurred in December of 2003. We addressed the issue promptly in conjunction with our manufacturer and have successfully installed the Filter-weave 402 Woven GEO-Textile tube to eliminate damage that could be caused by Tilapia Fish to non-woven products.

EBI, Corp. is also the **Very Proud Founder and Designer** of the 3 in 1 sewn GEO-Textile tube. We install this tube to create 4 to 1 slope, which are City and County Code requirements in a lot of areas.

It took 2 years of different sewing methods and tests to finally the perfect solution of a 4 to 1 slope GEO-Tube. We are proud to have the patent rights of this sewing method.

EBI, Corp. can now install GEO-Textiles via a **watertight 18-yard container** that is mounted on a double axel trailer with a roll-off hoist. This becomes very handy for canal areas and ponds where sand is not available for dredging purposes as well as limited access through properties for boat launching purposes, therefore sand can be hauled in, lauded into the container and we pump the sand back to the areas where GEO-tubes gets installed.

*Please note the above method has additional cost due to sand delivery and machine rental for loading purposes.

EQUIPMENT AND MANPOWER LISTING

Equipment

Currently EBI, Corp. own 3 boats with different rigging applications to adjust to any conditions and erosion projects.

19' Carolina Skiff Boat with a Diesel Perkins power-pack / unit (discharge distance capabilities 1,000 linear ft.)

17' Carolina Skiff Boat with 26hp Kohler Gas power-pack / unit (discharge distance capabilities 1,000 linear ft.)

Both the above rigs are completely rigged with 6" submersible pumps and suction hoses for faster dredging capabilities. These two units move material and solids very efficiently due to the 6" conversion.

16' Carolina Skiff Boat with 25hp Kohler Gas power-pack / unit (discharge distance capabilities 400 - 500 linear ft.)

This unit is completely rigged with a 4" submersible pump and suction hoses for dredging in more confined and limited spaces. This unit is also used where access and launching into canals and waterways is limited.

All related Commercial Diving equipment including 3 Kirby Morgan Diving helmets with annual certified inspection and servicing.

3 Commercial Diving compressors with specialized oils and related filters, with 3 AMRON Commercial Diving underwater communication systems.

2 Heavy Duty Pick-up Trucks for mobilization and transporting purposes.

All miscellaneous tools related to above equipment.

Additional to our fleet of equipment

EBI, Corp. can now install GEO-Textiles via a watertight 18-yard container that is mounted on a double axel trailer with a roll-off hoist. This becomes very handy for canal areas and ponds where sand is not available for dredging purposes as well as limited access through properties for boat launching purposes, therefore sand can be hauled in, lauded into the container and we pump the sand back to the areas where GEO-tubes gets installed.

*Please note the above method has additional cost due to sand delivery and machine rental for loading purposes.

SERVICES INCLUDE

Shoreline restorations

Erosion barrier installations (GEO-Tubes) woven and non woven on Golf Courses, Ponds, Lakes, Canals and Waterway properties

Pipe inspections and Culvert cleaning (removing of sediment as deep as 2000 ft.)

Retaining and Seawall restorations

Dredging

Jetting and installation of pilings for seawall or dock purposes

General Commercial Dive work and Inspection dives

RANGE OF ACTIVITIES

EBI, Corp. has successfully conducted business (to name only a few) with companies such as:

- Boca West Master Association
- City of Miramar (2017, 2018 and 2019 ±100 canal residential properties)
- Town of Indian River Shores
- Parker Lakes H.O.A.
- The Bonita Bay Group
- Venice Golf & Country Club
- Plantation Golf & Country Club

and including

- The City of Margate (successfully completing two NRCS projects and more)

MATERIAL

First layer of use:

EBI will install our woven GTF 404 / GFM 404 a woven monofilament polypropylene fabric. It's design for long term performance in problematic soil or site conditions to ensure clogging resistance and soil retention in erosion control and drainage applications. Attached a copy of the Technical sheet from our manufacturer.

Second layer of use and above:

The Erosion Barrier Fabric used in this application is GFNW-6 (6 oz) manufactured from Polypropylene staple fiber. GFNW-6 is inert to biological degration & resist naturally encountered chemicals, alkalis and acids. Attached a copy of our manufacturer's technical sheet.



Product Data Sheet GFM-404

Midwest Construction Products GFM404 is a woven monofilament geotextile made of 100% polypropylene. Midwest Construction Products' GeoForce line of Geotextiles are designed for superior performance and cost effective filtration, separation, drainage, reinforcement and erosion control. GeoForce M404 resists ultraviolet deterioration, rotting, biological degradation, naturally encountered basics and acids. Polypropylene is stable within a pH range of 2 to 13. GFM404 conforms to the physical values listed below:

Property	Test Procedure	Metric		Engl	ish
		MARV		MARV	
Grab Tensile Strength (W/F)	ASTM D-4632	1780 / 1402	N	400 / 315	lbs
Wide Width Tensile (W/F)	ASTM D-4595	43.8 / 40.3	kN/m	250 / 230	lbs/in
Grab Elongation	ASTM D-4632	15 / 15	%	15 / 15	%
Trapezoid Tear	ASTM D-4533	668 / 704	N	150 / 165	Ibs
CBR Puncture	ASTM D-6241	5118	N	1150	lbs
UV Stability (500 hrs).	ASTM D-4355	90	%	90	%
Permittivity	ASTM D-4491	0.900	sec -1	0.900	sec ⁻¹
Water Flow Rate	ASTM D-4491	2852	lpm/m ²	70	gpm/ft ²
A.O.S.	ASTM D-4751	0.425	mm	40	U.S. Sieve
Percent Open Area	CW02215	1	%	1	%
Property	Test Procedure	Meti	ric	Eng	lish

Property	Test Procedure	Metric		English	
		Typical	11	Typical	
Weight	ASTM D-5261	271	g/m ²	8.0	oz/yd ²
Thickness	ASTM D-5199	0.889	mm	35	mils

Packaging		Metric	English			
	Area	Width	Length	Area	Width	Length
Roll Sizes	418 m ²	4.57m	91.4m	500 yd ²	15'	300'

NOTES:

Mullen Burst ASTM D3786 removed. Not recognized by ASTM D35 on Geosynthetics.

This information is provided for reference purposes only and is not intended as a warranty or guarantee. Midwest Construction Products assumes no liability in connection with the use of this information.

Call for more information: (800) 532-2381 www.gabionbaskets.net | www.migwestconstruct.com



[•] Puncture ASTM D4833 is not recognized by AASHTO M288 and has been replaced with CBR Puncture ASTM D6241.



Product Data Sheet GFNW-6

Midwest Construction Products GFNW-6 is manufactured from Polypropylene staple fiber. The fibers are randomly oriented and form a cohesive / stabilized needle punched fabric for use in many applications, such as stabilization, filtration, permanent erosion control, etc. This fabric has been UV stabilized and is resistant to commonly encountered chemicals, mildew and insects found in soil.

Property	Test Procedure	Metric		English	
		MARV		MARV	
Grab Tensile Strength	ASTM D-4632	734	N	165	lbs
Grab Elongation	ASTM D-4632	50	%	50	%
Trapezoid Tear	ASTM D-4533	289	N	65	lbs
CBR Puncture	ASTM D-6241	1780	N	400	lbs
UV Stability (500 hrs).	ASTM D-4355	70	%	70	%
Permittivity	ASTM D-4491	1.5	sec -1	1.5	sec ⁻¹
Water Flow Rate	ASTM D-4491	4482	lpm/m ²	110	gpm/ft ²
A.O.S.	ASTM D-4751	0.180	mm	80	U.S. Sieve

Property	Test Procedure	Metric		English	
		Typical		Typical	
Weight	ASTM D-5261	204	g/m ²	6.0	oz/yd ²
Thickness	ASTM D-5199	1.905	mm	75	mils

Packaging		Metric			English		
	Area	Width	Length	Area	Width	Length	
Roll Sizes	418 m ²	3.81m	109.7m	500 yd ²	12.5′	360′	
	418 m ²	4.57m	91.4m	500 yd ²	15'	300′	

NOTES:

Mullen Burst ASTM D3786 removed. Not recognized by ASTM D35 on Geosynthetics.

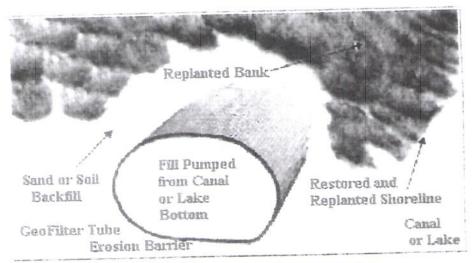
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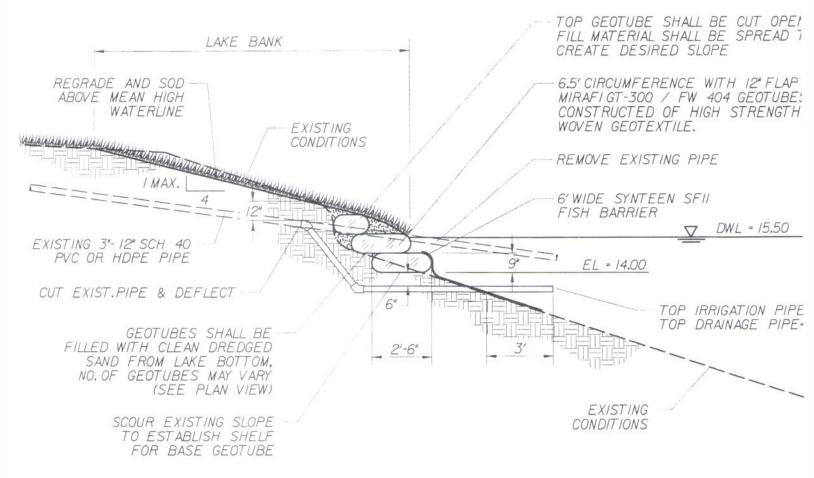


Restoration & Protection of Eroding Lake or Canal Shorelines

STANDARD MATERIAL SPECIFICATIONS* *Other weights available for large diameter GeoFilter Tubes™

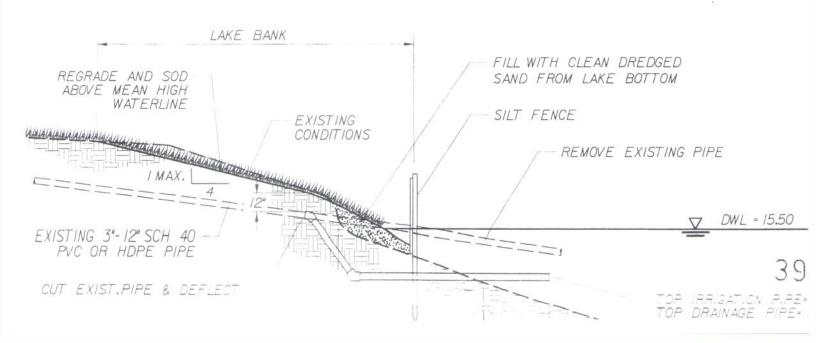
PROPERTY	TEST METHOD	UNITS	VALUE 451	
MECHANICAL				
Grab Tensile Strength	ASTM D-4632	lbs.	TYPICAL 135	MARV 120
Grab Elongation	ASTM D-4632	96	TYPICAL 56	MARV 50
Puncture Strength	ASTM D-4833	lbs.	TYPICAL 90	MARV 70
Mullen Burst	ASTM D-3786	psi.	TYPICAL 290	MARV 240
Trapezoidal Tear	ASTM D-4533	lbs.	TYPICAL 60	MARV 50
HYDRAULIC				
Apparent Opening Size (AOS)	ASTM D-4751	US Sieve	TYPICAL 100	MARV 70
Permiittivity	ASTM D-4491	sec	TYPICAL 1.90	MARV 1.50
Permeability	ASTM D-4491	cm/sec	TYPICAL 0.29	MARV 0.22
Water Flow Rate	ASTM D-4491	gpm/ft	TYPICAL 140	MARV 120
ENDURANCE				
UV Resistance	ASTM D-4355	%ret@500 hrs.		MARV 70

SAMPLE



LAKE BANK STABILIZATION DETAIL (GEOTUBE INSTALLATION)

NOT TO SCALE





Midwest Construction Products Corp.

17370 Alico Center Road Fort Myers, Fl 33912 (239) 432-2812 (239) 432-2817 Fax www.midwestconstruct.com

Mr. Marius LeRoux Erosion Barrier Installations 954-680-8603

2/28/14

Dear Marius,

Please see attached warranty from Thrace Linq, the manufacturer that we use to fabricate your tubes. If your customer has any questions, please contact me and we'll clarify any questions.

Regards,

Steve Burmeister

MCPC

JEF THRACE

REMIT TO: THRACE-LINQ INC. PO Box 204095 DALLAS TX 75320-4095 US

ACCEPTANCE

No acknowledgement by Seller of, reference by Seller to, or performance by Seller under any order submitted by Buyer shall be deemed to be an acceptance of Seller of any terms or conditions contained in such order that are in addition or contrary to these Terms and Conditions. Any acceptance by Seller of any oral or written order from Buyer is subject to and includes these Terms and Conditions and is expressly conditioned upon Buyer's assent to any terms and conditions of sale herein which are in addition to or different from any terms and conditions contained in any order of communication submitted by Buyer. Except as expressly provided below, no order may be changed or cancelled by Buyer after acknowledgement by Seller without Seller's written consent, and Seller reserves the right, in its sole discretion, to approve any order cancellations or changes. If changes or cancellations are accepted, a change or cancellation fee may be charged to Buyer in accordance with Seller's then current change and cancellation policy. No order may be returned by Buyer without Seller's written consent, and any products returned to Seller are subject to a minimum restocking fee of 20% of the original purchase price of such returned products.

Unless otherwise specified in the invoice or a written sales contract between the parties, the payment terms for each invoice shall be net 30 calendar days from the date of such invoice, without deduction, withholding, or setoff. If payment is not received by Seller by the due date, interest shall begin to accrue and be payable by Buyer at a rate equal to the higher of the invoice rate or the legal rate applicable in South Carolina. Buyer shall make all payments in United States

DELIVERY; TRUCKS AND CARS

Products will be delivered to the carrier designated by Buyer from time to time F.O.B. shipping point. Buyer shall be responsible for shipping costs, and any shipping costs paid by Seller shall be invoiced to Buyer and paid in accordance with the payment terms set forth herein. Any date nominated by Seller for delivery is intended as an estimate only and the Seller shall not be liable for any loss or damage whether arising directly or indirectly from delays in delivery. Buyer agrees to unload trucks or railroad cars furnished by Seller within the free time specified by tariffs on file with applicable regulatory bodies and to pay any charges resulting for its failure in this regard. Buyer assumes full responsibility for use and condition of trucks and cars while in buyer's possession.

Any tax, excise or other governmental charge imposed upon the production, sales or transportation of any material sold hereunder which Seller may be required to pay, shall be paid by Buyer to Seller in addition to the purchase

If the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, advance cash payment or satisfactory security shall be given by Buyer upon demand by Seller, and shipments may be withheld until such payment or security is received.

Risk of loss shall pass to Buyer upon delivery to carrier or into Buyer's transport unless otherwise agreed upon.

SECURITY INTEREST; TITLE

Purchaser grants to Seller a security interest in all products delivered hereunder to secure Purchaser's payment obligations and all other obligations of Buyer in connection with the sale of the products. Buyer authorizes Seller to prepare and file financing statements for such products under the Uniform Commercial Code and agrees to execute and deliver any security agreements or other documents reasonably necessary to perfect or maintain such security interest. Title to products delivered hereunder shall pass to Buyer upon Seller receiving payment in full of the amounts due for such products under any invoices.

SAMPLING AND TESTING

Buyer shall make an examination and test of any material delivered hereunder immediately upon receipt, and failure of Buyer to give notice of any claim within ten (10) days after the receipt of such product shall be deemed an unqualified acceptance of said product.

WARRANTY

Seller warrants that the products sold hereunder conform to Seller's standard specifications for the products. Defective or nonconforming products shall be replaced by Seller without any additional charge, or, in lieu thereof, if Seller elects, Seller may, upon return of the products at Seller's expense, refund the purchase price. Buyer's remedies shall be limited solely to replace pent of defective or nonconforming products or, at election of Seller, to return of the products and repayment of the purchase price. Any course of dealing between the parties to the contrary notwithstanding, any claim by Buyer shall be deemed waived unless presented in writing to Seller within ten (10) days from the date of receipt of the products to which such claim relates.

DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCTS, ARE SPECIFICALLY DISCLAIMED.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary herein, Seller shall not be liable for any incidental, indirect, consequential, special, exemplary, or punitive damages including but not limited to a loss of sales, profits, or goodwill, whether as a result of a breach of contract, breach of warranty, or tort (including negligence or strict liability). Buyer assumes all risk and liability for loss, damage or injury to the person or property of Buyer or others arising out of use or possession of any product sold hereunder, whether used alone or in combination with other substances or in any process.

FORCE MAJEURE

No liability shall result to either party from delay in performance or non-performance caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, flood, war, accident, labor trouble, shortage of or inability to obtain products, equipment or transportation, or compliance with any regulation, direction or request made by governmental authority or person purporting to act therefore. If, by reason of any such causes, supplies of any product deliverable hereunder or of crude petroleum or other products from which it is derived from any of Seller's then existing sources of supply, are curtailed or cut off, Seller's obligation hereunder during such curtailment or cessation shall at its option be reduced to the extent necessary in Seller's sole judgment to apportion fairly among its customers, whether under contract or not, such product then in storage and such quantity as may be received in the ordinary course of business from any other source of supply for Seller's business and Seller shall not be required to increase its taking from such sources of supply or to purchase such product to crude petroleum or other products from which it is derived to replace the supplies so curtailed or cut off. Deficiencies in deliveries hereunder due to any such cause shall be cancelled from the contract with no liability to either party thereof. For the purpose of this article, "Seller" shall be deemed to include Seller's supplier and any subsidiary or affiliated company of Seller.

MISCELLANEOUS

No modification hereof shall be effected by the acknowledgment or acceptance of purchase order forms containing terms and conditions at variance with those set forth herein. In the event there is an executed written sales contract in effect between Buyer and Seller covering this purchase, the terms and conditions of that contract shall prevail over any conflicting term of this invoice. These terms and conditions shall be governed by and construed in accordance with the laws of South Carolina, without regard to principles of conflicts of law that would require the application of the law of any other jurisdiction. Seller and Buyer hereby consent to the jurisdiction of the state and federal courts of the State of South Carolina and expressly waive any objection to any such proceedings based on improper venue or forum non conveniens. In the event that Seller is forced to take legal action to enforce Buyer's obligations under the terms herein, Seller shall be entitled to recover from Buyer a reasonable attorneys' fee together with all costs and expenses of such action. The failure of a party to insist in any one or more instances upon the performance of any provisions set forth herein shall not be construed as a waiver or relinquishment of such party's rights to future performance of such provision, and the other party's obligation in respect of such future performance shall continue in full force and effect. If any term, clause, word, condition, provision or agreement contained herein shall be held invalid, void or unenforceable, then the remainder thereof shall remain in full force and effect, and the invalid, void or unenforceable term, clause, word, condition, provision or agreement shall be reformed to the extent possible in order to give its intended effect and/or meaning so long as the economic or legal substance of these Terms and Conditions is not affected in any manner materially adverse to any

party. The headings in these Terms and Conditions are for reference only, and shall not affect the interpretation of the Terms and Conditions.



Golf Courses
 Canals
 Waterway Properties
 Shoreline Restorations
 Dredging
 Seawall Restorations

WARRANTY

EROSION BARRIER BAG (GEO-Tube)

City of Margate
Purchasing Department
5790 Margate Boulevard
Margate
FL 33063

Erosion Barrier Installations, Corp. (EBI, Corp.) fully warrantees the Erosion Barrier Bag installed by EBI, Corp. as follows.

Our product is guaranteed for up to 20-years in direct sunlight, provided that it is properly sodden and maintained after installation.

Any act caused by nature such as Hurricanes, Tornadoes ext. causing catastrophic damage to the Barrier Bag is not covered by our warrantee.

Physical mechanical damage to the Barrier Bag caused by man or equipment is not covered by our warranty.

Marthinus H. Le Roux – President Erosion Barrier Installations, Corp.

FREQUENTLY ASKED QUESTIONS

How long does it take to fill the Erosion Barrier Bag (Tube)?

Normally, a minimum of 100-150 feet of bag can be filled in one day. However, available material in lake, pond, canal or body of water can affect the time it takes to fill the tubes.

How big is the Erosion Barrier Bag?

In most applications we use a 7.5 ft. circumference tube, 12.5 ft. circumference tube, or we can customize any desired size (if applicable).

Can lost embankment or shoreline be gained back?

Most certainly. We can restore all the eroded area in length, width and height, and create any desired slope.

How long does it take the sod to root into the Erosion Barrier Bags?

Approximately 2 weeks for sod to root into the bags.

Will the Erosion Barrier Bag act as a filter system?

The installed erosion bag (tube) will filter all rainwater or irrigation run off from any chemicals or fertilizer keeping your water bodies clean and environmentally friendly.

How long does the Erosion Barrier Bag last?

We warranty the bag for 20 years, provided that it is properly laid with sod or planted with other vegetation. A copy of our warranty will be issued at your request.

What is the typical duration of the erosion barrier installation/construction phase?

Depending on material availability and the linear feet of installation we can install between (\pm) 250 – 800 linear feet per day. With optimal conditions and materials, the average duration of erosion barrier installation is approximately 400 linear feet/day.

Boca West Master Association, Inc.

20540 Country Club Boulevard, Suite 105 • Boca Raton, Florida 33434-4202 Telephone (561) 488-1598 • Fax: (561) 487-5531 Landscape/Maintenance Dept. - (561) 479-3772 / Fax: (561) 488-7039

3/3/14

To Whom It May Concern,

Please accept this letter as my professional endorsement of Erosion Barrier, Marthinus LeRoux-owner, as an outstanding vendor.

Since our earliest involvement with Erosion Barrier during the summer of 2000, I have found their workmanship to be outstanding and the staff to be extremely professional throughout every phase of our lake bank restoration projects. This restoration work continues today and will go on for the next few years.

In addition to lake bank restoration, we have called upon Erosion Barrier to perform several other non-lake bank assignments, i.e. culvert cleaning.

Erosion Barrier has consistently achieved positive results and is an exemplary vendor of Boca West Master Association.

It is without reservation or hesitation that I recommend Erosion Barrier. If you would like to speak with me personally I can be reached at: 561-479-3772.

Cordially,

H. Lawson Turner

Director Landscape and Maintenance Operations

Down Turner

The Venice Golf & Country Club Master Association, Inc.

256 Venice Golf Club Drive Venice, Florida 34292 941-496-8482 Fax: 941-497-1232

February 28, 2014

To Whom It May Concern:

This is to recommend the services of Erosion Barrier Installations Corporation (EBI) who has performed several projects and Geo-Tube installation/construction for The Venice Golf & Country Club beginning in 2007. We have met with other companies that perform this type of work and did not feel that they came even close to EBI in comparison.

Their level of professionalism and work ethics is unmatched in this industry. The quality of work is first class. They have always been kind and courteous to our inquisitive residents while staying on task. They also keep our office fully informed of the progress.

In all the work and construction performed by EBI, we have never encountered any defects or failure to date; and we are extremely satisfied with their services.

Please feel free to contact us if we can assist you further.

Sincerely.

The Venice Golf & Country Club Master Association, Inc.

Barbara Jean Thomas, Manager

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

RFP NO. 2020-005 SUPPLY AND INSTALLATION OF CANAL BANK EROSION TUBING

I acknowledge receipt of Addendum No. 1 for RFP NO. 2020-005, Supply and Installation of Canal Bank Erosion Tubing. This addendum contains two (2) pages. Please include the original of this form in your bid submission.

Company Name: Erosion Bo	arrier I	nsta	llations	C	orp.	_
Address: 8878 5w 59th	Street	Coop	er City	FL	3337	28
Name of Signer: MARTHINUS (please print) Signature:	H. LE	Rous		te: <u></u>	2-05-	20
Telephone: 954 - 680 - 8603	Fac	simile: 9	54-680	- 81	602	_
Please fax your completed purchase@margatefl.com.	form to	(954)	935-5258	or	e-mail	to
Wylene Sprouse						
Wylene Sprouse, CPPB Purchasing Supervisor 01/31/20						

The RFP submission deadline has been extended. The new submission deadline is Thursday, February, 13, 2020 at 11:00 A.M., local time. Questions received less than 7 days prior to the new date for opening of bids may not be answered.

NOTE: The original of this form must be included with your bid submission.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 2

RFP NO. 2020-005 SUPPLY AND INSTALLATION OF CANAL BANK EROSION TUBING

I acknowledge receipt of Addendum No. 2 for RFP NO. 2020-005, Supply and Installation of Canal Bank Erosion Tubing. This addendum contains five (5) pages. Please include the original of this form in your bid submission.

Company Name: Erosion Barrier Installations, Corp.
Address: 8878 5W 59th Street, Cooper City, FL 33328
Name of Signer: MARTHHOUS H. LE ROUX (please print) Signature: Date: 02-07-20
Telephone: 954-6808603 Facsimile: 954-6808602
Please fax your completed form to (954) 935-5258 or e-mail to purchase@margatefl.com .
There are no other changes at this time. The submission deadline remains 11:00 A.M., Thursday, February 13, 2020, local time. Questions received less than 7 days prior to the date for opening of bids may not be answered.
NOTE: The original of this form must be included with your bid submission.
Wylene Sprouse
Wylene Sprouse, CPPB Purchasing Supervisor 02/07/20