

## PROPOSAL

TO: CITY OF KEY WEST  
ADDRESS: 3126 FLAGLER AVENUE  
KEY WEST, FLORIDA 33041  
PROJECT TITLE: SMATHERS & REST BEACH RENOURISHMENTS  
ITB #13-006

Bidder's contact person for additional information on this Proposal:

Company Name: Dickerson Florida, Inc.

Contact Name & Telephone #: Larry T. Dale (772) 429-4456

Email Address: ldale@dfifl.com

### 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. The contractor can expect work to occur during turtle nesting season which begins on April 15, 2013. 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, MOT, equipment, and work schedule) with the bid for approval. Project is expected to be completed within 60 days.

#### 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 \$1,000.00 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.

#### ADDENDA

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.

## **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**

Item      Quantity      Unit      Unit price (Fig)      Unit price (Words)      Extended Total Amt.

SMATHERS BEACH:

PAYMENT AND PERFORMANCE BONDS

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

1      LS      \$ 3,500.00      three thousand five hundred dollars and no cents      \$ 3,500.00

2. MOBILIZATION AND DEMOBILIZATION

1      LS      \$ 32,000.00      thirty two thousand dollars and no cents      \$ 32,000.00

3. M.O.T., (paid 25%, then on percentage of completion)

1      LS      \$ 25,000.00      twenty five thousand dollars and no cents      \$ 25,000.00

4. PURCHASE, DELIVERY & PLACEMENT OF SAND ON SMATHERS BEACH  
(sand must fill design template)

6,033 TON \$ 53.00      fifty three dollars and no cents      \$ 319,749.00

5. TURBIDITY BARRIERS

1,000 LF \$ 8.00      eight dollars and no cents      \$ 8,000.00

6. BEACH TILLING

1,000 LF \$ 5.00      five dollars and no cents      \$ 5,000.00

| <u>Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit price (Fig)</u> | <u>Unit price (Words)</u> | <u>Extended Total Amt.</u> |
|-------------|-----------------|-------------|-------------------------|---------------------------|----------------------------|
|-------------|-----------------|-------------|-------------------------|---------------------------|----------------------------|

REST BEACH

PAYMENT AND PERFORMANCE BONDS

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

|   |    |                    |   |                    |
|---|----|--------------------|---|--------------------|
| 1 | LS | \$ <u>4,000.00</u> | <u>four thousand dollars and no cents</u> | \$ <u>4,000.00</u> |
|---|----|--------------------|---|--------------------|

8. MOBILIZATION AND DEMOBILIZATION

|   |    |                     |   |                     |
|---|----|---------------------|---|---------------------|
| 1 | LS | \$ <u>32,000.00</u> | <u>thirty two thousand dollars and no cents</u> | \$ <u>32,000.00</u> |
|---|----|---------------------|---|---------------------|

9. M.O.T., (paid 25%, then on percentage of completion)

|   |    |                     |  |                     |
|---|----|---------------------|--|---------------------|
| 1 | LS | \$ <u>25,000.00</u> | <u>twenty five thousand dollars and no cents</u> | \$ <u>25,000.00</u> |
|---|----|---------------------|--|---------------------|

10. PURCHASE, DELIVERY & PLACEMENT OF SAND ON REST BEACH  
(sand must fill design template)

|        |      |                 |                                   |                      |
|--------|------|-----------------|-----------------------------------|----------------------|
| 10,350 | TONS | \$ <u>50.00</u> | <u>fifty dollars and no cents</u> | \$ <u>517,500.00</u> |
|--------|------|-----------------|-----------------------------------|----------------------|

11. TURBIDITY BARRIERS

|     |    |                |                                   |                   |
|-----|----|----------------|-----------------------------------|-------------------|
| 700 | LF | \$ <u>8.00</u> | <u>eight dollars and no cents</u> | \$ <u>5600.00</u> |
|-----|----|----------------|-----------------------------------|-------------------|

12. BEACH TILLING

|     |    |                |                                  |                   |
|-----|----|----------------|----------------------------------|-------------------|
| 700 | LF | \$ <u>5.00</u> | <u>five dollars and no cents</u> | \$ <u>3500.00</u> |
|-----|----|----------------|----------------------------------|-------------------|

13. ALLOWANCE (ADD 5% OF BASE BID)

|   |    |                     |   |                     |
|---|----|---------------------|---|---------------------|
| 1 | LS | \$ <u>49,042.45</u> | <u>forty nine thousand forty two dollars and forty five cents</u> | \$ <u>49,042.45</u> |
|---|----|---------------------|---|---------------------|

| <u>Item</u> | <u>Quantity</u> | <u>Unit</u> | <u>Unit price (Fig)</u> | <u>Unit price (Words)</u> | <u>Extended Total Amt.</u> |
|-------------|-----------------|-------------|-------------------------|---------------------------|----------------------------|
|-------------|-----------------|-------------|-------------------------|---------------------------|----------------------------|

**\* DUE TO POSSIBLE DELAY IN PERMITTING OF REST BEACH CONTRACTOR SHALL AGREE TO HOLD PRICING FOR 6 MONTHS FROM DATE OF PROPOSAL**

**BASE BID \* TOTAL OF ALL UNIT PRICE ITEMS LISTED ABOVE (1 - 13)**

Total of extended unit price items, BASE BID: \$ 1,029,891.45  
one million twenty nine thousand eight hundred ninety one Dollars forty five Cents  
 (Amount written in words has precedence)

**NOTE: THE ABOVE BASE BID\* WILL BE THE BASIS FOR EVALUATING LOW BIDDER AND THE BASIS OF AWARD.**

**ADD / ALT**

14. SOUTH BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND  
 (includes all costs associated with additional work, i.e. bonds & M.O.T., etc.)

1,100 TONS \$ 55.00 fifty five dollars and no cents \$ 60,500.00

15. DOG BEACH BERM / PURCHASE, DELIVERY & PLACEMENT OF SAND  
 (includes all costs associated with additional work, i.e. bonds & M.O.T., etc.)

112 TONS \$ 57.00 fifty seven dollars and no cents \$ 6384.00

**TOTAL OF UNIT PRICE ITEMS 14 & 15**

Total of extended unit price items: \$ 66,884.00  
sixty six thousand eight hundred eighty four Dollars no cents Cents  
 (Amount written in words has precedence)

***Company Info:*** Dickerson Florida, Inc.

***Project Title:*** Smathers & Rest Beach Renourishments ITB#13-006

## **Sand Source**

**\*\*Stewart Mining Industries – Stewart Mine, located at 2301 Edwards Grove Road,  
Immokalee, Florida. 34142**

# DUNKELBERGER ENGINEERING & TESTING, INC.

## Geotechnical-Materials Testing-Inspection-Environmental

### Beach Sand Sample Sieve Analysis Testing Results - Sample No. 2 Smathers Beach

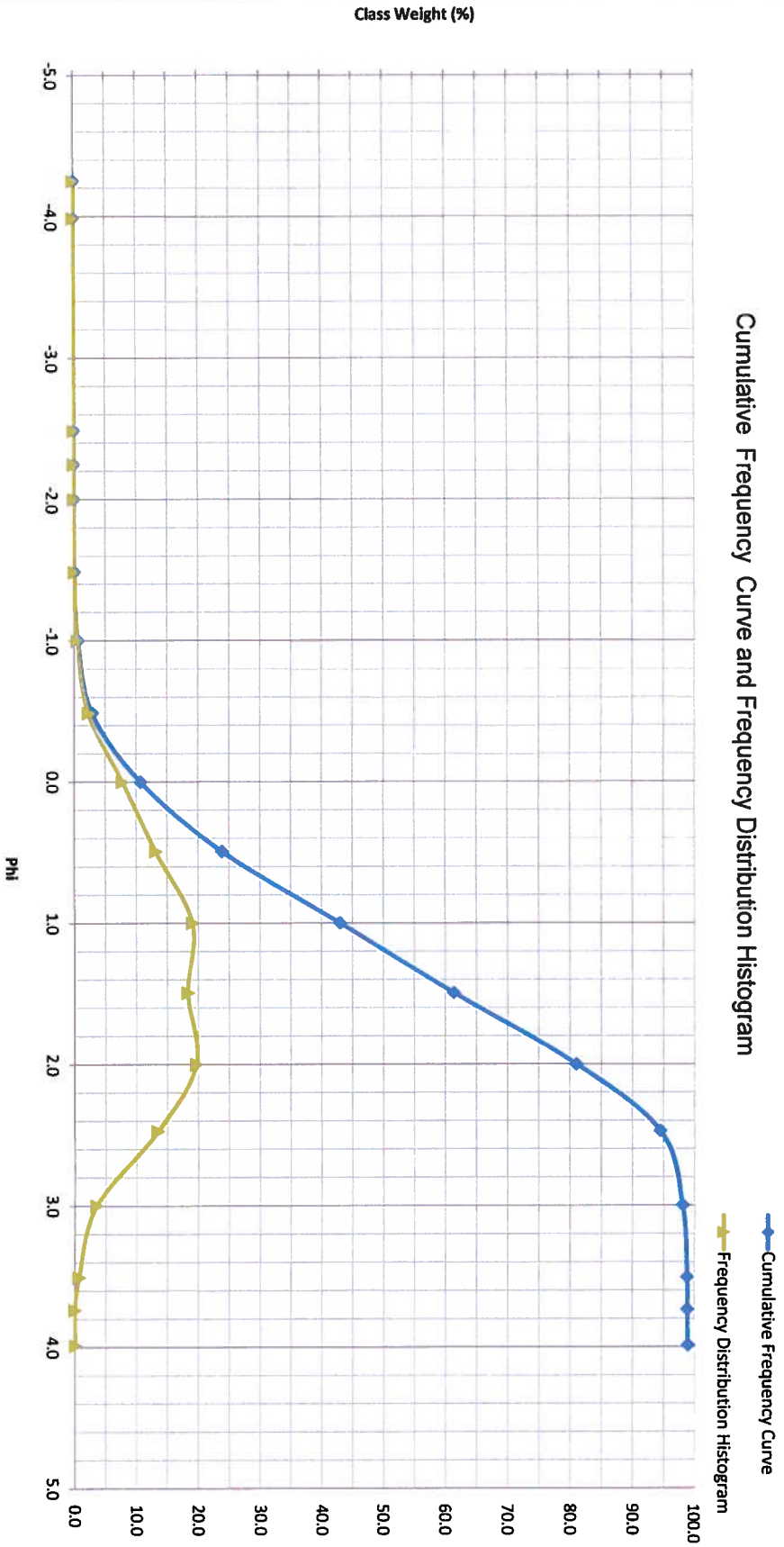
| US Sieves<br>No. | Aperture<br>(mm) | Phi  | Ind. Retained<br>% | Retained<br>% | Passing<br>% | Sieve Weight<br>(g) |
|------------------|------------------|------|--------------------|---------------|--------------|---------------------|
| 3/4"             | 19.05            | -4.3 | 0.0                | 0.0           | 100.0        | 0.0                 |
| 5/8"             | 15.875           | -4.0 | 0.0                | 0.0           | 100.0        | 0.0                 |
| #3.5             | 5.6              | -2.5 | 0.0                | 0.0           | 100.0        | 0.0                 |
| No.4             | 4.75             | -2.2 | 0.0                | 0.0           | 100.0        | 0.0                 |
| NO.5             | 4                | -2.0 | 0.0                | 0.0           | 100.0        | 0.0                 |
| No.7             | 2.8              | -1.5 | 0.1                | 0.1           | 99.9         | 0.3                 |
| No.10            | 2                | -1.0 | 0.5                | 0.6           | 99.4         | 2.5                 |
| No.14            | 1.4              | -0.5 | 2.3                | 2.9           | 97.1         | 12.0                |
| No.18            | 1                | 0.0  | 7.8                | 10.7          | 89.3         | 44.1                |
| No.25            | 0.71             | 0.5  | 13.1               | 23.9          | 76.1         | 98.1                |
| No.35            | 0.5              | 1.0  | 19.1               | 43.0          | 57.0         | 176.5               |
| No.45            | 0.355            | 1.5  | 18.4               | 61.3          | 38.7         | 251.9               |
| No.60            | 0.25             | 2.0  | 19.7               | 81.0          | 19.0         | 332.8               |
| No.80            | 0.18             | 2.5  | 13.5               | 94.5          | 5.5          | 388.3               |
| No.120           | 0.125            | 3.0  | 3.6                | 98.1          | 1.9          | 402.9               |
| No.170           | 0.088            | 3.5  | 0.7                | 98.8          | 1.2          | 405.7               |
| No.200           | 0.075            | 3.7  | 0.0                | 98.8          | 1.2          | 405.9               |
| No.230           | 0.063            | 4.0  | 0.1                | 98.9          | 1.1          | 406.2               |
| Pan              |                  |      |                    |               |              | 406.2               |

Total Sample Weight 410.7 Grams



**DUNKELBERGER ENGINEERING & TESTING, INC.**  
Geotechnical-Materials Testing-Inspection-Environmental

Cumulative Frequency Curve and Frequency Distribution Histogram



Project Name : Smathers Beach Fill Materials

Project No. : PSL-12-3493  
 Sample No.: No.2 (12103)

Report Date: 5/7/2013  
 Sample Date: 5/6/2013

| Munsell Color Value      | Moisture Content (%) | Carbonate content (%) | Effective (d10)* | Cu*  | Silt Content (%) | Median (D50) | Sorting (φ) | D <sub>max</sub> (mm) |
|--------------------------|----------------------|-----------------------|------------------|------|------------------|--------------|-------------|-----------------------|
| Dry - 2.5Y 8/1 White     | 4.20                 | N/A                   | 0.20             | 3.25 | 1.10             | 0.44         | 0.90        | 0.45                  |
| Moist - 2.5Y - 7/1 White |                      |                       |                  |      |                  |              |             |                       |

\* Effective (d10) = Effective Grain Size; Cu= Uniformity Coefficient

**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:     no subcontractors

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SURETY**

Surety Agency, LLC \_\_\_\_\_ whose address is  
552B New Haw Creek Rd. , Asheville , NC , 28801  
Street City State Zip

**BIDDER**

The name of the Bidder submitting this Proposal is

Dickerson Florida, Inc. \_\_\_\_\_ doing business at  
3122 North 25th St. , Ft. Pierce , FL , 34946  
Street City State Zip

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

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

| Name               | Title                              |
|--------------------|------------------------------------|
| Larry T. Dale      | President                          |
| Charles H. Cameron | Vice President/Secretary/Treasurer |

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2013

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

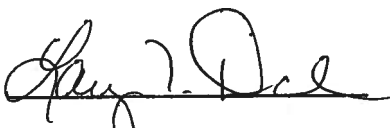
\_\_\_\_\_  
Title


**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 8th day of May 2013

(SEAL)

Dickerson Florida, Inc.  
Name of Corporation

By   
Title President

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.)

Emergency Dune Restoration (Martin County) effective date of contract  
March 9, 2012 - March 8, 2014  
Contact: Kathy Fitzpatrick, Coastal Engineer (772) 288-5429  
Cost to date: \$457,173

Emergency Dune Repair (St. Lucie County)  
Completed 3/31/06  
Contract Amount: \$4,355,200  
Contact: Mike Powley, P.E. (772) 462-1707

CR 707 North (Indian River Drive) Emergency Repair  
FDOT (Managed by St. Lucie County)  
Completed 9/30/05  
Contract Amount: \$10,103,994  
Contact: Mike Powley, P.E. (772) 462-1707

FPL Dune Replacement  
Completed March 31, 2013  
Contract Amount \$1,610,000  
Contact: Joy Graybush - Contracts Agent (772) 467-7559

Sebastian Inlet - Winter 2011/2012 Sand Bypassing Dredging Event  
Completed January 2012  
Contract Amount \$1,373,946.90  
Contact: Marty Smithson, Sebastian Inlet District Administrator  
(321) 724-5175

\*\*\*\*\*

**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$ -5%

KNOW ALL MEN BY THESE PRESENTS, that Dickerson Florida, Inc.

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America  
a corporation duly organized under the laws of the State of Connecticut having  
its principal place of business at One Tower Square, Hartford, Connecticut 06183  
in the State  
of Connecticut 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 (5%) of the  
amount bid ----- DOLLARS (\$ ----- )

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Proposal for: ITB #13-006:  
SMATHERS & REST BEACH RENOURISHMENTS 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 #13-006: SMATHERS & REST BEACH RENOURISHMENTS**

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 May, 2013.

Dickerson Florida, Inc.

PRINCIPAL

By: 

Travelers Casualty and Surety Company of America

SURETY

By: 

Karen K. Beard, Attorney-In-Fact and Florida Licensed Agent

\*\*\*\*\*



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223206

Certificate No. 004935355

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Karen K. Beard

of the City of Asheville, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of June, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 22nd day of June, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of May, 2013

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    )  
  : SS  
COUNTY OF ~~MONROE~~ <sup>ST. LUCIE</sup>                    )

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: *[Handwritten Signature]*

Sworn and subscribed before me this

8th day of May, 2013.

*[Handwritten Signature]*  
NOTARY PUBLIC, State of Florida at Large



ANTOINETTE PETERSON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE026292  
Expires 9/29/2014

My Commission Expires: 9/29/2014  
:

\*\*\*\*\*

**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 #13-006 for  
City of Key West
  
2. This sworn statement is submitted by Dickerson Florida, Inc.  
(Name of entity submitting sworn statement)  
  
whose business address is 3122 North 25th St., Ft. Pierce, FL 34946  
and (if applicable) its Federal  
Employer Identification Number (FEIN) is 56-1327509 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
  
3. My name is Larry T. Dale 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 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.)

*Larry T. Dale*  
(Signature)  
May 8, 2013  
(Date)

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Larry T. Dale who, after first being sworn by me, affixed his/her signature in the  
(Name of individual signing)

space provided above on this 8th day of May, 2013.

*Antoinette Peterson*  
My commission expires: 9/29/2014  
NOTARY PUBLIC



ANTOINETTE PETERSON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE026292  
Expires 9/29/2014

**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

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

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

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

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

**INDEMNIFICATION**

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

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

CONTRACTOR: Dickerson Florida, Inc. SEAL:

3122 North 25th St., Ft. Pierce, FL 34946  
Address

  
Signature

Larry T. Dale  
Print Name

President  
Title

DATE: May 8, 2013

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

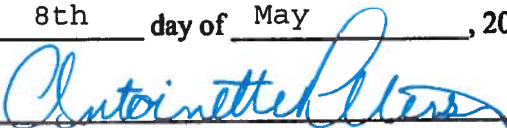
STATE OF FLORIDA            )  
  : SS  
COUNTY OF St. Lucie        )

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

By: 

Sworn and subscribed before me this

8th day of May, 2013.

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 9/29/2014



ANTOINETTE PETERSON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE026292  
Expires 9/29/2014

## 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, 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. [✓]
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, 1 copy and 2 flash drives as stated in the invitation to bid. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]



# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

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

|               |  |                                    |
|---------------|--|------------------------------------|
| Business Name | DICKERSON FLORIDA, INC.                          | CtlNbr:0022726                     |
| Location Addr | 3122 N 25TH ST                                   |                                    |
| Lic NBR/Class | 13-00028055 CONTRACTOR - CERT GENERAL CONTRACTOR |                                    |
| Issue Date:   | May 03, 2013                                     | Expiration Date:September 30, 2013 |
| License Fee   | \$129.06   |                                    |
| Add. Charges  | \$0.00   |                                    |
| Penalty       | \$0.00   |                                    |
| Total         | \$0.00   |                                    |

Comments: \_\_\_\_\_

\_\_\_\_\_  
This document must be prominently displayed.

DICKERSON FLORIDA, INC.

DICKERSON FLORIDA, INC.

P.O. BOX 910

FT PIERCE FL 34946

AC# 6147303

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK • PATENTED PAPER

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12053101639

| DATE       | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 05/31/2012 | 118195367    | CGC060797   |

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

DALE, LARRY THOMAS  
DICKERSON FLORIDA INC  
3122 N 25 STREET  
FT PIERCE FL 34946

RICK SCOTT  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON  
SECRETARY



**THE CITY OF KEY WEST**

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3867

---

**ADDENDUM # 1  
SMATHERS & REST BEACH RENOURISHMENTS /ITB # 13-006**

May 2, 2013


To All Bidders,

The following is hereby made a part of Project:

**SMATHERS & REST BEACH RENOURISHMENTS /ITB # 13-006**, as fully as completely as if the same were fully set forth therein:

1. **Bidders are required to submit the name & location of the mine they propose to use as a sand source.**
2. **No sand sample need be submitted with the bid packet.**

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

  
\_\_\_\_\_  
Signature

**DICKERSON FLORIDA, INC.**

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