

PROPOSAL

TO: CITY OF KEY WEST
ADDRESS: 525 ANGELA STREET
P.O. BOX 1409
KEY WEST, FLORIDA 33041

PROJECT TITLE: ITB #11-016: SMATHERS BEACH RENOURISHMENT REBID
ENGINEERING PROJECT NUMBER: GR 0701

BIDDER'S INFORMATION

Name: Eastman Aggregate Enterprises, LLC

Address: 3705 Bellevue Avenue
Lake Worth, FL 33461

Contact Name: Bernie Eastman

Email: bernie@eastmanaggregatesinc.com

Telephone: 561-719-9146 (cell), 561-969-7147 (office)

Fax: 561-969-8981

Signature:  Date: 3-30-11

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, 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 Proposal 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 he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data that he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

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.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within ten (10) days including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will, at that time deliver to the Owner evidence of holding the required licenses and certificates, and will, to the extent of his Proposal, 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

The Bidder agrees to furnish the Owner, before commencing the work under this Contract, the Certificates of Insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within five (5) calendar days after the date of the Notice to Proceed, Contractor can expect work to occur approximately between May 1, 2011 and July 1, 2011

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by the Contract within the time limit or extended time limit agreed upon in that Contract, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$500.00 per day for all work authorized under the Contract Documents, until the work shall have been satisfactorily completed as provided in the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

The Bidder hereby acknowledges that he has received Addenda No. _____, _____,

_____, _____, _____. (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 proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAX

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

UNIT PRICE 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, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

BID FORM

<u>Item</u>	<u>Quant.</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Extended Total Amt.</u>
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PAYMENT AND PERFORMANCE BONDS

1. Payment & Performance Bonds Per / \$1,000 worth of Construction

1	LS	\$15,120.00	<i>Fifteen Thousand One Hundred Twenty dollars and 00/cents</i>	\$15,120.00
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2. MOBILIZATION AND DEMOBILIZATION, (includes M.O.T., Testing, Construction Layout, Field Engineering, General & Supplementary Conditions, Protection of the Environment)

2a.) Mobilization / Field Engineering / Testing / Protection of the Environment / Construction layout (paid 25%, then on percentage of completion)

1	LS	\$38,070.00	<i>Thirty-eight thousand seven hundred and 00/cents</i>	\$38,070.00
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2b.) General & Supplementary Conditions, (paid 25%, then on percentage of completion)

1	LS	\$21,600.00	<i>Twenty one thousand six hundred and 00/cents</i>	\$21,600.00
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2c.) M.O.T., (paid 25%, then on percentage of completion)

1	LS	\$6,372.00	<i>Six thousand Three hundred seventy two and 00/cents</i>	\$6,372.00
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2d.) Demobilization (paid at completion of final punch list completion)

1	LS	\$5,400.00	<i>Five thousand Four hundred and 00/cents</i>	\$5,400.00
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<u>Item</u>	<u>Quant.</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Extended Total Amt.</u>
3. SMATHERS BEACH SAND (includes purchase, delivery, placement, grading of Ortona Mine Sand)					
3a.) purchase of Ortona Mine Sand					
	17,500	TONS	\$ 10.69	Ten Dollars and Sixty-nine cents	\$ 187,075.00
3b.) delivery of Ortona Mine Sand					
	17,500	TONS	\$ 34.99	Thirty four dollars and ninety nine cents	\$ 612,325.00
3c.) placement, grading of Ortona Mine Sand					
	17,500	TONS	\$ 2.70	Two dollars and Seventy cents	\$ 47,250.00
4. SMATHERS BEACH TILLING					
	1	LS	\$ 5,400.00	Five Thousand Four Hundred Dollars and 00/100ths	\$ 5,400.00
5. TURBIDITY BARRIERS					
	1	LS	\$ 17,064.00	Seventeen Thousand Sixty Four Dollars and 00/100ths	\$ 17,064.00

TOTAL OF ALL UNIT PRICE ITEMS LISTED ABOVE (1,2a -d, 3a-c, 4 & 5)

Total of extended unit price items: \$ 955,676.00
Nine hundred fifty five thousand six hundred seventy six
 _____ Dollars NO Cents
 (Amount written in words has precedence)

NOTE: THE UNIT PRICES WILL BE THE BASIS FOR EVALUATING LOW BIDDER AND THE BASIS OF AWARD.

SUBCONTRACTORS

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: Material Testing

Name: GFA International

Address: 1215 Wallace Dr., Delray Beach, FL 33444

Portion of Work: Surveying

Name: Marco Surveying & Mapping

Address: 960 North Collier Blvd., #203, Marco Island, FL 34145

Portion of Work: MOT

Name: Protection Services Inc.

Address: 16138 NW 74th Ave., Miami, FL 33166

BIDDER

The name of the Bidder submitting this Bid is: Eastman Aggregate Enterprises, LLC

Doing business at 3705 Bellevue Avenue

City Lake Worth State FL Zip 33461

Telephone No. 561-969-7147

This address is where all communications concerning this Bid 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>Bernard Eastman</u>	<u>Managing Member</u>
<u>Todd Weis</u>	<u>Member</u>
_____	_____

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 30th day of March, 2011.

(SEAL)

Name of Corporation _____

By: [Signature]

1050 Title: Managing Member

Attest: [Signature]

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2011.

Signature of Bidder _____

Title _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

30th day of March, 2011.

Lynn M. Davidson
NOTARY PUBLIC, State of Florida at Large

NOTARY PUBLIC-STATE OF FLORIDA
Lynn M. Davidson
Commission # DD821000
Expires: SEP. 08, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires: Sept. 08, 2012
:

**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 OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. 11-016 for City of Key West, FL

2. This sworn statement is submitted by Eastman Aggregate Enterprises, LLC
(Name of entity submitting sworn statement)
whose business address is 3705 Bellevue Avenue, Lake Worth,
FL 33461 and (if applicable) its Federal
Employer Identification Number (FEIN) is 20-1556749 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is Bernard Eastman and my relationship to
(Please print name of individual signing)
the entity named above is Managing Member.

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 entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, 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 a public entity. The

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

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.

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

Paul C...

(Signature)

3-30-2011

(Date)

STATE OF Florida

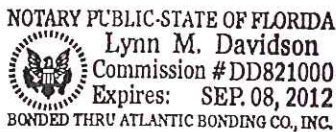
COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Bernard Eastman who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 30th day of March, 2011.

My commission expires: Sept. 08, 2012 Lynn M Davidson
NOTARY PUBLIC



N/A

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
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 Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 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

CITY OF KEY WEST INDEMNIFICATION FORM

The CONTRACTOR shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this agreement. Except as specifically provided herein, this agreement does not require CONTRACTOR to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, CONTRACTOR shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

The CONTRACTOR's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the CONTRACTOR's limit of or lack of sufficient insurance protection.

CONTRACTOR: Eastman Aggregate Enterprises, LLC SEAL:

3705 Belleme Ave. Lello Worth, FL 33461

Address



Signature

Bernard Eastman

Print Name

Managing Member

Title

DATE:

March 30, 2011

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 Proposal filled in, using black ink.
3. Total and unit prices added correctly
4. Addenda acknowledged
5. Subcontractors are named as indicated in the Proposal
6. Experience record included
7. Proposal signed by authorized officer
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work
10. Bidder must be a licensed contractor by the state of Florida and submit proof of such with the bid.
11. Proposal submitted intact with the volume containing the Bidding Requirements. 1 original 2 copies and 2 CDs each with complete bid package.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid

* * * * *

Similar work performed this year:

Project Name: Naples Berm Restoration

Client Name: Collier County

Client Address: 3299 Tamiami Trail E, Naples, FL

Phone Number: 239-252-2966, Gary McAlpin

Nature of Work: Haul, Convey & Place 42,150 tons of sand

Contract Completion Time: 60 days

Actual Completion Time: 30 days

Actual Final Contract Completion Date: 3/30/2011

Original Contract Price: \$546,864.00

Actual Final Contract Price: \$546,864.00

Project Name: Coco Plum & Sombrero Beach

Client Name: City of Marathon

Client Address: 9805 Overseas Hwy., Marathon, FL

Phone Number: 305-743-0033, Susie Thomas

Nature of Work: Supply & Haul 10k tons of beach sand

Contract Completion Time: 120 days

Actual Completion Time: 111 days

Actual Final Contract Completion Date: 3/10/2011

Original Contract Price: \$379,840.00

Actual Final Contract Price: \$314,433.00

Similar work performed this year:

Project Name: Singer Island Dune Restoration

Client Name: Palm Beach County - ERM

Client Address: 2300 North Jog Road, West Palm Beach, FL

Phone Number: (561) 233-2433, Mike Stahl

Nature of Work: Supply, Haul, Convey & Place 38K tons of beach sand.

Contract Completion Time: 30 days

Actual Completion Time: 30 days

Actual Final Contract Completion Date: 2/3/2011

Original Contract Price: \$1,174,259.00

Actual Final Contract Price: \$1,164,141.94

Project Name: Summer Haven FEMA Berm

Client Name: St. Johns County

Client Address: 2740 Industry Center Road, St. Augustine, FL

Phone Number: (904) 209-0128, Andrew Aimes

Nature of Work: Supply, Haul, & Grade 47,250 tons of sand.

Contract Completion Time: 60 days

Actual Completion Time: 28 days

Actual Final Contract Completion Date: 2/23/2011

Original Contract Price: \$423,031.00

Actual Final Contract Price: \$423,031.00

Similar work performed last year:

Project Name: Lighthouse Beach Truck Haul Fill Project

Client Name: City of Sanibel

Client Address: 800 Dunlop Road, Sanibel, FL 33957

Phone Number: (239) 472-6397, Gates D. Castle

Nature of Work: Supply, Haul & Place Beach Sand (6,000 cy)

Original Contract Completion Time: 20 days

Actual Completion Time: 18 days

Actual Final Contract Completion Date: 1/15/2010

Original Contract Price: \$175,222.92

Actual Final Contract Price: 189,860.47

Project Name: Ibis Isles Wetland Restoration

Client Name: Palm Beach County - ERM

Client Address: 2300 North Jog Road, West Palm Beach, FL 33411

Phone Number: (561) 233-2433, Julie Mitchell

Nature of Work: Supply, Haul, & Convey sand for muck capping of 8 acres.

Original Contract Completion Time: 210 days

Actual Completion Time: 200 days

Actual Final Contract Completion Date: 1/22/2010

Original Contract Price: \$438,439.90

Actual Final Contract Price: \$1,360,975

Project Name: Juno Beach Project – Sand Screening

Client Name: Palm Beach County - ERM

Client Address: 2300 North Jog Road, West Palm Beach, FL 33411

Phone Number: (561) 233-2433, Ruebin Bishop

Nature of Work: Excavate & screen 200k yards of dredged sand

Original Contract Completion Time: 30 days

Actual Completion Time: 30 days

Actual Final Contract Completion Date: 4/29/2010

Original Contract Price: \$985,488.87

Actual Final Contract Price: \$988,404.87

Similar work performed last year:

Project Name: S365 A & B Canals

Client Name: Cherokee Enterprises Inc.

Client Address: 14474 Commerce Way, Miami Lakes, FL 33016

Phone Number: 904-377-3078, Joe Weeks

Nature of Work: Supply & haul 18k yards of select sand for construction of a coffer dam for the Army Corps of Engineers.

Original Contract Completion Time: N/A

Actual Completion Time: 90 Days

Actual Final Completion Date: June 10, 2010

Original Contract Amount: 95,625.73

Actual Final Contract Amount: \$118,415.00

Project Name: South County Regional Park

Client Name: Malphrus Construction

Client Address: 426 Red Oaks Lane, Ridgeland, SC 29936

Owner Phone Number: 561-233-0261 (PBC – ERM)

Nature of Work: Load, haul & place 68k yards of material for

Original Contract Completion Time: N/A

Actual Completion Time: 110 Days

Actual Final Completion Date: July 9, 2010

Original Contract Amount: \$301,760.70

Actual Final Contract Amount: \$422,000.00

Project Name: Oyster Reef Restoration

Client Name: CSA International, Inc.

Client Address: 8502 SW Kansas Ave., Stuart, FL 34997

Phone Number: 772-219-4930, David Spennachio

Nature of Work: Load, haul & convey 5k yards of oyster clutch for 2 acre oyster habitat.

Original Contract Completion Time: 60 Days

Actual Completion Time: 57 Days

Actual Final Completion Date: July 28, 2010

Original Contract Amount: \$15,514.40

Actual Final Contract Amount: \$65,150.00

Similar work performed last year:

Project Name: Pond Hawk Natural Area Restoration Project

Client Name: Palm Beach County - ERM

Client Address: 2300 North Jog Road, West Palm Beach, FL 33411

Phone Number: (561) 233-2433, Frank Griffith

Nature of Work: Excavate and construct a 22 acre wetland

Original Contract Completion Time: 120 days

Actual Completion Time: 94 days

Actual Final Contract Completion Date: 7/21/2010

Original Contract Price: \$344,621.94

Actual Final Contract Price: \$322,903.38

Similar work over the past (5) years:

Project Name: Lake Ida Wetland Restoration

Client Name: Palm Beach County - ERM

Client Address: 2300 N. Jog Road, West Palm Beach, FL 33411

Phone Number: (561) 233-2433

Nature of Work: Excavation & grading of ponds, walkway and green areas

Original Contract Completion Time: 60 days

Actual Completion Time: 50 days

Actual Final Contract Completion Date: 5/20/09

Original Contract Price: \$261,118.00

Actual Final Contract Price: \$396,290.00

Project Name: City of Deerfield Beach Dune Restoration

Client Name: City of Deerfield Beach

Client Address: 401 SW 4th Street, Deerfield Beach, FL 33441

Phone Number: (954) 288-7103

Nature of Work: Supply, Haul, Convey & Place Beach Sand (11,000 tons)

Original Contract Completion Time: 30 Days

Actual Completion Time: 7 Days

Actual Final Contract Completion Date: 2/11/09

Original Contract Price: \$312,840.00

Actual Final Contract Price: \$312,840.00

Project Name: South Palm Beach Dune Renourishment

City's Name: Palm Beach County Environmental Resource Mgmt.

City's Address: 2300 North Jog Road, WPB, FL 33411

Phone Number: (561) 233-2433

Nature of Work: Supply, Haul, Convey, Place DEP Sand (12,000 tons)

Original Contract Completion Time: 60 Days

Actual Completion Time: 14 Days

Actual Final Contract Completion Date: 1/20/2009

Original Contract Price: \$372,348.24

Actual Final Contract Price: \$373,348.24

Similar work over the past (5) years:

Project Name: City of Deerfield Beach Dune Restoration

Client Name: City of Deerfield Beach

Client Address: 401 S.W. 4th Street, Deerfield Beach, FL 33441

Phone Number: (954) 288-7103

Nature of Work: Supply, Haul, Convey & Place Beach Sand (11,300 tons)

Original Contract Completion Time: 30 Days

Actual Completion Time: 12 Days

Actual Final Contract Completion Date: 2/12/2008

Original Contract Price: \$282,691.00

Actual Final Contract Price: \$420,247.00

Project Name: Singer Island Dune Renourishment

City's Name: Palm Beach County Environmental Resource Mgmt.

City's Address: 2300 North Jog Road, WPB, FL 33411

Phone Number: (561) 233-2433

Nature of Work: Haul, Convey & Place DEP Approved Beach Sand
(58,115.53 tons)

Original Contract Completion Time: 60 Days

Original Contract Completion Date: 23 Days

Actual Final Contract Completion Date: 1/24/08

Original Contract Price: \$814,805.29

Actual Final Contract Price: \$814,805.29

Project Name: South Palm Beach (Reach 7 & 8)

Client Name: Town of Palm Beach

Client Address: 951 Old Okeechobee Rd, Unit D, WPB, FL 33401

Phone Number: (561) 838-5440

Nature of Work: Scarp Removal & Dune Grading

Original Contract Completion Time: 7 days

Original Contract Completion Date: 2/22/07

Actual Final Contract Completion Date: 2/22/07

Original Contract Price: \$57,945.00

Actual Final Contract Price: \$57,945.00

Similar work over the past (5) years:

Project Name: Oceans Edge @ Singer Island

Client Name: Toll Brothers, Inc.

Client Address: 5300 W. Atlantic Avenue, #300, Delray Beach, FL

Phone Number: (561) 637-8890

Nature of Work: Supply, Haul, Convey & Place Beach Sand (6,000 tons)

Original Contract Completion Time: 4 days

Original Contract Completion Date: 11/8/07

Actual Final Contract Completion Date: 11/10/07

Original Contract Price: \$133,750.00

Actual Final Contract Price: \$115,037.69

Project Name: Singer Island Dune Emergency Restoration

City's Name: Palm Beach County Environmental Resource Mgmt.

City's Address: 2300 North Jog Road, WPB, FL 33411

Phone Number: (561) 233-2433

Nature of Work: Supply, Haul, Convey, Place DEP Sand (70K tons)

Original Contract Completion Time: 23 days

Original Contract Completion Date: 6/26/07

Actual Final Contract Completion Date: 6/28/07

Original Contract Price: \$1,290,178.88

Actual Final Contract Price: \$1,481,412.44

Project Name: Jupiter Beach Dune Restoration

City's Name: Palm Beach County Environmental Resource Mgmt.

City's Address: 2300 North Jog Road, WPB, FL 33411

Phone Number: (561) 233-2433

Nature of Work: Supply & Deliver DEP Approved Sand (9,500 tons)

Original Contract Completion Time: 7 days

Original Contract Completion Date: 7/13/07

Actual Final Contract Completion Date: 7/13/07

Original Contract Price: \$169,559.08

Actual Final Contract Price: \$169,559.08

Similar work over the past (5) years:

Project Name: Phipps Beach Project

Client Name: Bean Stuyvesant, LLC

Client Address: 1055 St. Charles Ave., New Orleans, LA 70130

Phone Number: (504) 587-8700

Nature of Work: Haul & Place Beach Sand (40,300 tons)

Original Contract Completion Time: 4 days

Original Contract Completion Date: 4/20/06

Actual Final Contract Completion Date: 4/20/06

Original Contract Price: \$168,382.00

Actual Final Contract Price: \$168,382.00

Project Name: Lake Worth Beach to Sloan's Curve

Client Name: D.S. Eakins Construction Corporation

Client Address: PO Box 530185, Lake Park, FL 33408

Phone Number: (561) 842-0010

Nature of Work: Haul & Place Beach Sand (80,000 tons)

Original Contract Completion Time: 38 days

Original Contract Completion Date: 2/26/05

Actual Final Contract Completion Date: 2/26/05

Original Contract Price: 471,317.50

Actual Final Contract Price: 471,317.50



STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD
 1940 NORTH MONROE STREET
 TALLAHASSEE FL 32399-0783

(850) 487-1395

MARZANO, MICHAEL W
 EASTMAN AGGREGATE ENTERPRISES LLC
 9030 PARAGON WAY
 BOYNTON BEACH FL 33472

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CGC1516260

AC# 4^b1

05/12/10 098160709

CERTIFIED GENERAL CONTRACTOR
 MARZANO, MICHAEL W
 EASTMAN AGGREGATE ENTERPRISES LL

IS CERTIFIED under the provisions of Ch.489 FS
 Expiration date: AtIG 31, 2012 L10051201016

DETACH HERE

AC# 4961518

STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ#L10051201016

BATCH NUMBER LICENSE NBR

05/12/2010 098160709 CGC1516260

The GENERAL CONTRACTOR
 Named below IS CERTIFIED
 Under the provisions of Chapter 489]
 Expiration date: AUG 31, 2012

MARZANO, MICHAEL W
 EASTMAN AGGREGATE ENTERPRISES LLC
 9030 PARAGON WAY
 BOYNTON BEACH FL 33472



CHARLIE CRIST
 GOVERNOR

CHARLIE LIEM
 INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

FLORIDA BID BOND

BOND NO. BB03059

AMOUNT: \$ 5% of Bid

KNOW ALL MEN BY THESE PRESENTS, that Eastman Aggregate Enterprises, LLC

hereinafter called the PRINCIPAL, and SureTec Insurance Company
a corporation duly organized under the laws of the State of Texas having
its principal place of business at 952 Echo Lane, Ste 450, Houston, TX
77024 in the State
of Texas and authorized to do business in the State of Florida, as SURETY, are held
firmly bound unto hereinafter called the Obligee, in the sum of Five Percent of Bid
Amount DOLLARS (\$ 5% of Bid Amount)

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 or Proposal for: ITB #11-016:
SMATHERS BEACH RENOURISHMENT REBID / GR 0701, 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 labor, materials, (except those specifically furnished by the Owner),
equipment, machinery, tools, apparatus, means of transportation for, and the performance of the
work covered in the Proposal and the detailed Drawings and Specifications entitled:

ITB #11-016: SMATHERS BEACH RENOURISHMENT REBID / GR 0701

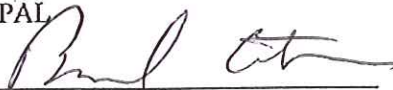
WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check,
certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid
as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with
the Owner for the performance of said Contract, within 5 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 5
working days after written notice of such acceptance, enters into a written Contract with the
OBLIGEE 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

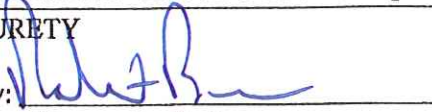
demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 1 day of April, 2011.

Eastman Aggregate Enterprises, LLC
PRINCIPAL

By: 
Bernie Eastman

SureTec Insurance Company
SURETY

By: 
Attorney-In-Fact
Robert Barra

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Robert Barra

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Three Million Dollars and no/100 (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 9/30/11 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

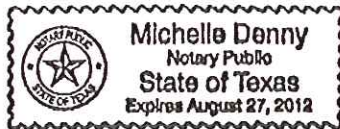
State of Texas ss:
County of Harris

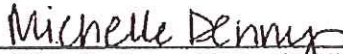


SURETEC INSURANCE COMPANY

By: 
B.J. King, President

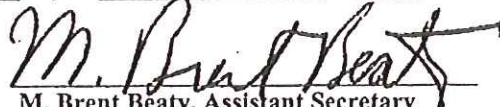
On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Michelle Denny, Notary Public
My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1 day of April, 2011, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



Quality Test Report

Plant 2010-Ortona Sand Company (FDOT Pit # 05-045)
 Product 113-ORT Non-DOT Beach "C" sand
 Specification ORT Non-DOT Beach "C" Sand



Sample Information

Sample No 1403881896
 Date Sampled 03/01/2011 08:39
 Date Completed 03/01/2011 08:39
 Sampled By Richard E. Hammond
 Tested By Richard E. Hammond
 Type Production
 Method Load-Out Face
 Location
 Process Process 1
 Ledge
 Other

Weather
 Temp
 Split Sample
 Resample
 Lot / Sublot
 Quad / Quantity
 Sequence Code

Test Note

Gradation Results

Unit	Moist Mass	Dry Mass	Wash Mass	Moisture %	Wash Loss %	Procedure		
g	416.70	387.80	387.60	7.5	0.1	Target	Specification	Comment
Sieve	Mass Retained	Cum Mass Retained	Ind % Retained	% Retained	% Passing	Target	Specification	Comment
#4 (4.75mm)	0.0	0.0	0.0	0.0	100.0			
#8 (2.36mm)	0.2	0.2	0.1	0.1	99.9			
#16 (1.18mm)	7.9	8.1	2.0	2.1	97.9			
#30 (0.6mm)	120.1	128.2	31.0	33.1	66.9			
#50 (0.3mm)	172.4	300.6	44.5	77.5	22.5			
#100 (0.15mm)	83.6	384.2	21.6	99.1	0.9			
#200 (75um)	3.4	387.6	0.88	99.95	0.05			
#230 (63um)	0.0	387.6	0.00	99.95	0.05			
PAN (0um)	0.0	387.6	0.00	100.00	0.00			

Other Test Results

Test Name	Date	Result	Unit	Target	Specification	Comment
	Procedure	Lab			Tested By	
D15/D85	03/01/2011 08:39	0.26			Richard E. Hammond	
		Ortona Sand Company (FDOT Pit # 05-045)				
D50	03/01/2011 08:39	0.46	mm	0.42-0.5	Richard E. Hammond	0.35-0.55
		Ortona Sand Company (FDOT Pit # 05-045)				
FM	03/01/2011 08:39	2.118		1.99-2.15	Richard E. Hammond	
	ASTM C-136	Ortona Sand Company (FDOT Pit # 05-045)				