

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. Bid 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 Bid Bonds and affidavits [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]
13. Bidder must provide satisfactory documentation of State Licenses [✓]
14. Anti-Kickback Affidavit. [✓]
15. Public Entity Crimes. [✓]
16. Local Vendor Certification. [✓]
17. Domestic Partner Affidavit [✓]

NOTE TO BIDDER: Use preferably BLACK ink for completing this Bid form.

BID FORM

To: The City of Key West

Address: 3140 Flagler Ave, Key West, Florida 33040

Project Title: Replacement of Tarpon Pier

City of Key West Project No.: ITB 12-030

Bidder's person to contact for additional information on this Bid:

Name: Edward Evans

Telephone: 407-333-2306

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid 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 Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not 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 examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, 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

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 TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 150 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 150 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$200 per day for each day that expires after the time specified for Final completion.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1 through 6, , , , (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 Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not

BID FORM

00 41 13 - 2

transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, 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. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

PERMITS:

Prior to issues of the Notice to Proceed the City will have obtained permits from FDEP and ACOE. The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department.

	Item Description	Quantity	Units	Unit Price	Total
Base Bid					
	Mobilization/staging and Demobilization	1	LS	100,000.00	100,000.00
	Dismantle, relocate and temporarily store King Fish Finger Piers	10	ea	900.00	9,000.00
	Reassemble Kingfish Finger piers at end of project	10	ea	900.00	9,000.00
	Demolition of Existing wood and concrete Tarpon Pier	1	LS	80,024.00	80,024.00
	Furnish and install Main floating access pier (12'w x 40'l)	480	sf	40.16	19,277.00
	Furnish and install Main Floating Pier (10'w by 359'l)	3590	sf	39.38	141,374.00
	Furnish and install Finger Piers at end (4'wx35'l)	280	sf	44.80	12,544.00
	Furnish and install Piles				
	Piles 1-10 (18" dia)	10	ea	7069.00	70,690.00
	Piles 11-14 (24" dia)	4	ea	5486.00	21,944.00
	Pile Collars	14	ea	366.00	5,124.00
	Furnish and install Aluminum Access Ramp (5'wx30'l)	1	ea	5413.00	5,413.00
	Furnish and install accessories (Cleats: Main Pier/Tee)	102	LS	0	0
	Electrical System per HSA Plans and Specifications	1	LS	36,960.00	36,960.00
	Potable Water System per HSA Plans and Specifications	1	LS	73,800.00	73800.00
	Sewer System per HSA Plans and Specifications	1	LS	0	0
	Fire System per HSA Plans and Specifications	1	LS	0	0
	As-builts/Product information and Warranty Certificate Binder	1	LS	6,144.00	6,144.00
	IPE Decking for main Pier	4,350	SF	0	0
				Total Base Bid	591,294.00
Alternate Bid Item 1 (Finger Piers)					
	Furnish and install Finger Piers (4'wx25'l) 20 total	2,000	sf	58.63	117,260.00
	Remove and dispose of existing outboard Piles (sheet 7/9)	18	ea	2,268.00	40,824.00
	Piles				
	Deduct cost for Piles 11-14 (24" dia) in base bid	4	ea	0	0
	Piles 11-35 (18" dia)	25	ea	7,069.00	176,725.00
	Pile Collars (additional)	21	ea	366.00	7,686.00
	Furnish and install accessories (Cleats: Finger piers)	120	ea	41.00	4,920.00
	IPE Decking for Finger Piers	2,000	sf		
				Sub Total Alternate Bid Item 1 (Finger Piers)	347,415.00
Alternate Bid Item 2 (Work under Addendum 1)					
	Addendum 1 Replacement of Bracing Wahoo and Kingfish Piers	92	ea	75.00	6900.00
				Total Base Bid plus Alternate Bid Item 1 and 2	945,609.00
Alternate Bid Item 3 (Composite Decking)					
	Furnish Composite Decking (Main Pier)	4,350	sf		0
	Furnish Composite Decking (Finger Piers)	2,000	sf		0
				Sub Total Alternate Bid Item 3): Indicate as an Additive or deductive:	
				Total Base Bid plus Alternate Bid Items 1, 2 and 3	945,609.00

TOTAL LUMP SUM BID (BASE BID PLUS ALTERNATE BID ITEM 1: FINGER PIERS)

Nine hundred thirty eight thousand seven hundred nine _____ Dollars

(Amount written in words has precedence)

and 0 Cents

TOTAL :

LUMP SUM BID: (BASE PLUS ALTERNATE BID ITEM 1: FINGER PIERS)

\$ 938,709.00

(numerals)

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:

Crane Materials International (Gator Dock)

Name

4501 Circle 75 Parkway Atlanta Ga 30339
Street City State Zip

Southeast Electric Corp.

Name

6325 1st Street #25 Key West Florida 33040
Street City State Zip

Shawn Hudgins Plumbing

Name

5607 3rd Avenue Key West Fl. 33040
Street City State Zip

Skyline Steel

Name

7380 Sand Lake Rd suite 135 Orlando Florida 32819
Street City State Zip

Surety

Breen RALPH Group AGENT FOR GREAT AMERICAN INS. CO. whose address is
Suite 250
200 Colonial Center PARKWAY LAKE MARY FL 32746
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is Center Marine Contracting LLC

_____ doing business at

3810 St. John's Parkway Sanford Florida 32771
Street City State Zip

which is the address to which all communications concerned with this Bid 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:

Edward A EVANS MANAGING PARTNER

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ___ day of _____ 20__.

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 25 day of SEPT 2012.

(SEAL)

CENTER MARINE CONTRACTING LLC
Name of Corporation

By: [Signature]

Title: MANAGING PARTNER

Attest: [Signature]
Secretary

END OF SECTION

FLORIDA BID BOND

BOND NO. n/a

AMOUNT: \$ 5% of the Bid Amount

KNOW ALL MEN BY THESE PRESENTS, that Center Marine Contracting, LLC

hereinafter called the Contractor (Principal), and Great American Insurance Company

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: Five Percent of the Bid Amount

DOLLARS (\$ 5% of the Bid Amount), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for ITB 12-030 Replacement of Tarpon Pier.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be 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:

12-030 Replacement of Tarpon Pier

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 10 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 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Oblige and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 19th day of September, 2012.

Center Marine Contracting, LLC

Principal

By: 

Great American Insurance Company

Surety

By: 

Attorney-In-Fact Jean Neal Miller

END OF SECTION

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than EIGHT

No. 0 20150

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES H. BREEN	M. GARY FRANCIS	ALL
BRETT RAGLAND	B. CRAIG SIBLEY	\$75,000,000.
AUDREY J. GALLAGHER	DEIDRE ANN SULLIVAN	
PEGGY LYNN SNOW	JEAN NEAL MILLER	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14TH day of NOVEMBER, 2011
Attest GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 14TH day of NOVEMBER, 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of September, 2012.



Atty L C B
Assistant Secretary

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF ~~MONROE~~ Seminole)

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: Edward Evans

MANAGING PARTNER

Sworn and subscribed before me this
25 day of September, 2012


NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: _____

**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 OFFICER
AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid or Proposal for Replacement of Tarpon Pier
2. This sworn statement is submitted by Center Marine Contracting LLC
(name of entity submitting sworn statement)

whose business address is 3810 St John's Parkway Sanford Florida 32771

_____ and (if applicable) its Federal Employer

Identification Number (FEIN) is 27-0286737

(If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement _____)

3. My name is Edward Evans
(please print name of individual signing)

and my relationship to the entity named above is President ~~of~~ MANAGING PARTNER

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 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.

AUGUST 21, 2012

PUBLIC ENTITY CRIMES
00 43 17 - 1

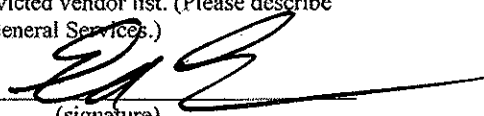
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with 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, 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)
 September 25, 2012
 (date)

STATE OF FLORIDA
 COUNTY OF Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Edward A. EVANS who, after first being sworn by me, affixed his/her
 (name of individual signing)

signature in the space provided above on this 25th of Sept, 2012

My commission expires




 NOTARY PUBLIC

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 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 Name: CENTER MARINE CONTR, LLC SEAL:
3810 ST. JOHNS PKWY
SANFORD, FL 32771
Address


Authorized Signature

EDWARD A. EVANS
Print Name

MAN-PARTNER
Title

Date: 9-25-12

402686A.GN1

402868A.GN1

DATE:

September 25, 2012

SECTITLE
SECNO - 2

402868.B1
August 21, 2012
©COPYRIGHT 2006 CH2M HILL

**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:

Fax:

(P.O Box numbers may not be used to establish status)

N/A

Length of time at this address

Signature of Authorized Representative

Date

STATE OF FLORIDA
COUNTY OF Seminole

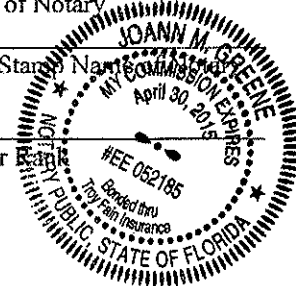
The foregoing instrument was acknowledged before me this 25th day of Sept, 2012
By Edward A. Evans, of CENTER MARINE CONTRACTING LLC
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced NA as identification
(type of identification)

Joann M. Greene
Signature of Notary

Print, Type or Stamp Name

Title or

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



Project Reference List
Center Marine Contracting LLC
3810 St. Johns Parkway
Sanford Florida 32771
407-333-2306

2010 Beach Renourishment and Erosion Control Structure Installation

Value 1.6 Million

130,000 Cubic Yards of Dredge Material

6000 Tons of Stone Placed

2000 Linear Feet of Sheet Pile Installed

City of Marco Island Florida

50 Bald Eagle Drive

Marco Island, FL 34145

Tim Pinter, Public Works Director

239-389-5018

2008 Marlin Pier Replacement

Value 1.2 million

Design, permitting, demo and replacement of Marlin Pier

City of Key West

3140 Flagler Avenue

Key West Florida 33040

Doug Bradshaw City Engineer

2008 Artificial Reef Construction 7 Total Acres

Value 4.2 million

27,000 tons of Stone provided and placed

Venice Florida

401 West Venice Avenue

Venice Florida 34285

941-486-2626

Nancy Woodley Engineering Manager

2007 Two Acre Offshore Artificial Reef Construction

Value 800,000.00

6000 tons of Stone Placed

Collier County Florida

Coastal Zone Management

3299 E. Tamiami Trail, Suite 103

Naples, FL 34112-5746

Phone (239) 252-2966

Gary McAlpin, Coastal Zone Management Director

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

AC# 6154287

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12060601209

DATE	BATCH NUMBER	LICENSE NBR
06/06/2012	110415620	CGC15202762

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



EVANS, EDWARD A III
CENTER MARINE CONTRACTING LLC
3810 ST JOHNS PKWY
SANFORD FL 32771

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #1
Replacement of Tarpon Pier
Invitation to Bid: 12-030
29 August

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 amended in accordance with the following items:

- The scope of work under this contract shall include the works identified on Attachment 1 Finger Pier tri-frame Bracing Replacement: Kingfish and Wahoo Piers
- Work shall be completed prior to commencement of demolition works on Tarpon Pier.
- A Revised Bid Sheet is a part of this Addendum
- The Bid due date remains unchanged as a result of this addendum
- Paragraph 13 of the INSTRUCTIONS TO BIDDERS is replaced with the following:

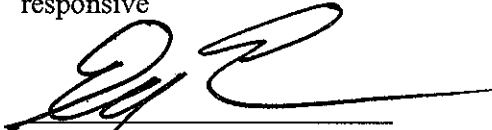
13. **AWARD OF CONTRACT**

The award will be made under one Contract by the Owner on the basis of the Base Bid Plus Alternate Bid Item 1 and Alternate Bid Item 2 from the lowest, responsive, responsible Bidder. The Owner may award the Base Bid plus any of the alternates or elect to award the Base Bid only.

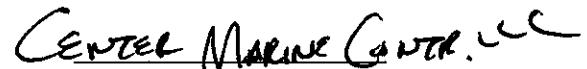
Within 60 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 75 days after the opening of Bids.

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

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 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



Name Of Business



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #2
Replacement of Tarpon Pier
Invitation to Bid: 12-030
6 September 2012

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 amended in accordance with the following items:

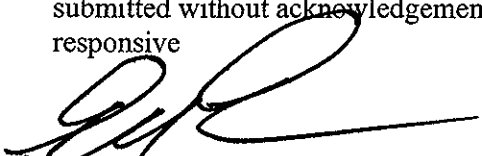
- Optional Site Visit: See attached list of attendees
- Engineers Estimate: \$1.5 million dollars
- The bid due date is NOT changed as a result of this Addendum
- ACOE/NOAA Permits: See attached permits. Contractor is required to comply with the Conditions of these permits and assist the City with the necessary documentation to close out these permits.
- Building Permits and Coral Relocation: Contractors are directed to item 17 of the General Conditions for information on these items.
- Insurance: In addition to the insurance requirements of the bid documents. Contractors shall also provide insurance which meets the following

The CONTRACTOR and his subcontractors will provide Workman's Compensation Insurance, U.S. Longshoremen and Harbor Workers Act, Jones Act, and Public Liability and Property Damage Insurance that must be approved prior to Commencement. The insurance amounts are as follows:

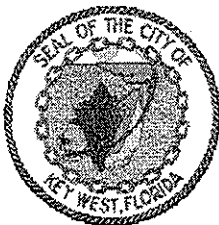
A. Public Liability Insurance in an amount not less than \$1,000,000 for any one person and not less than \$1,000,000 for any one accident.

B. Property Damage Insurance in an amount not less than \$200,000.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 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


Name Of Business




THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #3
Replacement of Tarpon Pier
Invitation to Bid: 12-030
10 September 2012

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 amended in accordance with the following items:

- The Bid Form is replaced with the attached
- Attached is the FDEP Permit: Contractors shall comply with this permit and assist the City with all reporting requirements. (Assisting the City with permit reporting requirements shall also apply to the ACOE and NOAA permits)
- No change to the bid due date results from this addendum

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 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


Name Of Business



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #4
Replacement of Tarpon Pier
Invitation to Bid: 12-030
14 September 2012

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 amended in accordance with the following items:

- Clarification: Sheet 6/9 Hans Wilson & Assoc. Plans. Note on right side of sheet states that the piles to remain are "18" sq mooring piles". Existing piles to remain are 12" square.
- Clarification TS-6.0: After the epoxy coating has cured per the manufacturers specifications, the epoxy coating pile shall be painted with two coats of a Two-Part Linear Polyurethane (PL) Coat with gray pigmentation from the Mean High Water mark to the top of the pile.
- Domestically Produced Seamless Steel Piling: In the event that the contractor can provide documentation that domestically produced pilings are not available, the City will consider other sources in compliance with Supplementary Condition 6.03.D.2
- Clarification: A portion of Addendum 2 provided clarification on Insurance. Delete this paragraph in addendum 2 and note the following:
 - That Contractors shall provide insurance that complies with the requirements of Paragraph 5.04 of the Supplementary Conditions
 - That additional endorsements covering requirements by USLH and Jones acts shall be provided. Specifically
 1. Longshore and Harbor Workers' Compensation Act Coverage Endorsement (WC 00 01 06 A)
 2. Maritime Coverage Endorsement (WC 00 02 01 A)
- No Change to the Bid Due Date is a result of this Addendum

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 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

A handwritten signature in black ink, appearing to be "C. R. ...", written over a horizontal line.

CENTER MARINE CONTR-LLC
Name Of Business



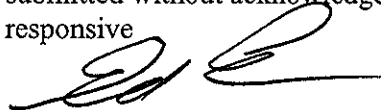
THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #5
Replacement of Tarpon Pier
Invitation to Bid: 12-030
17 September 2012


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 amended in accordance with the following items:

- The bid due date is changed to 26 September at 3pm

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 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



Name Of Business

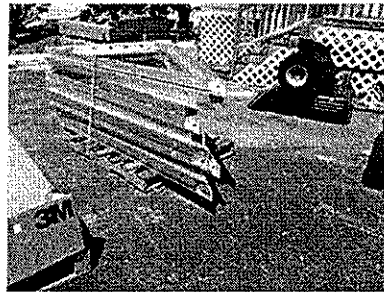
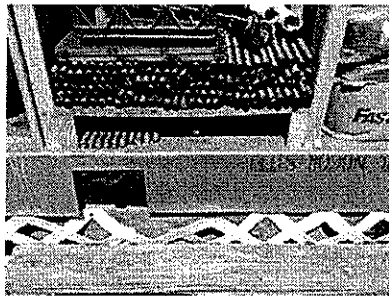


THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #6
Replacement of Tarpon Pier
Invitation to Bid: 12-030
18 September 2012

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 amended in accordance with the following items:

- TS-6.2 Anchor piles will be tubular steel pipe, minimum ASTM A252 Grade 3 (modified 50 ksi minimum yield), welded or seamless (no spiral weld allowed).
- CITY SUPPLIED MATERIAL The city shall provide the contractor the following materials to be incorporated into this project (Reference Addendum 1: Bracing).
 - 150 each stainless steel 8'-0 1/2" threaded rods/nuts and bolts to be used on the bracing replacement portion of this work. All additional rods required under Addendum 1 shall be purchased by the contractor in accordance with Addendum 1.
 - 10 Each hot dipped galvanized braces. All additional braces required under Addendum 1 shall be purchased by the contractor in accordance with Addendum 1.



- Indemnification form: The attached indemnification forms replaces the form in section 43-18-1
- Supplementary Conditions Article 5.04G. Replace the *Indemnification Agreement* with the following:

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

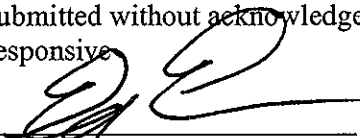
attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City 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.

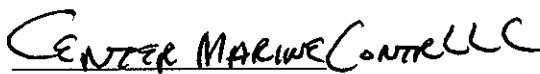
The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description 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.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 6 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



Name Of Business