



THE CITY OF KEY WEST

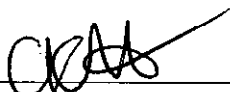
1340 Flagler Ave
Key West, FL 33040

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

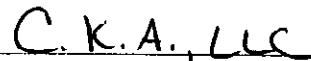
This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

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



Name of Business



THE CITY OF KEY WEST

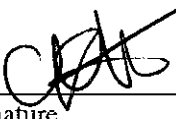
1340 Flagler Ave
Key West, FL 33040

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

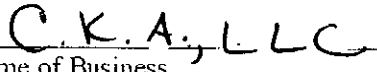
This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

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.

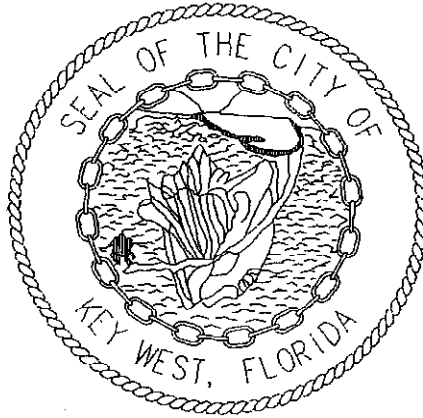


Signature



Name of Business

CONTRACT DOCUMENTS FOR:



ITB #11-016: SMATHERS BEACH
RENOURISHMENT REBID

PROJECT # GR 0701
MARCH 2011

MAYOR: CRAIG CATES

COMMISSIONERS:

TERI JOHNSTON

BARRY GIBSON

JIMMY WEEKLEY

CLAYTON LOPEZ

MARK ROSSI

BILLY WARDLOW

Prepared by:
City of Key West
Engineering Services

CITY OF KEY WEST
KEY WEST, FLORIDA

CONTRACT DOCUMENTS

for

ITB #11-016: SMATHERS BEACH RENOURISHMENT REBID

CONSISTING OF:
BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
SPECIFICATIONS
DRAWINGS

CITY OF KEY WEST
ENGINEERING SERVICES
KEY WEST, FLORIDA

Engineering Project No. GR 0701

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PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for the Construction of ITB #11-016: SMATHERS BEACH RENOURISHMENT REBID, PR 0701, addressed to the City of Key West, will be received at the office of the City Clerk, City of Key West, 525 Angela St., Key West, Florida, until 3:00 p.m., local time, on Friday, April 1, 2011 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The City retains the right to award bid to the bidder that best meet the needs of the City

The project contemplated consists of the placement of approximately 17,500 tons of Ortona Mine Sand at Smathers Beach. The sand will be placed above and below mean high water according to the attached drawings and permits.

Drawings and Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712.

One (1) original, one (1) copy, and 2 CD copies or flash drives in PDF format of the Bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside, "ITB #11-016: SMATHERS BEACH RENOURISHMENT REBID" and addressed to:

CITY CLERK
KEY WEST CITY HALL
525 ANGELA STREET
KEY WEST, FLORIDA 33040

Each Bid must be submitted on the prescribed forms and accompanied by bid security as prescribed in the Instructions to Bidders, payable to the City of Key West, Florida, in an amount not less than 5 percent of the amount bid.

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. Within 10 days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the state and that the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before he can enter into the agreement contained in the Contract Documents. Specifically, within 10 days after the Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates:

- A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.
- C. A valid occupational license issued by the City of Key West, Florida.

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the OWNER will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the OWNER to evaluate the Bidder's qualifications.

For information concerning the proposed work or for an appointment to visit the site of the proposed work, contact Janet Muccino, Project Manager, @ (305) 809-3867.

At the time of the award, the successful Bidder must show satisfactory document of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded in Bid. The City may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary, (6) or if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least eight (8) days prior to the Bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents which will be furnished to all registered holders of Bidding Documents. Bidders shall submit with their PROPOSALS, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid and the scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of the Contract by the Owner.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is required that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work.

This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. UNIT PRICE

The Proposal for the work is to be submitted on a unit price basis. Unit prices shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. The estimate of quantities of work to be done is tabulated in the Proposal and although stated with as much accuracy as possible is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. Payment to the CONTRACTOR will be made on the measurement of the work actually performed by the CONTRACTOR.

6. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Proposal form must be filled in, as required, in BLACK INK. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between amounts stated in writing and the amounts stated in figures.

Any Proposal shall be deemed informal which contains omissions erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one Proposal from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Proposal for work contemplated; all Proposals in which such Bidder is interested will be rejected.

C. SIGNATURE

The Bidder shall sign his proposal in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than

an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

D. SPECIAL BIDDING REQUIREMENTS

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 38, ORDINANCES, PERMITS, and LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in related work. Such experience record shall provide at least five (5) current or recent projects of similar work, preferably within Florida or the Southeastern United States. For each project the following information will be provided:

1. Description and location of work
2. Contract amount
3. Dates work was performed
4. Owner
5. Name of Owner's contact person and phone number

E. ATTACHMENTS

Bidder shall complete and submit the following forms with his Bid:

Bid Security
Anti-Kickback Affidavit
Public Entity Crime Form
Local Vendor Certification
Key West Indemnification Form

7. STATE AND LOCAL SALES AND USE TAX

Unless the Supplementary Conditions contains a statement that the Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract; all state and local sales and use taxes as required by the laws and statutes of the state and its political subdivisions shall be paid by the Contractor. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

8. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the

manner set forth in the Invitation to Bid. Proposals must be made on the Proposal forms provided herewith and submitted intact with the volume containing the Bidding requirements, Contract forms, and Conditions of the Contract.

Each Proposal must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for the receipt of Proposals. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Proposals, and it shall be so worded as not to reveal the amount of the original Proposal. No Proposal may be withdrawn after the time scheduled for the opening of Proposals, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

Proposals must be accompanied by cash, a certified check drawn on a bank in good standing, or a Bid Bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This Bid security shall be given as a guarantee that the Bidder will not withdraw his Proposal for a period of Sixty (60) days after Bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract within the time specified.

The attorney-in-fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of the execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within fifteen (15) days after the award of the Contract, the Owner will return the Bid securities to all Bidders whose Proposals are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Proposals they accompanied.

12. AWARD OF CONTRACT

Within forty-five (45) calendar days after the opening of the Proposals, the Owner will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Bidder's representative. In the event of failure of the lowest responsive Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest, responsive, responsible Bidder. Such award, if made, will be made within sixty (60) days after the opening of the Proposals.

The Owner reserves the right to accept or reject any and all Proposals, and to waive any informalities and irregularities in said Proposal.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of that Proposal from the lowest responsive, responsible Bidder, which in the Owner's sole and absolute judgement, will serve the best interests of the Owner.

The Owner reserves the right to accept or reject any or all Proposals and to waive any informalities and irregularities in said Proposals.

If at the time this Contract is to be awarded, the total of the lowest acceptable Proposal exceeds the funds then estimated by the Owner as available, the Owner may reject all Proposals or take such other action as best serves the Owner's interest.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving notice of award, sign and deliver to the Owner a Contract in the form hereto attached together with the acceptable insurance certificates as required in these Documents. Within ten (10) working days after receiving the signed Contract, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the OWNER, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the OWNER. The Surety furnishing this bond shall have a sound financial standing and a record of service

satisfactory to the OWNER, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570 or amendments thereto in the Federal Register of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS

The Bidder who has a contract awarded to him and who fails to promptly and properly execute the contract shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Owner, and it is agreed that said sum is a fair estimate of the amount of the damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond.

17. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on site and with his own organization, labor equivalent to at least forty (40) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the client's advantage, the percentage of labor to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the Contractor from the Engineer.

18. TIME OF COMPLETION

The time of the completion of the work to be performed under this contract is stated in the Proposal and is the essence of this Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the Contract Documents.

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: C.K.A., LLC

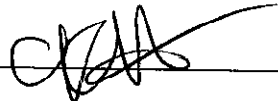
Address: 1136 New York Avenue
St. Cloud, FL 34769

Contact Name: Kenney Arrington

Email: ckallcsitecontractors@gmail.com

Telephone: 407-709-2504

Fax: 407-957-5444

Signature:  Date: 4/16/11

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>
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PAYMENT AND PERFORMANCE BONDS

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

1	LS	\$ <u>14,281</u>	Fourteen thousand two hundred eighty-one dollars.	\$ <u>14,281.00</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>27,000</u>	Twenty-seven thousand dollars	\$ <u>27,000</u>
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2b.) General & Supplementary Conditions, (paid 25%, then on percentage of completion)

1	LS	\$ <u>500⁰⁰</u>	Five hundred dollars	\$ <u>500.00</u>
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2c.) M.O.T., (paid 25%, then on percentage of completion)

1	LS	\$ <u>5,000</u>	Five thousand dollars	\$ <u>5,000⁰⁰</u>
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2d.) Demobilization (paid at completion of final punch list completion)

1	LS	\$ <u>500.00</u>	Five hundred dollars	\$ <u>500.00</u>
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<u>Item</u>	<u>Quant.</u>	<u>Unit</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>Extended Total Amt.</u>
3. SMATHERS BEACH SAND (includes purchase, delivery, placement, grading of Ortona Mine Sand)					
3a.) purchase of Ortona Mine Sand					
	17,500	TONS	\$ <u>10.49</u>	Ten dollars and forty-nine cents	\$ <u>183,575.00</u>
3b.) delivery of Ortona Mine Sand					
	17,500	TONS	\$ <u>56.12</u>	Fifty-six dollars and twelve cents	\$ <u>982,100.00</u>
3c.) placement, grading of Ortona Mine Sand					
	17,500	TONS	\$ <u>6.65</u>	Six dollars and sixty-five cents	\$ <u>116,375.00</u>

4. SMATHERS BEACH TILLING

	1	LS	\$ <u>1500.00</u>	Fifteen hundred dollars	\$ <u>1500.00</u>
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5. TURBIDITY BARRIERS

	1	LS	\$ <u>2500.00</u>	Two thousand five hundred dollars.	\$ <u>2500.00</u>
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TOTAL OF ALL UNIT PRICE ITEMS LISTED ABOVE (1,2a -d, 3a-c, 4 & 5)

Total of extended unit price items: \$ 1,333,331.00

One million three hundred thirty-three thousand ^{three hundred thirty one dollars} Dollars zero Cents
 (Amount written in words has precedence)

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

C.K.A., LLC

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: _____

Name: R. Peaden, Inc

Address: 4324 Colonial Avenue; Jacksonville, FL 32210

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: C.K.A., LLC

Doing business at 1136 New York Avenue

City Saint Cloud State FL Zip 34769

Telephone No. 407-957-9444

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

C.K.A., LLC

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
Charles Kenneth Arrington	managing member
Charles Nicholas Gross, III	managing member
Royce Peaden	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 6th day of April, 2011.

(SEAL)

Name of Corporation C.K.A., LLC

By: [Signature]

1050 Title: Managing member

Attest: [Signature]

Secretary

If Sole Proprietor or Partnership

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

Signature of Bidder _____

Title _____

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.)

- ① Brevard County 2004 50,000 cubic yards
\$975,000⁰⁰ Reference: Mike M^cGarry
Cell: 321-537-1779 office: 321-633-2016
- ② Brevard County 2008 115,000 cubic yards
\$2,300,000⁰⁰ Reference: Mike M^cGarry
Cell: 321-537-1779 office: 321-633-2016
- ③ Brevard County 2009 169,000 cubic yards
\$3,200,000⁰⁰ Reference: Mike M^cGarry
Cell: 321-537-1779 office: 321-633-2016
- ④ Indian River County 2009 15,000 tons
\$315,000⁰⁰ Reference: James Gray
Cell: 772-713-8082 office: 772-226-3483
- ⑤ St. Lucie County 2006 15,000 tons
\$315,000 Reference: Richard Bouchard
Cell: 772-216-0495 office: 772-462-1710

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ N/A

KNOW ALL MEN BY THESE PRESENTS, that CKA, LLC

hereinafter called the PRINCIPAL, and The Gray Insurance Company
a corporation duly organized under the laws of the State of Louisiana having
its principal place of business at P.O. Box 6202, Metairie, LA 70009-6202

_____ in the State
of Louisiana and authorized to do business in the State of Florida, as SURETY, are held
firmly bound unto hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
_____ DOLLARS (\$ _____ 5% _____)

for the payment for which we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Proposal for: ITB #11-016:
SMATHERS BEACH RENOURISHMENT REBID / GR 0701, said Bid Proposal, by reference
thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE
for the furnishing of labor, materials, (except those specifically furnished by the Owner),
equipment, machinery, tools, apparatus, means of transportation for, and the performance of the
work covered in the Proposal and the detailed Drawings and Specifications entitled:

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


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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 5
working days after written notice of such acceptance, enters into a written Contract with the
OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and
payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon

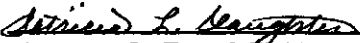
demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 8th day of April, 2011.

CKA, LLC
PRINCIPAL

By:  _____

The Gray Insurance Company
SURETY

By:  _____
Attorney-In-Fact & ~~E~~L Licensed Resident Agent
Patricia L. Slaughter

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

145269

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Susan L. Reich, Jeffrey W. Reich, Don Bramlage, Kim E. Niv, J. Gregory MacKenzie, Leslie M. Donahue, Patricia L. Slaughter, Teresa L. Durham, Cheryl Foley and Gloria A. Richards, of Maitland, Florida jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of The Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 15th day of February, 2006.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 15th day of February, 2006, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this *8th* day of *April*, 20*11*



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

ANTI-KICKBACK AFFIDAVIT

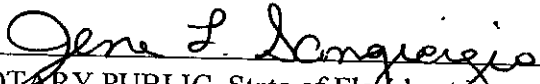
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

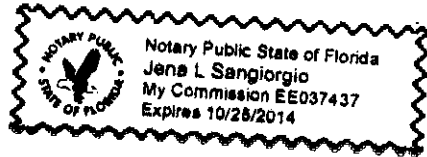
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Sworn and subscribed before me this

6th day of April, 2011.


NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 10/25/2014

**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. ITB # 11-016 for Smathers Beach Renourishment Rebid

2. This sworn statement is submitted by C.K.A. LLC
(Name of entity submitting sworn statement)
whose business address is 1136 New York Avenue, St. Cloud, FL 34769 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-8986858 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

3. My name is Charles Kenneth Arrington 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 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.)

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)

[Handwritten Signature]
4-6-2011

(Date)

STATE OF Florida

COUNTY OF Osceola

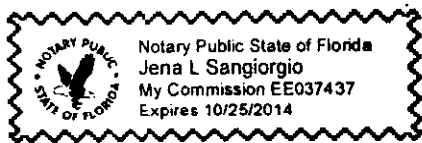
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 6th day of April, 2011.

My commission expires: 10/25/14
NOTARY PUBLIC

Jena L Sangiorgio



N/A

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798**

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name _____

Phone: _____

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

Fax: _____

Length of time at this address _____

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

CITY OF KEY WEST INDEMNIFICATION FORM

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

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


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

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

CONTRACTOR: C.K.A., LLC

SEAL:

1136 New York Avenue, St. Cloud FL 34769
Address


Signature

Charles Kenneth Arroyo
Print Name

Managing Member
Title

DATE: 4-6-2011



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

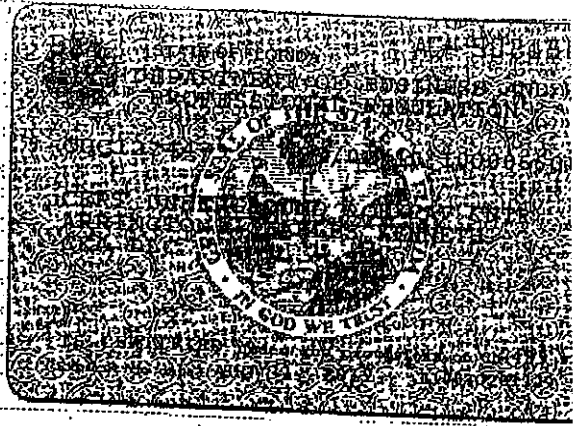
(850) 487-1395

ARRINGTON, CHARLES KENNETH
 CKA LLC
 813 WEST BRYAN ST
 KISSIMMEE FL 34741

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.myfloridallicense.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

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

DATE	BATCH NUMBER	LICENSEE NAME	TYPE	STATUS
10/26/2010	1000000000	ARRINGTON, CHARLES KENNETH	CKA LLC	ACTIVE

813 WEST BRYAN STREET
 KISSIMMEE, FL 34741
 CHARLES KENNETH ARRINGTON
 GOVERNOR

IN GOD WE TRUST

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

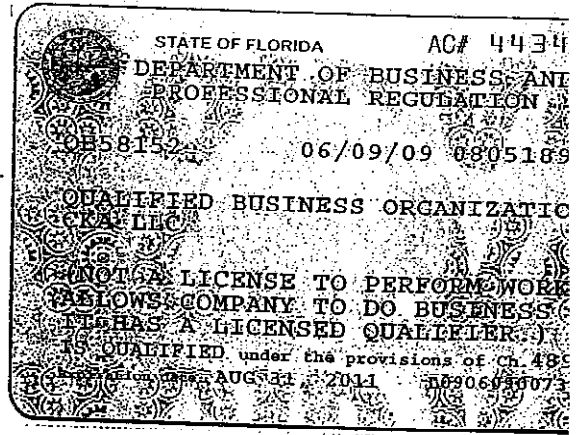
(850) 487-1395

CKA LLC
1136 NEW YORK AVENUE
ST CLOUD FL 34769

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!



DETACH HERE

AC# 4434583

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L090609007

DATE	BATCH NUMBER	LICENSE NBR
06/09/2009	080518994	QB58152

The BUSINESS ORGANIZATION Named below IS QUALIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2011

(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

CKA LLC
1136 NEW YORK AVENUE
ST CLOUD FL 34769

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY



City of St. Cloud
1300 9th St.
St. Cloud, FL 34769

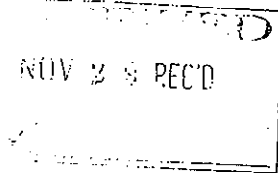
CERTIFICATE OF USE
COMMERCIAL

10/10-09/11
Certificate No: 11-00020578
EXPIRES: September 30, 2011

IN COMPLIANCE WITH ARTICLE IV, ST. CLOUD CITY CODE, THIS CERTIFICATE IS

ISSUED TO:
CKA, LLC LOCATED AT: 1136 NEW YORK AVE
BUSINESS TAX RECEIPT CATEGORY:

CKA, LLC
1136 NEW YORK AVE.
SAINT CLOUD FL 34769



OFFICE PERMITTED USE IN HB ZONE ;
PREVIOUS USE & CURRENT USE SAME
THEREFORE NO CHANGE OF USE PROCESSED
Robert J. Wood

FEE PAID \$ 45.00

AUTHORIZED SIGNATURE _____

FAILURE TO RENEW PRIOR TO EXPIRATION DATE WILL RESULT IN PROSECUTION UNDER SECTION 18-103 ST
CLOUD CITY CODE

.....
cut on dotted line

THIS IS YOUR CERTIFICATE OF USE

THIS IS NOT AN INVOICE

PLEASE BE AWARE THAT THIS CERTIFICATE OF USE EXPIRES SEPTEMBER 30TH OF EVERY YEAR. FAILURE TO RENEW PRIOR TO THE EXPIRATION DATE SHOWN ON CERTIFICATE WILL RESULT CODE ENFORCEMENT ACTION IN MANNER PROVIDED BY F.S. CH 162 OR 166.0415.

RENEWALS ARE MAILED THE FIRST WEEK OF AUGUST EVERY YEAR.

IF YOU MOVE OR CHANGE YOUR BUSINESS NAME YOU MUST APPLY FOR A NEW CERTIFICATE OF USE. APPLICATION CAN BE DOWNLOADED FROM www.stcloud.org.

BIDDER'S CHECKLIST

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

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

* * * * *