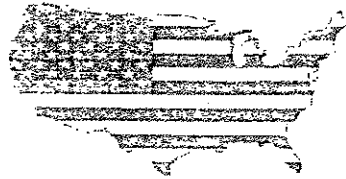


COPY

American



Earth Movers, Inc

ITB # 11-016: SMATHERS BEACH RENOURISHMENT REBID

CITY CLERK

KEY WEST CITY HALL

525 ANGELA STREET

KEYWEST, FLORIDA 33040

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: American Earth Movers Inc.

Address: 940 NE 79 Street

Miami FL 33138

Contact Name: George Munne'

Email: Gmunne@EarthMover.US

Telephone: 305-756-7616

Fax: 305-756-7626

Signature:  Date: 4/1/11

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. 1, 2,

_____, _____, _____. (Bidder shall insert No. of each addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his 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>
-------------	---------------	-------------	-----------------	-------------------	----------------------------

PAYMENT AND PERFORMANCE BONDS

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

1	LS		\$ <u>25,000</u>		\$ <u>25,000</u>
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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		\$ <u>100,000</u>		\$ <u>100,000</u>
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2b.) General & Supplementary Conditions, (paid 25%, then on percentage of completion)

1	LS		\$ <u>50,000</u>		\$ <u>50,000</u>
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2c.) M.O.T., (paid 25%, then on percentage of completion)

1	LS		\$ <u>25,000</u>		\$ <u>25,000</u>
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2d.) Demobilization (paid at completion of final punch list completion)

1	LS		\$ <u>10,000</u>		\$ <u>10,000</u>
---	----	--	------------------	--	------------------

<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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3. SMATHERS BEACH SAND (includes purchase, delivery, placement, grading of Ortona Mine Sand)

3a.) purchase of Ortona Mine Sand

17,500	TONS	\$ 10,228.57		\$ 179,000
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3b.) delivery of Ortona Mine Sand

17,500	TONS	\$ 10,228.57		\$ 179,000
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3c.) placement, grading of Ortona Mine Sand

17,500	TONS	\$ 10,228.57		\$ 179,000
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4. SMATHERS BEACH TILLING

1	LS	\$ 1,000		\$ 1,000
---	----	----------	--	----------

5. TURBIDITY BARRIERS

1	LS	\$ 1,000		\$ 1,000
---	----	----------	--	----------

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

Total of extended unit price items: \$ 749,000

Seven Hundred Forty Nine Thousand Dollars 0 Cents
 (Amount written in words has precedence)

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

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>George Munne'</u>	<u>president</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 1 day of April, 2011.

(SEAL)

Name of Corporation

By: American Earth Movers Inc.

Attest: ¹⁰⁵⁰ Rily Gonzalez Title: President
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 _____

EXPERIENCE OF BIDDER

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

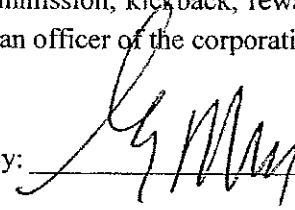
(List similar projects, with types, names of clients, construction costs, and references with phone numbers. Use additional sheets if necessary.)

Please see Attached (AEM History of similar projects)

ANTI-KICKBACK AFFIDAVIT

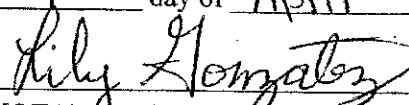
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

1 day of April, 2011.


NOTARY PUBLIC, State of Florida at Large



My Commission Expires: Jun 21, 2014
:

* * * * *

**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. REBID-0-2011/55 for American Earth Movers Inc

2. This sworn statement is submitted by American Earth Movers Inc.
(Name of entity submitting sworn statement)
whose business address is 940 NE 79 Street Miami FL 33138
and (if applicable) its Federal
Employer Identification Number (FEIN) is 650724929 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is George Monné and my relationship to
(Please print name of individual signing)
the entity named above is president

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public 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 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 t 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.)

NO 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.

NO 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.)

NO 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.)

NO 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.)

NO 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)
4/1/11
(Date)

STATE OF Florida

COUNTY OF Bade

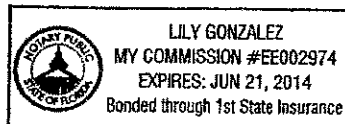
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 1 day of April, 2011.

My commission expires:
NOTARY PUBLIC

Jun 21, 2014



**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 American Earth Movers Inc. Phone: 305-756-7616

Current Local Address: 940 NE 79 Street Miami FL 33138 Fax: 305-756-7626
(P.O Box numbers may not be used to establish status)

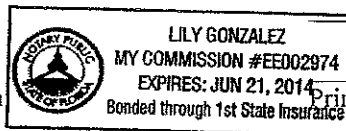
Length of time at this address 3 years

Signature of Authorized Representative _____

4/1/11
Date

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 1 day of April, 2011.
By George Munnal President, of American Earth Movers Inc.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)



Lily Gonzalez
Signature of Notary

Lily Gonzalez
Print, Type or Stamp Name of Notary

office Administrator
Title or Rank

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

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: American Earth Movers SEAL:

940 NE 79 Street
Address


Signature

George Monne'
Print Name

president
Title

DATE: 4-1-11

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 1ST day of APRIL, 2011.

AMERICAN EARTH MOVERS, INC.

PRINCIPAL

By: 

THE GUARANTEE COMPANY OF NORTH AMERICA USA

SURETY

By: 

Attorney-In-Fact
BRETT ROSENHAUS, ATTORNEY IN FACT



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Brett Rosenhaus
Nielson and Company, Inc. ~ Lake Worth

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 21st day of July, 2010.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 21st day of July, 2010 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 1ST day of APRIL, 2011.



Randall Musselman, Secretary

American



Earth Movers, Inc

AEM History of Similar Project

Ft. Zachary Taylor Historic State Park ✓

Contract Number: DC741

Owner: Florida Department of Environmental Protection

Address 3900 Commonwealth Boulevard Tallahassee Florida, 32399

Work Provided: Beach Renourishment, Dune Restoration, Reconstructed berms and fill placement

Date Completed: 12/3/2007

Project Amount: \$412,000.00

Contact name: Mark.knapke@dep.state.fl.us Office: 850-927-2111

Email: Mark.knapke@dep.state.fl.us

Chain of Lakes Restoration Project ✓

Contract Number: 2007907

Owner: Palm Beach County

Address: 2300 North Jog Road 4th Floor West Palm Beach FL 33411

Work Provided: Hydraulic Dredging & Dewatering

Date Completed: 1/2009

Project Amount: \$2.5 million

Contact Name: Carolyn Beisner Office: 561-233-2435 Fax: 561-233-2414

Email: cbeisner@co.palm-beach.fl.us

Ademar and Davis Canal Waterway ✓

Contract Number: 08-09-019

Owner: City Of Miami

Address: 444 SW 2nd Avenue Miami FL, 33130

Work Provided: Dredging and Dewatering

Date Completed: 11/2009

Project Amount: \$ 1,248,000.00

Contact Name Keith Ng Office: 954-559-9963

Email: Ngk@miamidade.gov

Coral Gables Canal Bank Stabilization Phase VII ↗

Contract # 20090331

Owner: Miami Dade County Public Works Department

Address: 111 NW 1st Street, 16th Floor Miami, Florida 33128

Work Provided: Bank Stabilization

Date Completed: 10/2010

Project Amount: \$ 248,000.00

Contact Name: Mercedes Barrera Office: 786-222-9912

Email: barrem@miamidade.gov

Good Samaritan-Single Creek ↗

Contract Number: 08-553-RJ

Owner: Osceola County

Address: 1 Court House Square Kissimmee FL, 34741

Work Provided: Dredging & Dewatering

Date Completed: 1/2009

Project Amount: \$1.2 million

Contact Name: Paul Holmes Office: 321-624-7177 Fax: 407-343-1767

Email: Phol@osceola.org

S-62 Scour Repair Orange County

Contract Number: 6000000210

Owner: South Florida Water Management District

Address: 2101 Centrpark West Dr. Suite 110 West Palm Beach, FL 33409

Work Provided: Clearing & Grubbing, Excavation, Mechanical dredging, bankfill, bank protection dewatering, sheetpiles, riprap, fabric

Date Completed: 8/2009

Project Amount: \$ 1,439,000.00

Contact Name: Tom Mckernan Office: 561-682-6325 Fax: 561-682-6374 Mobil: 561-662-5453

Email: tmckerna@sfwmd.gov

Virginia Key Wetland Restoration Project

Contract Number: 2007907

Owner: Miami Dade County

Address: 701 NW 1st Court – 5th Floor Miami FL, 33136

Work Provided: Clearing/Grubbing, Dredging, Board Walk, Removal and Planting of Exotic Plants

Date Completed: 2008

Project Amount: \$ 1,326,334.95

Contact name: Julio Nores Office: 305-372-6425 Mobil: 786-251-9472

Email: NoresJ@miamidade.gov

STA 2 Levee Repairs \

Contract Number: 600000036/BF001

Owner: South Florida water Management

Address: 3301 Gun Club Road West Palm Beach FL, 33406

Work Provided: Canal Restoration, Hydraulic Dredging and Dewatering

Date Completed: 7/2007

Project Amount: \$ 1,248,000.00

Contact Name: Jerry Flynn Office: 561-662-8565

Email: gflynn@sfwmd.gov

Miami Dade County

Contract Number: Bear 2-GOB-08

Owner: Department of Environmental Resources Management

Address: 701 NW 1 Court Sweet 500 Miami FL, 33136

Work Provided: Beach Renourishment Throughout Miami Beach

Date Completed: Active

Project Amount: \$2,400,000.00

Contact Name: Julio Nores Office: 305-372-6950

Email: jnores@miamidade.gov

Dup with different owner



THE CITY OF KEY WEST

1340 Flagler Ave
Key West, FL 33040

**ADDENDUM 1: ITB #: 11-016
SMATHERS BEACH RENOURISHMENT:
March 31, 2011**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. The original bid opening of April 1, 2011, 3:00 PM has been changed to April 8, 2011, 3:00 PM

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


Signature

American Earth Movers Inc.
Name of Business



THE CITY OF KEY WEST


1340 Flagler Ave
Key West, FL 33040

ADDENDUM 2: ITB #: 11-016
SMATHERS BEACH RENOURISHMENT:
April 4, 2011

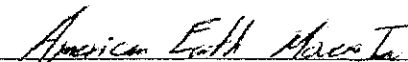
This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. Based on the U.S. Department of Labor, Fish and Wildlife Biological Opinion in the U.S. Army Corps of Engineers Permit Number SAJ-1998-01677 beach compatible sand will be obtained from the ER Jahna Ortona Sand Mine in Moore Haven, Florida and must be approved by DEP and meet all requirements as outlined in the Florida Administrative Code subsection 62B-41.007

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



Signature



Name of Business



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

DURANT, THOMAS WILLIAM
AMERICAN EARTH MOVERS INC
821 NE 79TH STREET
MIAMI FL 33138

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 AC# 5036396
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC061280 07/14/10 090478922

CERTIFIED GENERAL CONTRACTOR
DURANT, THOMAS WILLIAM
AMERICAN EARTH MOVERS INC

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2012 L10071401299

DETACH HERE

AC# 5036396

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10071401299

DATE	BATCH NUMBER	LICENSE NBR
07/14/2010	090478922	CGC061280

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

DURANT, THOMAS WILLIAM
AMERICAN EARTH MOVERS INC
821 NE 79TH STREET
MIAMI FL 33138

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

State of Florida

Department of State

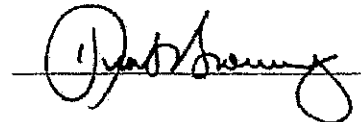
I certify from the records of this office that AMERICAN EARTH MOVERS, INC. is a corporation organized under the laws of the State of Florida, filed on November 18, 1996.

The document number of this corporation is P96000095182.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 20, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twenty First day of January, 2011*



Secretary of State



Authentication ID: 400191989994-012111-P96000095182

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

<https://efile.sunbiz.org/certauthver.html>



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



1414881768

Sample Information

Sample No 1414881768
 Date Sampled 03/24/2011 07:39
 Date Completed 03/24/2011 07:39
 Sampled By David L. Capes
 Tested By David L. Capes
 Type Shipping
 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	445.80	432.20		3.1				
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)	0.5	0.5	0.1	0.1	99.9			
#16 (1.18mm)	13.0	13.5	3.0	3.1	96.9			
#30 (0.6mm)	146.2	159.7	33.8	37.0	63.0			
#50 (0.3mm)	158.1	317.8	36.6	73.5	26.5			
#100 (0.15mm)	109.1	426.9	25.2	98.8	1.2			
#200 (75um)	5.1	432.0	1.18	99.95	0.05			
#230 (63um)	0.0	432.0	0.00	99.95	0.05			
Pan	0.2	432.2	0.05	100.00	0.00			

Other Test Results

Test Name	Date	Result	Unit	Target	Specification	Comment
	Procedure	Lab			Tested By	
D15/D85	03/24/2011 07:39	0.24				
		Ortona Sand Company (FDOT Pit # 05-045)			David L. Capes	
D50	03/24/2011 07:39	0.47	mm	0.42-0.5	0.35-0.55	
		Ortona Sand Company (FDOT Pit # 05-045)			David L. Capes	
FM	03/24/2011 07:39	2.125		1.99-2.15		
	ASTM C-136	Ortona Sand Company (FDOT Pit # 05-045)			David L. Capes	