

PROPOSAL

TO: CITY OF KEY WEST  
ADDRESS: 1300 WHITE STREET  
P.O. BOX 1409  
KEY WEST, FLORIDA 33041

PROJECT TITLE: ITB #18-006: SMATHERS BEACH RENOURISHMENT

ENGINEERING PROJECT NUMBER: FT 19001801

BIDDER'S INFORMATION

Contact Name: Bernard Eastman  
Email: bernie@eastmanegg.com  
Telephone: 561-969-7147

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 ten (10) calendar days after the date of the Notice to Proceed. The contractor can expect work to occur during turtle nesting season which begins on April 15, 2018. No sand can be placed on the beaches before a turtle nesting survey has been conducted each morning by qualified personnel (e.g., Save-A-Turtle volunteers). Sand may be allowed to be placed at staging areas on the beaches if secured with proper silt fencing and approved by permitting agencies. Contractors need to submit a construction plan (including, but not limited to; staging plan, Maintenance of Traffic (MOT), equipment, and work schedule) with the bid for approval. Project shall be completed within ninety (90) calendar days from Notice to Proceed.

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. 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. (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.



THE CITY OF KEY WEST  
1300 White Street  
Key West, FL 33040

**ITB #18 – 006 /SMATHERS BEACH RENOURISHMENT  
ADDENDUM NO. 1**

This addendum (Addendum No. 1) is issued to clarify and/or modify the previously issued Bid Documents, and is hereby made part of the Bid Documents. All requirements of the Bid Documents not modified herein shall remain in full force and effect as originally set forth. Please attach this Addendum to the Documents in your possession.

Bidders:

Comments on the Bid Documents received from perspective bidders are presented below in regular font, the City responses are provided in **bold** font. The referenced Bid Documents are hereby addended in accordance with the following items:

1. What is the current estimate/budget for the Smathers Beach Re-Nourishment project?

**The budgeted amount for Smathers Beach Renourishment is \$1,200,000**

2. The bid indicates the bidder must be a licensed contractor, is this a 'General Contractors' license requirement or would we qualify as a certified Florida Underground and Utilities Contractor?

**The bidder must be a Licensed Contractor in the State of Florida. It shall be the bidder's responsibility to provide evidence that under Florida State Statute the State License they possess qualifies the bidder to perform the contemplated work in strict accordance with the Contract Documents**

3. Is there a list of permits approved upland mines available to us?

**See Part 5 – Sand Specification of ITB #18-006**

4. The Corps permit lists the approved mines as, ER Jahna - Ortona, Vulcan – Witherspoon, Cemex – Davenport, Cemex - Lake Wales, Stewart – Immokalee. And the DOC/NOAA permit lists the approved sand mines as: Ortona Sand Mine and Witherspoon Sand Plant in Moorehaven, and Palmdale Sand Mine in Palmdale. It would seem that the only 2 mines that meet both of these criteria are ER Jahna Ortona, and Vulcan Witherspoon. Is this correct? Are these the only 2 approved mines?

**See Part 5 – Sand Specification of ITB #18-006. All mine listed are approved upland sand sources.**

5. I see the Federal and State permits, but no County permit. Is there a County permit for the project?

**No Monroe County permit is required for this project.**

6. On page 2 of the FDEP QA/QC plan, under Table 1-Sediment Compliance Specifications, it list a Munsell spec of "10 or lighter". But that can't be right. The Munsell chart doesn't even go to a 10. And if it did it would be "absolute white". None of the sand mines can produce "absolute white" sand.

**The Munsell spec of "10 or lighter" in the permit is an error. The correct specification should read "Munsell spec of "7 or lighter"."**

7. The FDEP QA/QC plan does not list a spec/range for Mean Grain Size. What is the MGS spec/range?

**See the attached Sand Source Comparison Table with data provided by the mines during the permit approval process.**

8. Are Turbidity Barriers a requirement for Smathers? Any possibility of a variance?

**Smathers Beach is located within the Florida Keys National Marine Sanctuary (FKNMS) and is considered an Outstanding Florida Waters (OFW). Turbidity barriers are required. No variance will be issued.**

9. Are there any updated surveys available? Hydrographic, Seagrass, Hardbottom, etc.? The surveys in the plans are 6 years old, and obviously do not represent current conditions. How close and where is the seagrass? hardbottom? water depths? etc. This would be helpful in properly developing a work method as well as planning how to lay out turbidity curtain.

**The surveys and benthic habitat assessment/maps provided in ITB #18-006 are the most current available. A pre-construction survey and pre-construction benthic habitat assessment will be conducted prior to construction and the findings will be made available to the successful bidder. No major changes in the topography or benthic habitats are anticipated. Water depths are provided in the hydrographic surveys.**

10. Please provide info on what approved staging and access areas will be provided.

**The approved staging and access area is at the east service entrance to Smathers Beach. Limited staging of equipment may be approved by the City on the "bridle path" across South Roosevelt Blvd.**

**Sand Source Comparison  
Table**

JOINT COASTAL PERMIT APPLICATION  
SMATHERS BEACH MAINTENANCE PROJECT  
KEY WEST, FLORIDA

SAND SOURCE COMPARISON TABLE

Parameter	Sand Source							
	Existing/Native			Proposed				
	Ortona Sand Mine 2009	Ortona Sand Mine 2010	Ortona Sand Mine 2011	Ortona Sand Mine 2012	Witherspoon Sand Plant	Stewart Mine	Davenport Sand Mine	Lake Wales Sand Mine
Effective grain size (mm)	0.209	0.233	0.238	0.238		0.20	0.17	0.20
Mean Grain Size (mm)	0.501	0.504	0.522	0.498	0.83	0.40	0.41	0.44
Median Grain size D50	0.463	0.468	0.476	0.458	0.80	0.38	0.44	0.45
Carbonate Content (%)	0	0	0	0	1.46	0.52	0.20	1.90
Munsell Color	10YR 8/1 to 10YR 7/1	10YR 8/1 to 10YR 7/1	10YR 8/1 to 10YR 7/1	10YR 8/1 to 10YR 7/1	10YR 7/1	10YR 8/1 to 10YR 7/1	10YR 8/1 to 10YR 8/2	10YR 8/1 to 10YR 8/2

## 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**

PAYMENT AND PERFORMANCE BONDS

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

Quantity    Unit

1    LS

\$ 15,400.00

2. MOBILIZATION AND DEMOBILIZATION, (includes M.O.T., Testing Services, Construction Layout, Field Engineering, General & Supplementary Conditions, Environmental Protection)

Quantity    Unit

1    LS

\$ 87,450.00

3. SMATHERS BEACH SAND (includes purchase, delivery, placement, grading of permit approved sand and all permit conditions)

Quantity    Unit

20,000    TONS

Unit Price

\$ 63.99

Extended Total

\$ 1,279,800.00

4. SMATHERS BEACH TILLING

Quantity    Unit

1    LS

\$ 8,277.50

**TOTAL OF ALL UNIT PRICE ITEMS LISTED ABOVE (1-4) (BASE BID)**

Total of extended unit price items:

\$ 1,390,927.50

One Million three hundred ninety thousand nine hundred twenty seven Dollars fifty Cents  
(Amount written in words has precedence)



**ADDITIVE ALTERNATES**

#1. SOUTH BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND (includes all costs associated with additional work)

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Total</u>
490	TONS	\$ <u>84.94</u>	\$ <u>41,620.60</u>

#2. DOG BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND (includes all costs associated with additional work)

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Total</u>
80	TONS	\$ <u>116.87</u>	\$ <u>9,349.60</u>

#3. SIMONTON BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND (includes all costs associated with additional work)

<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Total</u>
190	TONS	\$ <u>80.75</u>	\$ <u>15,342.50</u>

**NOTE:** THE CITY MAY EVALUATE THE LOWEST BID PRICE BASED ON THE BASE BID ALONE OR WITH ANY OR ALL ADDITIVE ALTERNATES BASED ON THE ANTICIPATED INCLUSION OF THE ADDITIVE ALTERNATES.

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, Inc.  
Address: 1215 Wallace Drive, Delray Beach, FL 33414

Portion of Work: Survey  
Name: Morgan & Eklund, Inc  
Address: 4909 US Hwy 1, Vero Beach, FL 32967

Portion of Work: Sand Supplier  
Name: Vulcan Materials Company  
Address: 14341 Alico Road, Ft. Myers, FL 33913

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: Hauling

Name: Austin Tupper Trucking, Inc.

Address: 6570 SW 47th Court, Davie, FL 33314

Portion of Work: Hauling

Name: Rapid Trucking, LLC

Address: 11725 Collier Blvd., Unit G, Naples, FL 34116

Portion of Work: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

SURETY

Philadelphia Indemnity Insurance Company whose address is  
One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950  
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is: Eastman Aggregate Enterprises, LLC  
Doing business at 3705 Bellevue Ave  
City Lake Worth State FL Zip 33461

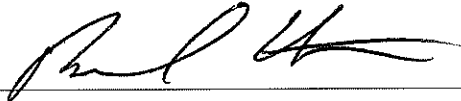
This address is where all communications concerning this Bid shall be sent.

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>

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this 16<sup>n</sup> day of May, 2018.

Signature of Bidder 

Title Managing Member

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

Name of Corporation \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years.

(List similar projects, with types, names of clients, construction costs, and references with phone numbers. Use additional sheets if necessary.)

" Please see attachments "

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***Similar work performed 2016/17:***

***Project Name: Shore Protection Project – Segment II***

Client Name: Broward County Environmental Protection

Client Address: 115 S St. Andrews Ave.#359H, Ft. Lauderdale

Phone Number: 954-519-1270, Nicole Sharp

Nature of Work: Supply, Haul, Convey & Place 875K tons sand

Contract Completion Time: 300 days

Actual Completion Time: 288 days

Actual *Approximate* Contract Completion Date: 1/10/2017

Original Contract Price: \$37,016,422.42

Actual Final Contract Price: \$35,563,489.03

***Project Name: Beach Erosion Control & Hurricane Protection***

Client Name: Army Corps of Engineers/Jacksonville

Client Address: PO Box 4970, Jacksonville, FL

Phone Number: 954-436-9482, Christopher Rego

Nature of Work: Supply, Haul & Place 330K tons sand

Contract Completion Time: 248 days

Actual Completion Time: 214 days

Actual Final Contract Completion Date: 2/28/17

Original Contract Price: \$11,889,480.65

Actual Final Contract Price: \$12,558,236.59

***Similar work performed 2016/17:***

***Project Name: Singer Island Dune Restoration***

Client Name: Palm Beach County ERM

Client Address: 2300 North Jog Rd., 4<sup>th</sup> Fl., WPB, FL 33411

Phone Number: (561) 233-2400, Andy Studt

Nature of Work: Supply, haul, convey & place 65k tons sand

Contract Completion Time: 45 days

Actual Completion Time: 45 Days

Actual Final Contract Completion Date: 3/30/2017

Original Contract Price: \$1,409,288.10

Actual Final Contract Price: \$1,562,063.28



***Similar work performed 2015:***

***Project Name: Town of Hillsboro Beach Project***

Client Name: Town of Hillsboro Beach

Client Address: 1210 Hillsboro Mile, Hillsboro Beach, FL

Phone Number: (561) 391-8102, Doug Mann

Nature of Work: Supply, haul & place 70k tons beach sand

Contract Completion Time: 35 days

Actual Completion Time: 35 days

Actual Final Contract Completion Date: 3/30/2015

Original Contract Price: \$2,127,950.00

Actual Final Contract Price: \$1,950,000.00

***Project Name: Jupiter Carlin Shore Protection 3***

Client Name: Palm Beach County ERM

Client Address: 2300 North Jog Rd., 4<sup>th</sup> Fl., WPB, FL 33411

Phone Number: 233-2400 Tracy Logue

Nature of Work: Supply, Haul, Convey & Place 240K tons sand

Contract Completion Time: 195 days

Actual Completion Time: Began 11/2014

Actual Final Contract Completion Date: 4/10/2015

Original Contract Price: \$7,412,035.00

Actual Final Contract Price: \$7,640,840.76

*Similar work performed 2015:*

***Project Name: Grassy Flats Restoration Project***

Client Name: Palm Beach County ERM

Client Address: 2300 North Jog Rd., 4<sup>th</sup> Fl., WPB, FL 33411

Phone Number: (561) 233-2400, Eric Anderson

Nature of Work: Wetland Restoration; 20 acres

Contract Completion Time: 358 days

Actual Completion Time: 301 days

Actual Final Contract Completion Date: 3/20/2015

Original Contract Price: \$1,688,921.00

Actual Final Contract Price: \$1,699,970.21

***Project Name: Singer Island Dune Restoration***

Client Name: Palm Beach County ERM

Client Address: 2300 North Jog Rd., 4<sup>th</sup> Fl., WPB, FL 33411

Phone Number: (561) 233-2400, Andy Studt

Nature of Work: Supply, haul, convey & place 56k tons sand

Contract Completion Time: 54 days

Actual Completion Time: 54 Days

Actual Final Contract Completion Date: 3/20/2015

Original Contract Price: \$1,308,592.00

Actual Final Contract Price: \$1,303,960.70

*Similar work performed 2014:*

***Project Name: Coral Cove Dune Restoration***

Client Name: Palm Beach County ERM

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

Phone Number: 561-233-2400, Reuben Bishop

Nature of Work: Supply, Haul, Convey & Place 35K tons sand

Contract Completion Time: 45 days

Actual Completion Time: 35 days

Actual Final Contract Completion Date: 2/10/2014

Original Contract Price: \$ 790,189.57

Actual Final Contract Price: \$773,316.76

***Project Name: Pelican Bay Beach/Vanderbilt Beach***

Client Name: Collier County Coastal Zone Mgmt.

Client Address: 3299 Tamiami Trail E, Naples, FL

Phone Number: 239-252-2966, Gary McAlpin

Nature of Work: Supply, Haul & Place 52K tons sand

Contract Completion Time: 136 days

Actual Completion Time: 125 days

Actual Final Contract Completion Date: 2/1/2014

Original Contract Price: 1,304,660.00

Actual Final Contract Price: \$1,102,054.69

*Similar work performed 2014:*

***Project Name: Broward County Z Flood Control***

Client Name: Army Corps of Engineers, Miami Office

Client Address: 3000 SW 148<sup>th</sup> Ave., #2541, Miramar, FL

Phone Number: 305-308-0555, Janae' Ball

Nature of Work: Supply, Haul, Convey & Place 185K tons sand

Contract Completion Time: 152 days

Actual Completion Time: 121 days

Actual Final Contract Completion Date: 3/4/2014

Original Contract Price: \$7,112,594.86

Actual Final Contract Price: \$8,183,050.54

***Project Name: Grassy Flats Restoration Project***

Client Name: Palm Beach County ERM

Client Address: 2300 North Jog Rd., 4<sup>th</sup> Fl., WPB, FL 33411

Phone Number: (561) 233-2400, Eric Anderson

Nature of Work: Wetland Restoration; 20 acres

Contract Completion Time: 358 days

Actual Completion Time: Start date 6/10/2014

Actual Final Contract Completion Date: 3/20/2015

Original Contract Price: \$1,688,921.00

Actual Final Contract Price: \$1,699,970.21

*Similar work performed 2013:*

***Project Name: Singer Island Dune Restoration***

Client Name: Palm Beach County ERM

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

Phone Number: 561-233-2400, Michael Stahl

Nature of Work: Haul, Convey & Place 70,000 tons of sand

Contract Completion Time: 60 days

Actual Completion Time: 53 days

Actual Final Contract Completion Date: 2/28/2013

Original Contract Price: \$969,998.00

Actual Final Contract Price: \$1,585,908.00

***Project Name: State Road A1A Emergency Beach Repairs***

Client Name: Broward County

Client Address: 115 S Andrews Ave., Ft. Lauderdale, FL 33301

Phone Number: 954-519-1231

Nature of Work: Supply, Haul & Place 36k tons of sand

Contract Completion Time: 35 days

Actual Completion Time: 35 days

Actual Final Contract Completion Date: 4/5/2013

Original Contract Price: \$1,165,410.00

Actual Final Contract Price: \$1,165,410.00

*Similar work performed 2013:*

***Project Name: Vanderbilt Beach/Pelican Bay Beach***

Client Name: Collier County Coastal Zone Mgmt.

Client Address: 3299 Tamiami Trail E, Naples, FL

Phone Number: 239-252-2966, Gary McAlpin

Nature of Work: Supply, Haul & Place 92K tons sand

Contract Completion Time: 136 days

Actual Completion Time: 125 days

Actual Final Contract Completion Date: 12/30/2013

Original Contract Price: 2,217,265.00

Actual Final Contract Price: \$2,325,769.12

***Project Name: Broward County Z Flood Control***

Client Name: Army Corps of Engineers, Miami Office

Client Address: 3000 SW 148<sup>th</sup> Ave., #251, Miramar, FL

Phone Number: 561-308-0555, Janae' Ball

Nature of Work: Supply, Haul, Convey & Place 130K tons sand

Contract Completion Time: 136 days

Actual Completion Time: t/b/d

Actual Final Contract Completion Date: Still ongoing end 2013

Original Contract Price: \$7,112,594.86

Actual Final Contract Price: \$3,913,632.29 as of 12/31/2013



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 16 day of May, 2018.

Eastman Aggregate Enterprises, LLC

PRINCIPAL

By: 

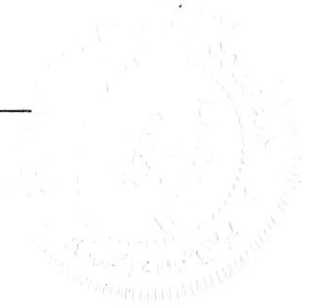
Bernard Eastman Managing Member

Philadelphia Indemnity Insurance Company

SURETY

By: 

Attorney-In-Fact Robert Barra



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PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Robert Barra of Bob Barra Bonds, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

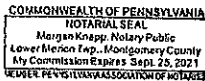
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Margen Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16 day of May, 20 18




Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

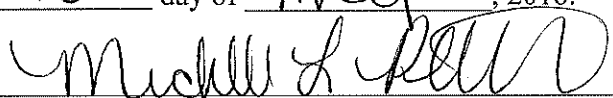
ANTI-KICKBACK AFFIDAVIT

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: 

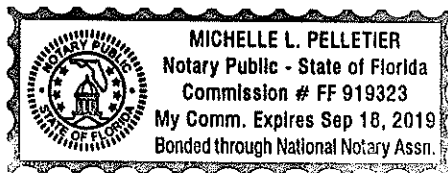
Sworn and subscribed before me this

16<sup>th</sup> day of May, 2018.  


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9/18/2019

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**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. ITB # 18-006 for Smathers Beach Renourishment
  
2. This sworn statement is submitted by Eastman Aggregate Enterprises, LLC  
(Name of entity submitting sworn statement)  
whose business address is 3705 Bellevue Ave  
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.)

[Signature]  
(Signature)  
May 18, 2018  
(Date)

STATE OF FLORIDA

COUNTY OF PALM BEACH

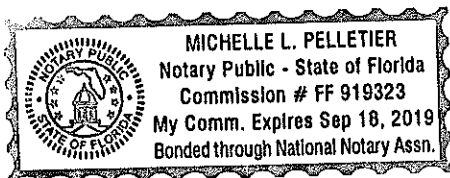
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 16<sup>th</sup> day of May, 2018.

My commission expires:  
NOTARY PUBLIC

[Signature]




**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.

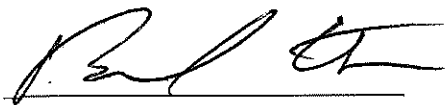
The CONTRACTOR's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the CONTRACTOR's limit of or lack of sufficient insurance protection.

CONTRACTOR: Eastman Aggregate Enterprises, LLC SEAL:  
3705 Bellevue Ave, Lallo North FL  
Address 33461  
  
Signature  
Bernard Eastman  
Print Name  
Managing member  
Title  
DATE: May 16, 2018

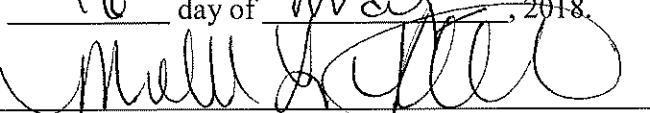
**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA )  
 : SS  
COUNTY OF PALM BEACH )

I, the undersigned hereby duly sworn, depose and say that the firm of Eastman Aggregate Enterprises, LLC provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

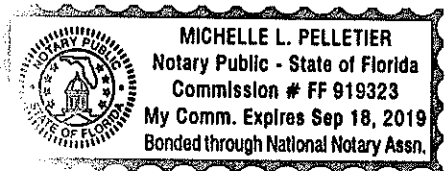
By: 

Sworn and subscribed before me this

16<sup>th</sup> day of May, 2018.  


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9/18/2019



CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA )  
: SS  
COUNTY OF PALM BEACH )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Eastman Aggregate Enterprises, LLC have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).



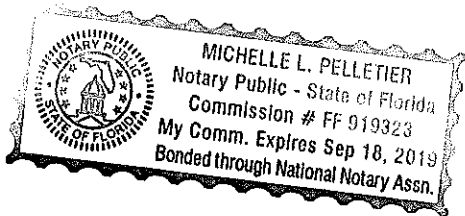
Sworn and subscribed before me this

16<sup>th</sup> Day of May, 2018.



NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 9/18/2019



**Sec. 2-773. Cone of Silence**

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and



- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.
- (c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:
- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
  - 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.
    - (A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.
    - (B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.
  - 3) Oral communications at duly noticed pre-bid conferences;
  - 4) Oral presentations before publicly noticed evaluation and/or selection committees;
  - 5) Contract discussions during any duly noticed public meeting;
  - 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
  - 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
  - 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

\*\*\*\*\*

**NON-COLLUSION AFFIDAVIT**

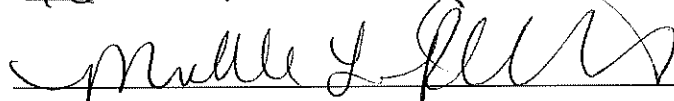
STATE OF FLORIDA )  
: SS  
COUNTY OF PALM BEACH )

I, the undersigned hereby 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.

By: 

Sworn and subscribed before me this

16<sup>th</sup> day of May, 2018.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9/18/2019



**LOBBYING RESTRICTIONS**

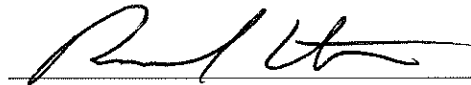
The undersigned certifies, to the best of his or her knowledge and belief, that:

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 subrecipients 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.

 Signature of Contractor's Authorized Official  
Bernard Eastman, Member Name and Title of Contractor's Authorized Official  
May 16, 2018 Date

\*\*\*\*\*

## 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 the bid.)

- All Contract documents thoroughly read and understood.
- All blank spaces in Bid Form filled in, using black ink.
- Total and unit prices added correctly.
- Addenda acknowledged (if applicable).
- Subcontractors (if applicable) are named as indicated in the Proposal.
- Experience record included.
- Bid signed by authorized officer.
- Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
- Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
- Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.
- Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract, one (1) original and two (2) USB drives, each containing a single complete PDF file.
- Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
- Other forms listed below.

**Bidders shall cite compliance with these required Contract Provisions and shall include the following EXECUTED documents with bid:**

- Anti-Kickback Affidavit.
- Public Entity Crimes.
- City of Key West Indemnification Form.
- Equal Benefits for Domestic Partners Affidavit.
- Non-collusion Affidavit.
- Cone of Silence Affidavit.
- Lobbying Restrictions Certification

**Failure to include the above forms may result in a determination that the proposal is nonresponsive.**

**Additionally, a signed bid shall indicate acknowledgement and compliance with the following federal regulations on pages 67-72 of the Supplementary Conditions:**

- Access by Grantee
- Copyrights
- Disadvantaged Business Enterprises (DBE)
- Energy Policy & Conservation Act
- Equal Employment Opportunity
- Contract Hours & Safety Standards
- Clean Air Act
- Federal Water Pollution Control Act
- Disbarment & Suspension
- Byrd Anti-Lobbying Amendment
- Procurement of Recovered Materials
- Retention of All Records
- Additional Federal Regulations



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783**

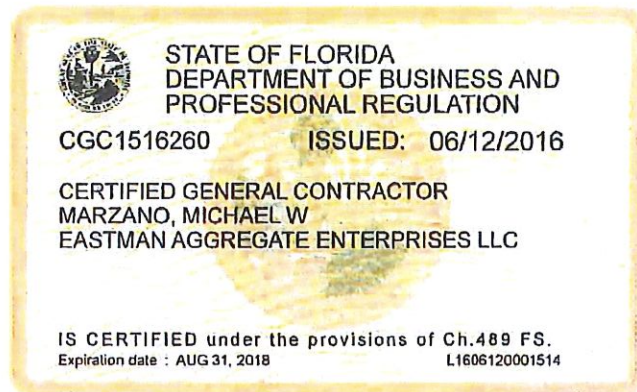
**(850) 487-1395**

**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](http://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!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

<b>LICENSE NUMBER</b>	
CGC1516260	

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

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



# *State of Florida*

## *Department of State*

I certify from the records of this office that EASTMAN AGGREGATE ENTERPRISES, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 30, 2004.

The document number of this limited liability company is L04000064140.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on March 28, 2018, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-eighth day of March,  
2018*



*Ken DeFoner*  
*Secretary of State*

Tracking Number: CC7868917415

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L04000064140

**Entity Name:** EASTMAN AGGREGATE ENTERPRISES, LLC

**Current Principal Place of Business:**

3705 BELLEVUE AVENUE  
LAKE WORTH, FL 33461

**Current Mailing Address:**

3705 BELLEVUE AVENUE  
LAKE WORTH, FL 33461 US

**FEI Number:** 20-1556749

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

DE SANCTIS, PETER V  
641 UNIVERSITY BLVD  
SUITE 201  
JUPITER, FL 33458 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title MGR  
Name BDE MANAGEMENT SERVICES, INC.  
Address 3705 BELLEVUE AVENUE  
City-State-Zip: LAKE WORTH FL 33461

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** BERNARD EASTMAN

MANAGING MEMBER

03/28/2018

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date





**ANNE M. GANNON**  
**CONSTITUTIONAL TAX COLLECTOR**  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.com Tel: (561) 355-2284

**\*\*LOCATED AT\*\***

**3705 BELLEVUE AVE**  
**LAKE WORTH, FL 33461**

*Serving you:*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0102 EXCAVATING	EASTMAN BERNARD		B17.502850 - 09/01/17	\$33.00	B40118218

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

B3 - 541

EASTMAN AGGREGATES ENTERPRISES LLC  
 EASTMAN AGGREGATES ENTERPRISES LLC  
 3705 BELLEVUE AVE  
 LAKE WORTH, FL 33461-4117

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2017/2018 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200818563**  
**EXPIRES: SEPTEMBER 30, 2018**

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.



**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\*\***

3705 BELLEVUE AVE  
 LAKE WORTH, FL 33461

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
48-4110 TRUCKING SERVICE	EASTMAN BERNARD		B17.502847 - 09/01/17	\$33.00	B40116219

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

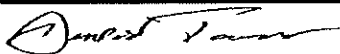
B2 - 541

EASTMAN AGGREGATES ENTERPRISES LLC  
 EASTMAN AGGREGATES ENTERPRISES LLC  
 3705 BELLEVUE AVE  
 LAKE WORTH, FL 33461-4117

**STATE OF FLORIDA  
 PALM BEACH COUNTY  
 2017/2018 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200509806  
 EXPIRES: SEPTEMBER 30, 2018**

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.

<b>CERTIFICATE OF LIABILITY INSURANCE</b>							Date 2/5/2018			
<b>Producer:</b> Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				<b>This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.</b>						
									Insurers Affording Coverage	
<b>Insured:</b> South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurer A: Lion Insurance Company		11075				
				Insurer B:						
				Insurer C:						
				Insurer D:						
				Insurer E:						
<b>Coverages</b>										
<small>The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.</small>										
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits				
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur  General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$			
						Damage to rented premises (EA occurrence)	\$			
						Med Exp	\$			
						Personal Adv Injury	\$			
						General Aggregate	\$			
						Products - Comp/Op Agg	\$			
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$			
						Bodily Injury (Per Person)	\$			
						Bodily Injury (Per Accident)	\$			
						Property Damage (Per Accident)	\$			
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence				
						Aggregate				
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2018	01/01/2019	X	WC Statutory Limits	OTH-ER		
							E.L. Each Accident	\$1,000,000		
							E.L. Disease - Ea Employee	\$1,000,000		
							E.L. Disease - Policy Limits	\$1,000,000		
Other			<b>Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616</b>							
<b>Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:</b>							Client ID: 37-65-001			
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": <p style="text-align: center;"><b>Eastman Aggregate Enterprises, LLC</b></p> Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562. <b>Project Name:</b> FOR BID PURPOSES ONLY ISSUE 02-05-18 (PH)										
							<b>Begin Date 4/1/2016</b>			
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>						
EASTMAN AGGREGATE ENTERPRISES, LLC				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.						
3705 BELLEVUE AVENUE LAKEWORTH, FL 33461										



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2018

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).

<b>PRODUCER</b> Gateway-Acentria Insurance, LLC 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311	<b>CONTACT NAME:</b> Certificate Team	
	<b>PHONE (A/C, No, Ext):</b> 954-735-5500	<b>FAX (A/C, No):</b> 954-735-2852
<b>E-MAIL ADDRESS:</b> certificates@gatewayins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Travelers Property Casualty Company of America		25674
<b>INSURER B :</b> Everest Indemnity Ins. Co.		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED** FLORSOI-VC  
 Florida Soils & Aggregates LLC, Eastman Aggregate Enterprises, LLC, BEL Equipment Leasing LLC, Fluidized Rock Systems, BDE Management Services Inc  
 3705 Bellevue Avenue  
 Lake Worth FL 33461

**COVERAGES** **CERTIFICATE NUMBER:** 1320389824 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CO-4984C94A-17	4/16/2018	4/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			810-1E316320-17	4/16/2018	4/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3J575633-17	4/16/2018	4/16/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Liability			EF4P004167-171	11/12/2017	11/12/2018	Limit Aggregate 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Insurer A Equip Floater policy #QT6604953C648TIL17 3-15-18 to 3-15-19 Leased/ Rented equipment \$400,000 per item Deductible \$2,500  
 Attn: Liz Plaska of Broward County Risk Management

**CERTIFICATE HOLDER**

Proof of Insurance

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Dale P. Hill*

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