

RESOLUTION NO. 09-15<sup>3</sup>

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED OF IB#09-006 TO KEY WEST HARBOR SERVICES, INC. IN THE AMOUNT OF \$100,000 FOR THE INSTALLATION REGULATORY BUOYS FOR THE NAVY TO ESTABLISH A VESSEL EXCLUSION AREA FOR NAVAL RESTRICTED AREAS AND DANGER ZONES TO THE WEST END OF FLEMING KEY, NAVAL AIR STATION, KEY WEST; APPROVAL FOR THE USE OF GRANT FUNDS IN THE SAME AMOUNT, AND APPROVAL TO MAKE ALL NECESSARY BUDGET TRANSFERS; PROVIDING FOR AN EFFECTIVE DATE

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That IB#09-006 is hereby awarded to Key West Harbor Services, Inc. in an amount not to exceed \$100,000.00 from the Defense Infrastructure Grant Agreement, contract# is DIG-07-03.

Section 2: That the City Manager, with the advice and consent of the City Attorney, is authorized to enter into a contract consistent with the bid documents.

Section 3: That the City Manager is authorized to make all necessary budget transfers and is directed to bring forth a budget ordinance amendment if necessary to effectuate the agreement.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held

this 7<sup>th</sup> day of July, 2009.

Authenticated by the presiding officer and Clerk of the  
Commission on July 8, 2009.

Filed with the Clerk July 8, 2009.



MORGAN MCPHERSON, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



# Executive Summary

**To:** Jim Scholl, City Manager

**From:** Raymond Archer, Port Director  
Doug Bradshaw, Port Project Manager

**Date:** May 27, 2009

**Re:** Award of Invitation to Bid (IB) # 09-006: Fleming Key Buoys Installation/Permit Renewal

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## ACTION ITEM

Award of IB #09-006 to J.J. Morley Enterprises (dba Key West Harbor Services, Inc.) in the amount of \$100,000 for the purchase of installing regulatory buoys for the Navy to establish a vessel exclusion area for Naval restricted areas and danger zones to the West end of Fleming Key, Naval Air Station, Key West, approval for the use of the Mole Lease Funds in the same amount, and approval to make all necessary budget transfers.

## PROJECT ISSUE

On April 15, 2003, the City Commission for the City of Key West passed Resolution No. 03-138 approving the Mole Lease between the City of Key West and the United States of America. The lease is for the purpose of using the Navy's Mole Pier for Cruise Ship berthing. Rent for the leased area is 40% of the gross receipts per ship per port call. The money is deposited in an account maintained by the City of Key West and is to be used solely for in-kind projects as directed by the local Naval Air Station or if requested as a direct payment to the Navy. The Navy and City work closely to identify projects or materials that will benefit the local Navy and hopefully also has added benefits to the City.

The Navy requested that the City use a portion of the existing funds to install regulatory buoys to establish a vessel exclusion area for Naval restricted areas and danger zones to the West end of Fleming Key (see attached request/approval).

On April 29, 2009, staff received two (2) bids in response to the IB # 09-006: Fleming Key Buoys Installation/Permit Renewal.

- |   |           |
|---|-----------|
| 1. J.J. Morley Enterprises (dba Key West Harbor Services, Inc.) | \$100,000 |
| 2. Shoreline Foundation, Inc.                                   | \$123,730 |

Upon review of the bidders' response by City Staff, it was determined that both bids were considered responsive.

### **OPTIONS**

At this point in the process there are two options:

1. Accept the lowest, responsive bid, J.J. Morley Enterprises (dba Key West Harbor Services, Inc.),
2. Reject the lowest, responsive bid and select another bidder or readvertise the IB.

### **ADVANTAGES/DISADVANTAGES**

Option 1: J.J. Morley Enterprises (dba Key West Harbor Services, Inc.) has submitted a responsive bid that appears to be reasonable to provide the services as specified in the bid.

Option 2: There appears to be no justification for selecting another bidder or a rebid.

### **FINANCIAL ISSUES**

The contractor with the lowest bid was J.J. Morley Enterprises (dba Key West Harbor Services, Inc.) with a price of \$100,000. The purchase will be funded from the Mole Lease Fund.

### **RECOMMENDATION**

City staff recommends that City Commission award the contract for IB # 09-006: Fleming Key Buoys Installation/Permit Renewal to J.J. Morley Enterprises (dba Key West Harbor Services, Inc.) in the amount of \$100,000, approval for the use of the Mole Lease Funds in the same amount, and approval to make all necessary budget transfers.

## CONTRACT

This Contract, made and entered into this 29 day of JULY 2009, by and between the **City of Key West**, hereinafter called the "Owner", and **Key West Harbor Services, Inc.** hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the **FLEMING KEY BUOYS INSTALLATION/PERMIT RENEWAL IB NO: 09-006**, to the extent of the Proposal made by the Contractor, dated this 29th day of April 2009, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of **FLEMING KEY BUOYS INSTALLATION/PERMIT RENEWAL** are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the LUMP SUM BID amount in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Bidder further agrees to begin work the date of the Notice to Proceed. The following contract deadlines will go into affect once the Notice to Proceed is issued:

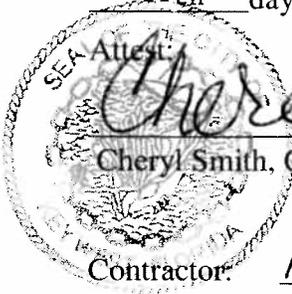
- Within 45 calendar days, all permit applications must be completed and submitted
- Once permits are issued by Federal, State, and Local departments, 60 calendar days to complete the project.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the two (2) year warranty

period beginning the date of final acceptance of the work by the Owner, and further agrees to indemnify and hold harmless the Owner from any costs encountered in remedying such defects.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of two hundred fifty dollars (\$250.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this 11th day of August 2009.



Attest:  
Cheryl Smith  
Cheryl Smith, City Clerk

By: JK Scholl  
Jim Scholl, City Manager  
or Authorized Representative

Contractor: KEY WEST HARBOR SERVICES  
By: Shirley  
Print Name: SEAN MORLEY  
Title: PRESIDENT

Witness: Becky Rannay  
Print Name: Becky Rannay

APPROVED AS TO FORM:  
[Signature]  
Attorney for Owner



Client#: 10751

KEYW

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/09/09

<b>PRODUCER</b> AMU AGENCY, INC 108 GREENWICH STREET New York, NY 10006 212 349-3500		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> KEY WEST HARBOR SERVICE, INC. D/B/A TOW BOAT US KEY WEST P.O. BOX 413 KEY WEST, FL 33041		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: RLI INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

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

INSR ADD'L	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC	HUL0100127	08/24/08	08/24/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: - AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER MARINE PACKAGE POLICY	HUL0100127	08/24/08	08/24/09	HULL:\$98,500.00 P&I:\$1,000,000.00 DEDUCTIBLE:\$2,500.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 COVERAGE INCLUDES: HULL, P&I, TOWING, SALVAGE, JONES ACT & GENERAL LIABILITY.  
 CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED.

**CERTIFICATE HOLDER**

MARQUIS SALVAORS, LLC

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





RBC Bank™

Issue Date: August 05, 2009

Expiry Date: July 24, 2010

Irrevocable Standby Letter of Credit Number SB004944

International Services - Standby L/C Unit  
200 Providence Rd., 3rd Floor  
Charlotte, NC 28207  
S.W.I.F.T.: CNTAUS33  
Tel.: 704-686-1467 or 704-686-1194  
Fax: 704-686-1498  
Toll-free: 1-800-938-6299

**Beneficiary:**

City of Key West  
Port Operations  
201 William Street  
Key West, FL 33040

**Applicant:**

J.J. Morley Enterprises, Inc.  
7560 Industrial Court  
Alpharetta, GA 30004

RE: Fleming Key Buoys Installation / Permit Renewal IB No: 09-006

Gentlemen:

We hereby establish our Irrevocable Standby letter of credit referenced above in your favor as Beneficiary for the account of the above referenced Applicant up to the aggregate amount of \$100,000.00 (United States Dollars One Hundred Thousand and 00/100) available by payment of your draft(s) drawn at sight on us when accompanied by the following document(s):

Beneficiary's signed statement reading: "J.J. Morley Enterprises, Inc. is in default beyond all applicable cure periods. We have notified J.J. Morley Enterprises, Inc. of our intent to demand payment under irrevocable standby letter of credit number SB004944 in settlement of such default."

Partial and multiple drawings hereunder are permitted.

We hereby agree with you that all draft(s) drawn under and in compliance with the terms and conditions shall be duly honored by us when presented, along with the required documentation and the original of this letter of credit, at our office located at 200 Providence Road, 3rd Floor, Charlotte, NC 28207, Attention: International Services - Standby L/C Unit on or before the above stated expiry date.

Draft(s) drawn hereunder must state on their face "drawn under RBC Bank (USA) letter of credit number SB004944".

This credit is subject to the International Standby Practices ("ISP98"), International Chamber of Commerce Publication No. 590.

Sincerely,

RBC Bank (USA)

Glenda A. Martin

Authorized Signature

K. B. [Signature]

Authorized Signature



DEPARTMENT OF THE NAVY  
NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST  
JACKSONVILLE, FL 32212-0030

11000  
Ser PRKW1/1237  
29 Sep 08

Doug Bradshaw  
City of Key West Port/Harbor Management Office  
P.O. Box 6434  
Key West, FL 33041-6434

Dear Mr. Bradshaw,

This letter is to serve as the official notice to proceed in support of the Military & Defense Enterprise Florida Grant funding and the installation of ten (10) "Vessels Exclusion Zone" buoys, delineating the Naval Restricted Area/Danger Zone off the west side of Fleming Key, within Fleming Key Harbor. Project funding is being tracked by the State of Florida by way of the designation "DIG 07-03 Fleming Key Buoys."

The purpose of this project is to delineate the existing restricted area water zone affecting the harbor by moving the exclusion line further away from the Fleming Key shoreline. The project includes aids to navigation that will be marked in accordance with Section 327.40 Florida Statutes. Permitting for the project was accomplished through the Florida Department of Environmental Protection by permit # 44-0128960-004 and through the ACOE by permit # 2006-4759. The ACOE permit has expired. Per the attached draft SOW for the effort, the work includes obtaining all permit renewals and/or new permits as required to complete the installation. The amendment to the vessel exclusion zone was noticed by the ACOE in the Federal Register on February 21, 2007.

Attached please find the draft SOW for the effort, plans, existing environmental permits, and brief specification.

Please direct any questions/comments to my POC, Mr. Steve Quimby, at 293-2133, or via email: [steven.quimby@navy.mil](mailto:steven.quimby@navy.mil)

A. I. FRANCO  
Lieutenant Commander  
U. S. Navy  
Public Works Officer  
By direction of  
the Commanding Officer

Enclosures  
(1) DRAFT Statement of Work  
(2) Regulatory Permits



**DEPARTMENT OF THE NAVY**  
NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST  
JACKSONVILLE, FL 32212-0030

11000  
Ser PRKW12/1311  
1 May 2009

Mr. Doug Bradshaw  
City of Key West/Harbor Mgt Office  
P.O. Box 6434  
Key West, FL 33041-6434

Mr. Bradshaw,

Upon review of the Bidder's Information Package IB-09-006 dated April 29, 2009, we recommend award of contract to install "Vessels Exclusion Zone" buoys at Fleming Key to low bidder, J. J. Morley Enterprises DBA Key West Harbor Services, Inc., in the amount of \$100,000.

Please direct any questions/comments to my POC, Dr. Clarence Feagin, AICP, at 293-2502, or via e-mail: [Clarence.feagin@navy.mil](mailto:Clarence.feagin@navy.mil).

A handwritten signature in black ink, appearing to read "A. I. Franco", with a long horizontal line extending to the right.

A. I. Franco  
Lieutenant Commander  
U.S. Navy  
Public Works Officer  
By direction of the Commanding Officer

# INTEROFFICE MEMORANDUM

To: Doug Bradshaw, Port Projects Manager  
CC: Sue Snider, Purchasing  
From: Cheri Smith, City Clerk  
Date: April 29, 2009  
Subject: **FLEMING KEY BUOYS INSTALLATION / PERMIT RENEWAL  
BID #09-006**

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Attached for your review are copies of the bids opened Wednesday, April 29, 2009 at 3:00 p.m. in response to the above referenced project.

1.	J. J. Morley Enterprises dba Key West Harbor Services, Inc. 7281 Shrimp Road Key West, FL 33040	Total	\$100,000.00
2.	Shoreline Foundation, Inc. 2781 SW 56 <sup>th</sup> Avenue Pembroke Park, FL 33023	Total	\$123,730.00

**FROM THE DESK OF:  
CHERYL SMITH, MMC, CPM**

CITY CLERK  
CITY OF KEY WEST  
525 ANGLA STREET  
KEY WEST, FL 33040  
PHONE: 305-893-3835  
FAX: 809-3833

Enclosures  
CS/sph

Notice to Bidder: Use Black Ink or Type For Completing the Form.

**BID**

**To:** The City of Key West  
**Address:** 525 Angela Street, Key West, Florida 33040  
**Project Title:** FLEMING KEY BUOYS INSTALLATION/PERMIT RENEWAL  
**Project:** IB #09-006

**BIDDER'S INFORMATION**

**Name:** J.J. Morley Enterprises DBA Key West Harbor Services, Inc.  
**Address:** 7281 Shrimp Road Key West, FL 33040

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**Contact Name:** Sean Morley  
**Email:** towboatuskeywest@aol.com  
**Telephone:** 305 454 3121  
**Fax:** 305 294 0963

**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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself 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.



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.

### **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 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.”

### **LUMP SUM BASE BID**

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the lump sum on the Bid Form. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment 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. The bid will be awarded on total bid amount. Final lump sum payments will be adjusted based on actual units and unit prices. A schedule of values shall be submitted with the bid.

**BID FORM**

**IB #09-006: FLEMING KEY BUOYS INSTALLATION/PERMIT RENEWAL**

**LUMP SUM BID PRICE**

\$100,000.000 \_\_\_\_\_

**Bid Total in Words**

**One Hundred Thousand Dollars and No Cents**

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**BID BREAKDOWN**

The bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the bidder arrived at said bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

\$10,000 per installed buoy. This includes engineered helical stainless steel mooring anchors, chain, attachment fittings and marked polyethelene exclusion buoys. This bid also provides for all shipping of the materials, floating and specialized installation equipment and labor. This bid includes the cost of permit renewal, licenses, bonds and insurances.

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

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

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

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

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

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

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

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

**BIDDER**

The name of the Bidder submitting this Bid is: J.J. Morley Enterprises DBA Key West Harbor Services

Doing business at P.O. B0x 413

Key West Florida, 33041

Telephone No. 305 454 3121

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

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

Name	Title
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Sean Morley	President Key West Harbor Services, Inc
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**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

(SEAL)

Name of Corporation

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

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

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

Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

Title \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**PROJECT IB #09-006: FLEMING KEY BUOYS INSTALLATION/PERMIT RENEWAL**

**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. 09-006 for Fleming Key Bouys Installation/Permit Renewal

2. This sworn statement is submitted by Key West Harbor Services, Inc  
(Name of entity submitting sworn statement)

whose business address is P.O. Box 413, Key West, FL 33040

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is 20-5298144 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

3. My name is Sean J. Morley and my relationship to  
(Please print name of individual signing)

the entity named above is President of Key West Harbor Services, Inc.

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 no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]  
(Signature)

4-29-09  
(Date)

STATE OF FLORIDA

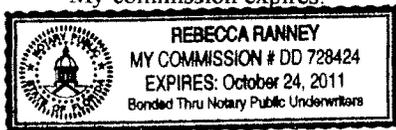
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 29th day of April, 2009.

My commission expires:



[Signature]  
NOTARY PUBLIC



**Past Performances For JJ Morley Enterprises, Inc  
DBA Key West Harbor Services, Inc**

Key West Harbor Services, Inc has been operating in Key West, FL Since 2006. Key West Harbor Services has been providing on the water services for many governmental agencies including the City of Key West, State of Florida and the federal government. We have been awarded contracts of over \$400,000.00.

**Piling Installation- Safe Harbor Marina**

April 2009

Assist in placing and install 20 wood pilings at Safe Harbor Marina

**Pole Removal – Keys Energy Services**

February 2009

Remove 4 abandoned concrete power poles in Boca Chica Channel.

**SPSS Testing – JIATFS Key West Prime Contractor for support services**

January 2009

Provide offshore support services. Install and maintain temporary moorings in 500' of water for testing purposes under the direction of the Joint Interagency Task Force South for testing of semi-submersible submarines.

**Marlin Pier- City of Key West Subcontractor for Envirotact Marine.**

November 2008

Demolish existing pier and remove and dispose of all debris. Locate and place new pilings within ¼” tolerance. Grout in all pilings. Assist in installing dock structure.



First State Bank  
Of The Florida Keys  
Key West, Florida 33040

6271

63-43670  
10

REMITTER KEY WEST HARBOR SERVICE

PAY TO THE  
ORDER OF

CITY OF KEY WEST

DATE

April 29, 2009

AMOUNT

\*\*\*\$5,000.00

\$5,000.00

### Cashier's Check

The purchase of an Indemnity Bond will be required before any Cashier's Check of this bank will be replaced or refunded in the event it is lost, misplaced or stolen.



*[Signature]*  
AUTHORIZED SIGNATURE

⑈006271⑈



**CASHIERS CHECK** 6271

REMITTER: KEY WEST HARBOR SERVICE

PAY TO: CITY OF KEY WEST

DATE  
04/29/09

AMOUNT  
\*\*\*\$5,000.00

ACCT: 1010104112  
BRANCH #: 010  
TELLER #: 0065



COPY

Notice to Bidder: Use Black Ink or Type For Completing the Form.

**BID**

To: The City of Key West  
Address: 525 Angela Street, Key West, Florida 33040  
Project Title: FLEMING KEY BUOYS INSTALLATION/PERMIT RENEWAL  
Project: IB #09-006

**BIDDER'S INFORMATION**

Name: Shoreline Foundation, Inc.  
Address: 2781 SW 56th Avenue  
Fembroke Park, FL 33023  
  
Contact Name: Jon Klion  
Email: ijklion@shorelinefoundation.com  
Telephone: (954) 985-0460  
Fax: (954) 985-0462

**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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself 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.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

#### **CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

#### **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 TIME**

The Bidder further agrees to begin work the date of the Notice to Proceed. The following contract deadlines will go into affect once the Notice to Proceed is issued:

- Within 45 calendar days, all permit applications must be completed and submitted
- Once permits are issued by Federal, State, and Local departments, 60 calendar days to complete the project.

#### **LIQUIDATED DAMAGES**

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of two hundred fifty dollars (\$250.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by 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's. \_\_\_\_\_  
(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.

#### **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 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."

#### **LUMP SUM BASE BID**

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the lump sum on the Bid Form. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment 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. The bid will be awarded on total bid amount. Final lump sum payments will be adjusted based on actual units and unit prices. A schedule of values shall be submitted with the bid.

**BID FORM**

**IB #09-006: FLEMING KEY BUOYS INSTALLATION/PERMIT RENEWAL**

**LUMP SUM BID PRICE**

\$ 123,730.00

**Bid Total in Words**

One hundred twenty three thousand seven hundred thirty dollars 00/100

**BID BREAKDOWN**

The bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the bidder arrived at said bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

**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: Diving

Name: Viking Diving

Address: 3418 Enterprise Road, Port Pierce, FL 34982

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

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

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

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

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

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

**BIDDER**

The name of the Bidder submitting this Bid is: Shoreline Foundation, Inc.

Doing business at 2781 SW 56th Avenue

City Pembroke Park State FL Zip 33023

Telephone No. (954) 985-0460

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

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

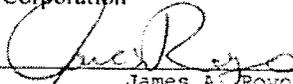
Name	Title
<u>James A. Royo</u>	<u>President</u>
<u>Barry S. Reed</u>	<u>Vice President/ Secretary</u>
<u>John R. McGee</u>	<u>Vice President/ Treasurer</u>

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 28 day of April, 2009.

(SEAL)

Name of Corporation

By:   
James A. Royo

Title: President

Attest:   
Barry S. Reed

Secretary

If Sole Proprietor or Partnership N/A

IN WITNESS hereto the undersigned has set his her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

Title \_\_\_\_\_

FLORIDA BID BOND

BOND NO. N/A BID BOND

AMOUNT \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that SHORELINE FOUNDATION, 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, CT 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 OF THE 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 presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

FLEMING KEY BUOYS INSTALLATION/PERMIT RENEWAL said Bid, 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 Bid and the detailed Specifications entitled:

FLEMING KEY BUOYS INSTALLATION/PERMIT RENEWAL

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 five (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 five (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 five (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 29TH day of APRIL 2009.

SHORELINE FOUNDATION, INC.

PRINCIPAL

  
By James A. Royo - President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

SURETY

  
Attorney-In-Fact D. W. MATSON III



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
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. 216588

Certificate No. 002261461

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, 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

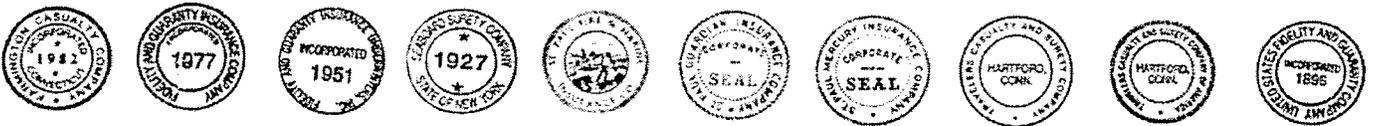
D. W. Matson III, and John W. Charlton

of the City of Coral Gables, State of Florida, 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 11th day of March, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
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 11th day of March, 2008, 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., Seaboard Surety Company, 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, 2011.



[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., Seaboard Surety Company, 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, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, 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 29th day of APRIL, 2009.

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelers-bond.com](http://www.travelers-bond.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.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

PROJECT IB #09-006: FLEMING KEY BUOYS INSTALLATION/PERMIT RENEWAL

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. 09-006 for  
Fleming Key Buoys Installation/ Permit Renewal
  
2. This sworn statement is submitted by Shoreline Foundation, Inc.  
(Name of entity submitting sworn statement)  
  
whose business address is 2781 SW 56th Avenue, Pembroke Park, FL 33023  
and (if applicable) its Federal  
Employer Identification Number (FEIN) is 59-2695595 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
  
3. My name is James A. Royo 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.)

  
(Signature) James A. Royo  
April 28, 2009  
(Date)

STATE OF Florida  
COUNTY OF Broward

NOTARY PUBLIC-STATE OF FLORIDA  
 Joseph Stanton  
Commission # DD818534  
Expires: AUG. 28, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 28<sup>th</sup> day of APRIL, 2009.

My commission expires: 8/28/2012  
  
NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT IB #09-006: FLEMING KEY BUOYS INSTALLATION/PERMIT RENEWAL

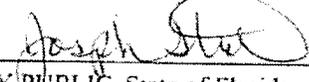
STATE OF FLORIDA                    )  
  : SS  
COUNTY OF MONROE                )

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:   
James A. Royo - President

Sworn and subscribed before me this

23<sup>rd</sup> day of April, 2009.

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 8/28/2012

NOTARY PUBLIC STATE OF FLORIDA  
Joseph Stanton  
Commission # DD818554  
Expires: AUG. 28, 2012  
BONDED THRU ATLANTIC BONDING CO., INC

# Exhibit “A”

## Schedule of Values

Schedule of Values				
Item	Description	Unit	Unit Price	Extension
1	Mobilization	1	\$ 20,000	\$ 20,000
2	Materials	10	\$ 5,958	\$ 59,580
3	Labor	10	\$ 1,100	\$ 11,000
4	Equipment	10	\$ 965	\$ 9,650
5	Permit	1	\$ 3,500	\$ 3,500
6	DeMobilization	1	\$ 20,000	\$ 20,000
<b>TOTAL</b>				<b>\$ 123,730</b>

# Exhibit “B”

## Proof of Insurance

Client#: 25889

SHOREFOU

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 02/15/09
<b>PRODUCER</b> USI Insurance Services, LLC/CL P.O. Box 141916 Coral Gables, FL 33114-1916 305 669-6000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Shoreline Foundation Inc 2781 SW 56 Ave Pembroke Park, FL 33023-4166	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A: National Liability & Fire Ins Co INSURER B: SeaBright Insurance Company INSURER C: Max Specialty Insurance Company INSURER D: Harleysville Insurance Company INSURER E:	

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	LAT001832008	12/13/08	12/13/09	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADY INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP-OP AGG \$1,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA2M7963	08/22/08	08/22/09	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY AND AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	LAT001842008	12/13/08	12/13/09	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 DEDUCTIBLE \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BB1081984	10/01/08	10/01/09	<input checked="" type="checkbox"/> TWC STAT. (TORY LIMITS) OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER CONTR EQUIP ALL RISK INCL BOOMCOL/OVERLOAD	MAX6IM0001128	03/12/08	03/12/09	per schedule on file LEASED/RENTED \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b> SHORELINE FOUNDATION, INC. 2781 SW 56 Ave Pembroke Park, FL 33023-4166	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Agent of Record <i>Dorothy Johnson</i>
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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.