

**BID FORM**

To: City of Key West, Florida  
Address: 3126 Flagler Avenue, Key West, Florida 33040  
Project Title: **MOORING FIELD ANCHOR HEAD REPLACEMENT  
CITY MARINA at GARRISON BIGHT**  
Project No.: ITB #17-001

Bidder's person to contact for additional information on this Bid:

Company Name: American Underwater Contractors, Inc  
Contact Name & Telephone #: David Foster 561-371-6510  
Email Address: AUCfoster@aol.com

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents, that he has personally inspected the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents. See Supplementary Conditions for all coverage requirements.

| Type of Insurance             | Limits                              | Comments  |
|-------------------------------|-------------------------------------|---|
| Commercial General Liability  | \$1,000,000                         | The proposers may have these coverages combined in 1 policy |
| Watercraft Liability          | \$1,000,000                         |   |
| Business Automobile Liability | \$1,000,000                         |   |
| Workers' Compensation         | Statutory                           |   |
| Employers Liability           | \$1,000,000/\$1,000,000/\$1,000,000 |   |
| USL&H and Jones Act Coverage  | \$1,000,000                         |   |

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within sixty (60) calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$200.00** per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, \_\_\_\_\_, \_\_\_\_\_. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE WORK ITEMS

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts.

The Bidder agrees that the unit price represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.



## BID SCHEDULE

### BASE BID

Bidder will complete the Work in accordance with the Contract Documents based on the following unit prices. *Re-installation of existing mooring ground tackle is incidental to this project.*

1. Mobilization, General Conditions, Permit Fees and Demobilization

1 LS \$ 2,100.00

2. Anchor Demolition (includes all labor, equipment and disposal for a complete product)

46 EA UNIT PRICE \$ 64.00 TOTAL \$ 2,944.00

3. Anchor Replacement (includes all labor and equipment for a complete product)

46 EA UNIT PRICE \$ 562.00 TOTAL \$ 25,852.00

4. Anchor Head Replacement (includes all labor and equipment for a complete product)

46 EA UNIT PRICE \$ 86.00 TOTAL \$ 3,956.00

5. General Allowance (only to be used with owner's written directive  
unforeseen conditions, anchors/heads and extensions)

1 LS \$ 10,000.00

**TOTAL OF ALL BASE BID ITEMS LISTED ABOVE:** \$ 44,852.00

Forty-four thousand eight hundred fifty two Dollars & zero Cents  
(amount written in words)

### ALTERNATE BID

Alternate bid to provide unit price per lineal foot of plain extension. Plain extensions may or may not be used in this project.

1. Plain Extension ((any length) includes all labor and equipment for a complete product)

LF UNIT PRICE \$ 48.00

**NOTE: THE TOTAL BASE BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD**



CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

List items to be performed by Contractor's own forces and the estimated total cost of these items.  
(Use additional sheets if necessary.)

|   |                     |
|---|---------------------|
| <u>Mob, general conditions, permit fees and demob</u> | <u>\$ 1,900.00</u>  |
| <u>anchor demolition</u>                              | <u>\$ 2,650.00</u>  |
| <u>anchor replacement</u>                             | <u>\$ 23,267.00</u> |
| <u>anchor head replacement</u>                        | <u>\$ 3,561.00</u>  |
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SUBCONTRACTORS

NOT APPLICABLE, ALL WORK WILL BE COMPLETED BY AMERICAN UNDERWATER CONTRACTORS, INC.

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

---

Portion of Work

---

Name

---

Street, City, State Zip

---

Portion of Work

---

Name

---

Street, City, State Zip

---

Portion of Work

---

Name

---

Street, City, State Zip

---

Portion of Work

---

Name

---

Street, City, State Zip

SURETY

\_\_\_\_\_ whose address is

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

\_\_\_\_\_ Resident Agent  
Phone

BIDDER

The name of the Bidder submitting this Bid is \_\_\_\_\_

American Underwater Contractors, Inc doing business at  
17536 SE Conch Bar Avenue, Tequesta, FL 33469  
Street City State Zip

Aucfoster@aol.com  
email address

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

| Name                | Title            |
|---------------------|------------------|
| <u>David Foster</u> | <u>President</u> |
| _____               | _____            |
| _____               | _____            |
| _____               | _____            |



If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_.

\_\_\_\_\_  
Signature of Bidder

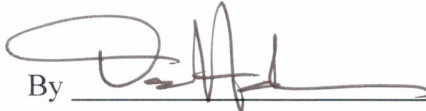
\_\_\_\_\_  
Title

If Corporation

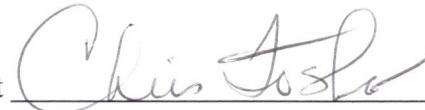
IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed  
and its seal affixed by its duly authorized officers this 14<sup>th</sup> day of NOVEMBER  
2016.

(SEAL)

AMERICAN UNDERWATER CONTRACTORS, INC  
Name of Corporation

By 

Title PRESIDENT

Attest   
Secretary



**FLORIDA BID BOND**

CASHIERS CHECK ENCLOSED

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_ hereinafter called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_

having its principal place of business at \_\_\_\_\_

\_\_\_\_\_ in the State of \_\_\_\_\_,

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

\_\_\_\_\_ hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Anchor Head Replacement, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE



for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

**ITB #17-001 MOORING FIELD ANCHOR HEAD REPLACEMENT – CITY MARINA at GARRISON BIGHT”**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 14<sup>TH</sup> day of NOVEMBER, 2016.

CASHIERS CHECK ENCLOSED

By [Signature]  
PRINCIPAL

AUC/BOA CASHIERS CHECK  
SURETY

By [Signature]  
Attorney-In-Fact

**ANTI-KICKBACK AFFIDAVIT**

STATE OF NC)

: SS

COUNTY OF Onslow)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: [Signature]

Sworn and subscribed before me this 12<sup>th</sup> day of November 2014

Debra C Brown

**DEBRA C BROWN**  
Notary Public  
Onslow Co., North Carolina  
My Commission Expires April 18, 2019

NOTARY PUBLIC, State of Florida at Large  
NC

My Commission Expires: 4-18-19

\* \* \* \* \*

**SWORN STATEMENT UNDER SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid or Proposal for ITB #17-001  
Mooning Field Anchor Head Replacement

2. This sworn statement is submitted by American Underwater Contractors Inc / David Foster  
(name of entity submitting sworn statement)

whose business address is 17536 SE Conch Bar Avenue, Tequesta, FL 33469

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0311994

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement N/A

3. My name is DAVID FOSTER  
(please print name of individual signing)

and my relationship to the entity named above is PRESIDENT

4. 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 with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. 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 information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting 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.



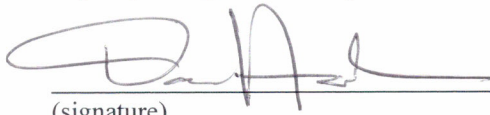
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

  
 \_\_\_\_\_  
 (signature)

11/12/16  
 \_\_\_\_\_  
 (date)

STATE OF NC

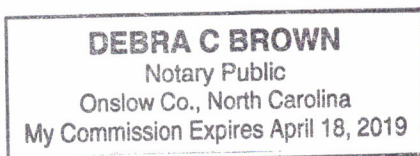
COUNTY OF Onslow


PERSONALLY APPEARED BEFORE ME, the undersigned authority,

David Foster who, after first being sworn by me, affixed his/her  
 (name of individual signing)

signature in the space provided above on this 12<sup>th</sup> day of November, 2016.

My commission expires: 4-18-19



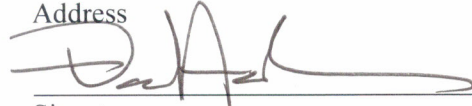
  
 NOTARY PUBLIC

**CITY OF KEY WEST INDEMNIFICATION FORM**

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees \*(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: AMERICAN UNDERWATER CONTRACTORS, INC SEAL:

17536 SE CONCH BAR AVENUE  
Address  
  
Signature  
DAVID FOSTER  
Print Name  
PRESIDENT  
Title  
11/14/16  
Date

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF NC )

: SS

COUNTY OF Onslow )

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_

AMERICAN UNDERWATER CONTRACTORS, INC  
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: [Signature]

Sworn and subscribed before me this 12<sup>th</sup> day of November 2016.

Debra C Brown

NOTARY PUBLIC, ~~State of Florida at Large~~  
State of NC

**DEBRA C BROWN**  
Notary Public  
Onslow Co., North Carolina  
My Commission Expires April 18, 2019

My Commission Expires: 4-18-19

\* \* \* \* \*



**CONE OF SILENCE AFFIDAVIT**

STATE OF NC )

: SS

COUNTY OF Onslow )

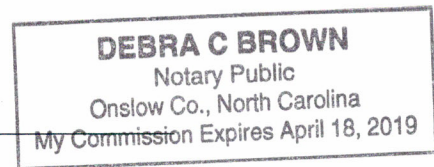
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of AMERICAN UNDERWATER CONTRACTORS, INC have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: 

Sworn and subscribed before me this

12<sup>th</sup> day of November 2016.

Debra C Brown



NOTARY PUBLIC, State of NC at Large

My Commission Expires: 4-18-19

\* \* \* \* \*

N/A

**LOCAL VENDOR CERTIFICATION  
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Code od Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code od Ordinances Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:  
(P.O Box numbers may not be used to establish status)

Fax:

Length of time at this address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent)      Name of corporation acknowledging)  
or has produced \_\_\_\_\_ as identification  
(type of identification)

\_\_\_\_\_  
Signature of Notary

Return Completed form with  
Supporting documents to:  
City of Key West Purchasing

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank



**PORT & MARINE SERVICES**  
201 William Street  
Key West, FL 33040

**ADDENDUM NO. 1**

**MOORING FIELD ANCHOR HEAD REPLACEMENT  
CITY MARINA at GARRISON BIGHT  
ITB #17-001**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

**GENERAL NOTES and CLARIFICATIONS:**

1. All reference to "Helmken" to be denoted as "Helmken Type".
2. The total number of anchors to be removed and replaced has been reduced to (46) forty-six.
3. In the event an existing anchor breaks during removal, new anchor to be placed directly adjacent to existing.
4. The existing anchors are a hollow shaft type.
5. It is the contractor's responsibility to safely secure vessels during replacement of their assigned mooring anchor and re-secure. It is anticipated that all (46) forty-six moorings will be occupied. All vessel relocations to be coordinated with Marina Manager.
6. Barge may anchor using a "spud" anchoring system.
7. Underground pipeline location map attached.
8. Existing mooring anchor location information attached.
9. Mandatory Pre-Bid sign-in sheet attached.

**INSTRUCTIONS to BIDDERS:**

1. 5. TYPE OF BID

Add the following: The City anticipates the installation of (46) forty-six anchors and anchor heads. However the City reserves the option to add additional anchors and anchor heads, under this contract, up to the approved project budget.

2. 6.C SPECIAL BIDDING REQUIREMENTS

Add the following: City will consider similar work experience from outside the State of Florida.

3. 6.D ATTACHMENTS

Delete the following: 7. All Required Insurance Form.

**BID FORM:**

1. New Bid Schedule attached.

**SCOPE of SERVICES:**

1. Add the following: "New anchors to be solid core rock cutting multi-helical anchors and be installed to 2,000psi resistance".
2. Replace "Helmken Rock Cutting Helical Anchors & Heavy Duty Termination Heads" with "Helmken Type Rock Cutting Helical Anchors, 2' Plain Extensions and Heavy Duty Termination Heads". The plain extensions will be used only if/as needed.
3. Add the following: "Contractor to perform (5) five pull tests in the presence of the Marina Manager. Anchor must meet the minimum 24,000lbs holding power. Cost associated with pull tests are incidental to the project".
4. In reference to "helical anchor installer certificate", remove the word "factory".

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

AMERICAN UNDERWATER CONTRACTORS, INC  
Name of Business





**PORT & MARINE SERVICES**

201 William Street  
Key West, FL 33040

**ADDENDUM NO. 2**

**MOORING FIELD ANCHOR HEAD REPLACEMENT  
CITY MARINA at GARRISON BIGHT  
ITB #17-001**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

**GENERAL NOTES and CLARIFICATIONS:**


1. Plain Extension to be priced per lineal foot (LF). Remove any reference to a specified length.

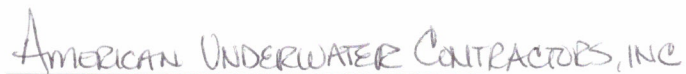
**BID FORM:**

1. New Bid Schedule attached.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business

## BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and Proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond. *Cashiers Check 5%*
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification;

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt.

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name AMERICAN UNDERWATER CONTRACTOR CtlNbr:0017309  
Location Addr MOBILE SERVICE - COUNTY  
Lic NBR/Class 17-00021202 SERVICE --GENERAL  
Issue Date: July 15, 2016 Expiration Date:September 30, 2017  
License Fee \$103.00  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$103.00

Comments: COMMERCIAL DIVING SERVICE

This document must be prominently displayed.

AMERICAN UNDERWATER CONTRACTOR

AMERICAN UNDERWATER CONTRACTOR  
17536 SE CONCH BAR AVE

TEQUESTA FL 33469

Oper: KEYWELD Type: OC Drawer: 1  
Date: 7/20/16 57 Receipt no: 22627  
2017 21202  
OR LIC OCCUPATIONAL RENEWAL  
1.00 \$103.00  
Trans number: 3086216  
OK CHECK 9077 \$103.00  
Trans date: 7/20/16 Time: 9:38:24



# DIXIE ANCHORING SYSTEMS

Training and Certification is hereby granted to:

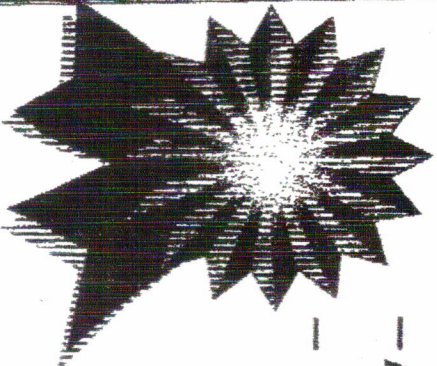
David Foster, American Underwater  
Contractors

to certify that they have completed to satisfaction

– Application and installation of the

– DIXIE HELICAL FOUNDATION SYSTEM

• January 31, 2001



*Tom Mitchell*