

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

**BID FORM**

To: The City of Key West

Address: 3140 Flagler Avenue, Key West, Florida 33040

Project Title: Repairs and Improvements at Zero Duval and Mallory Square

CH2M HILL Project No.: 439197

City of Key West Project No.: EN-1002

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

Company: Orion Marine Construction, Inc.

Name: Laurie Simpson

Telephone: 813-839-8441

Email: LSimpson@orionmarinegroup.com

**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.

The Bidder further agrees, as evidenced by signing the Bid, which if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

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 (April 15, 2016) when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions. Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions on or before November 30, 2016.

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 \$3,000.00 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 No's. One(1) Two(2) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his 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 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 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 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 lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for 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.

UNFORESEEN CONDITION ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Change Order. The Owner will negotiate with the Contractor how each Allowance will be spent prior to performing the work.

CONCRETE AND UTILITY ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for concrete and utility coordination. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Change Order. The Owner will negotiate with the Contractor how each Contingency Allowance will be spent prior to performing the work.

PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Base Bid for the Permit required by the City of Key West and any Regulatory Agency Permit(s). Bidder acknowledges that payment will be based on actual cost for the permit(s).

Breakdown of the lump sum bid as provided below is in accordance with the following schedule:

<b>LUMP SUM BID SCHEDULE</b>		
<b>Item No.</b>	<b>Description</b>	<b>Lump Sum Item Price</b>
<b>A.</b>	<b>Zero Duval</b>	
1.	Mobilization	\$ 124,597.00
2.	Demolition	\$ 80,805.00
3.	Wooden Deck Demolition/ Reconstruction	\$ 142,441.00
4.	Sheet Piles	\$ 113,226.00
5.	Tie Backs and Walers	\$ 187,392.00
6.	Concrete Cap	\$ 80,952.00
7.	Backfill/Flowable Fill	\$ 103,555.00
8.	Drainage Pipe Extension and Repair	\$ 101,375.00
9.	Misc. General	\$ 4,766.00
10.	Project Close Out / Demobilization	\$ 12,471.00

<b>LUMP SUM BID SCHEDULE</b>		
<b>Item No.</b>	<b>Description</b>	<b>Lump Sum Item Price</b>
	<b>SUBTOTAL 'A'</b>	\$ <u>951,580.00</u>
B.	Mallory	
1.	Mobilization	\$ <u>177,040.00</u>
2.	Demolition	\$ <u>66,798.00</u>
3.	Piling	\$ <u>307,320.00</u>
4.	Concrete	\$ <u>246,423.00</u>
5.	Fenders	\$ <u>8,832.00</u>
6.	Misc. General	\$ <u>3,113.00</u>
7.	Project Close Out / Demobilization	\$ <u>27,522.00</u>
	<b>SUBTOTAL 'B'</b>	\$ <u>837,048.00</u>

C.	Unforeseen Condition Allowance	\$ <u>125,000</u>
D.	Permit Allowance	\$ <u>40,000</u>
E.	Concrete and Utility Allowance	\$ <u>75,000</u>
	<b>Total Lump Sum Bid (A.-E.)</b>	\$ <u>2,028,628.00</u>

The Bidder agrees to accept as full payment for the Work proposed under this Project, as herein specified and as shown on the Drawings, the following Total Base Bid amount:

Two Million Twenty-Eight Thousand  
Six Hundred Twenty-Eight Dollars and zero cents.  
 (Amount written in words has precedence)

Basis of Award is Total Lump Sum Bid Amount.

#### ALTERNATE BIDS – LUMP SUM

Provide Work of Alternate Items as specified in Section 01 29 00 for the following amounts:

Alternate No. 1: New Timber Piles (Each Pile) \$ 5,568.00

#### 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:

Nicholson Construction Company - Soil Anchors  
 Name

17535 Darby Lane Lutz FL 33558  
 Street City State Zip

Charley Toppino & Sons - Land Work Sub  
 Name

PO Box 787 Key West FL 33041  
 Street City State Zip

GRL Engineers, Inc. - Pile Testing Sub  
 Name

8000 S. Orange Ave., Suite 225 Orlando FL 32809

Street City State Zip

Concrete Analysis & Testing Laboratories, Inc. - Concrete Testing

Name

PO Box 500875 Marathon FL 33050  
Street City State Zip

**Surety**

Liberty Mutual Insurance Company whose address is

450 Plymouth Rd., Suite 400 Plymouth Meeting PA 19462-1644  
Street City State Zip

**Bidder**

The name of the Bidder submitting this Bid is Orion Marine Construction, Inc.

\_\_\_\_\_ doing business at

5440 W. Tyson Ave. Tampa. FL 33611  
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:

Mark R. Stauffer - President/CEO L. Dwayne Breaux - EVP/COO

Christopher J. DeAlmeida - VP/CEO/Treasurer Peter Buchler - EVP/Secretary/General Counsel

Cory C. Butz - Vice President Laurie A. Simpson - Asst. Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_ day of \_\_\_\_\_ 20\_\_.

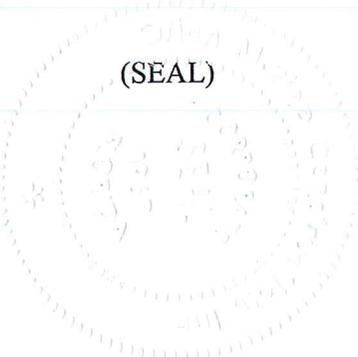
\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
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 1st day of Marchj 2016.

(SEAL)



\_\_\_\_\_  
Orion Marine Construction, Inc.

Name of Corporation

By: LBX

Cory Butz

Title: Vice President

Attest: Lauree J. Simpson

Asst. Secretary

**END OF SECTION**

**FLORIDA BID BOND**

BOND NO.   N/A  

AMOUNT: \$   5% GAB  

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

**Orion Marine Construction, Inc.**

hereinafter called the Contractor (Principal), and **Liberty Mutual 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 Greatest Amount Bid**

\_\_\_\_\_ DOLLARS (\$ **5% GAB** ), 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 Repairs and Improvements at Zero Duval and Mallory Square, Key West, Florida, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of 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:

**REPAIRS AND IMPROVEMENTS AT ZERO DUVAL AND MALLORY SQUARE**

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.

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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 Obligee 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 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 24th day of February, 20 16.

Orion Marine Construction, Inc.  
Principal

By: [Signature]  
Corey Bartz, Vice President  
Liberty Mutual Insurance Company

Surety  
By: [Signature]  
Attorney-In-Fact Maria D. Zuniga

END OF SECTION

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7026970

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

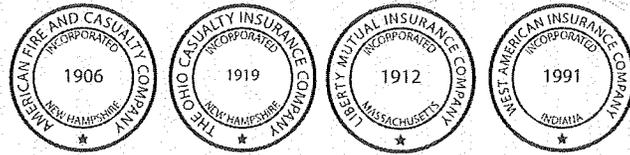
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Koletar; Joseph R. Aubert; Marc W. Boots; Maria D. Zuniga; P. T. Osburn; Richard Covington; Vickie Lacy

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of June, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 17th day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 24th day of February, 20 16.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**ANTI-KICKBACK AFFIDAVIT**

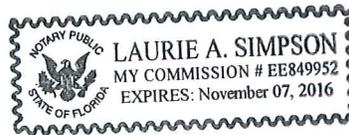
STATE OF FLORIDA                    )  
  : SS  
COUNTY OF MONROE                )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid (Repairs and Improvements at Zero Duval and Mallory Square) 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:   
Cory Butz  
Vice President - Orion Marine Construction, Inc.

Sworn and subscribed before me this  
1st day of March, 2016

  
NOTARY PUBLIC, State of Florida  
at Large



My Commission Expires: 11/07/2016

**END OF SECTION**

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ANTI-KICKBACK AFFIDAVIT  
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JANUARY 2016  
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**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 Repairs and Improvements at Zero Duval and Mallory Square, City of Key West, Florida.

2. This sworn statement is submitted by Orion Marine Construction, Inc.  
(name of entity submitting sworn statement)

whose business address is 5440 W. Tyson Ave., Tampa, FL 33611

\_\_\_\_\_ and (if applicable) its Federal Employer

Identification Number (FEIN) is 59-1158596

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

sworn statement \_\_\_\_\_

3. My name is Cory Butz  
(please print name of individual signing)

and my relationship to the entity named above is Vice 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 or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of 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.



## CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: Orion Marine Construction, Inc.

SEAL:

5440 W. Tyson Ave., Tampa, FL 33611  
Address

  
Signature

Cory Butz  
Print Name

Vice President  
Title

DATE: 03/01/2016

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INDEMNIFICATION FORM  
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JANUARY 2016  
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SECTION 00 43 19  
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA )  
: SS  
COUNTY OF Hillsborough )

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

By: [Signature]  
Cory Butz - Vice President

Sworn and subscribed before me this

1st day of March, 2016.

[Signature]  
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 11/07/2016

**City Ordinance Sec. 2-799**  
**Requirements for City Contractors to Provide Equal Benefits for Domestic Partners**

- (a) Definitions. For purposes of this section only, the following definitions shall apply:
- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
  - (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
  - (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
  - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
  - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
  - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained

by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) *Equal benefits* mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
  - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
  - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
  - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured

pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").

- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
  - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

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DOMESTIC PARTNERSHIP  
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**CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT**

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
  
2. A City of Key West Business License Tax Receipt also is required for sub-contracting.
  
3. A Business License Tax Application can be found on the City's web site.

**<http://www.keywestcity.com/egov/docs/1162843921181.htm>**



SECTION 00 43 21  
CONE OF SILENCE AFFIDAVIT

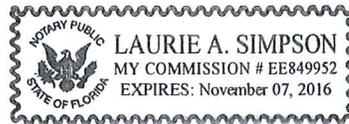
STATE OF Florida )  
 : SS  
COUNTY OF Hillsborough )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Orion Marine Construction, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

*[Handwritten Signature]*  
Cory Butz - Vice President  
Sworn and subscribed before me this

1st day of March, 20 16.

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



My Commission Expires: 11/07/2016

**Sec. 2-773. Cone of Silence**

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
  - 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.
- (c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive

Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

END OF SECTION

NOT APPLICABLE

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)
Length of time at this address

Signature of Authorized Representative Date

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this day of , 20.
By , of
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced as identification
(type of identification)

Signature of Notary
Print, Type or Stamp Name of Notary
Title or Rank

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

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LOCAL VENDER CERTIFICATION  
00 43 22 - 2

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**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 shall contain Bid Form, Bid Security, Experience Record, Anti-Kickback Affidavit, Public Entity Crimes, Key West Indemnification Form, Disclosure of Lobbying Activities, Non-Collusion Declaration and Compliance, Florida Trench Safety Act Compliance, and Suspension and Debarment Certificate, Equal Benefits for Domestic Partner Affidavit, Cone of Silence Affidavit, and Local Vendor Certification. | [✓] |
| 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.   | [✓] |

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BIDDERS CHECKLIST  
00 44 00 - 2

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## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b> <input type="checkbox"/></p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p><b>2. Status of Federal Action:</b> <input type="checkbox"/></p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p><b>3. Report Type:</b> <input type="checkbox"/></p> <p>a. initial filing b. material change</p> <p><b>For Material Change Only:</b> year _____ quarter _____ date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime      <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Orion Marine Construction, Inc. 5440 W. Tyson Ave. Tampa, FL 33611</p> <p>Congressional District, if known:</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known:</p>	
<p><b>6. Federal Department/Agency:</b></p> <p>Unknown</p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p> <p>Unknown</p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ unknown</p>	

<p><b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i></p> <p>None</p> <p><i>(attach Continuation Sheet(s))</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p>N/A</p> <p><i>SF-LLLA, if necessary)</i></p>
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> </p> <p><b>Print Name:</b> Cory Butz</p> <p><b>Title:</b> Vice President</p> <p><b>Telephone No.:</b> 813-839-8441 <b>Date:</b> 03/01/2016</p>
<p><b>Federal Use Only:</b></p>	<p>Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)</p>

FORM DEP 55-221 (01/01)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING  
ACTIVITIES**

**This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.**

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**
- 2. Identify the status of the covered Federal action.**
- 3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.**
- 4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.**
- 5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.**
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.**

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: \_\_\_\_\_  
 F.A.P. NO.: \_\_\_\_\_  
 PARCEL NO.: \_\_\_\_\_  
 COUNTY OF: Monroe  
 BID LETTING OF: March 1, 2016

I, Cory Butz, hereby  
(NAME)  
 declare that I am Vice President of Orion Marine Construction, Inc.  
(TITLE) (FIRM)  
 Of Tampa, Florida  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

N/A

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.



CONTRACTOR: Orion Marine Construction, Inc (Seal)

BY: Cory Butz - Vice President  
NAME AND TITLE PRINTED

WITNESS: *Laurie L. Simpson*

BY: *[Signature]*  
SIGNATURE

WITNESS: *[Signature]*

Executed on this 1st day of March, 2016

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

439197/WPB

NON-COLLUSION DECLARATION  
AND COMPLIANCE WITH 49 CFR §29  
00 44 02 - 4

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JANUARY 2016  
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FLORIDA TRENCH SAFETY ACT COMPLIANCE  
Trench Excavation Safety System and Shoring

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project (Seawall Repairs at Zero Duval) shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to the these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>Trench for site work</u>	<u>100</u>	<u>LF</u>	<u>\$10.00</u>	<u>\$1,000.00</u>
B. _____	_____	_____	_____	_____

[Signature]  
Signature  
03/01/2016  
Date

STATE OF Florida

COUNTY OF Hillsborough

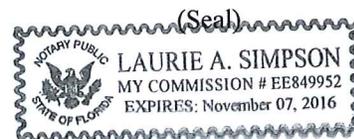
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Cory Butz, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 1st day of March, 2016.

[Signature]  
Notary Public

MY COMMISSION EXPIRES: 11/07/2016



439197/WPB

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
  - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (b) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
  - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of, March 1, 2016

By  \_\_\_\_\_  
Authorized Signature/Contractor

Cory Butz / Vice President  
Typed Name/Title

Orion Marine Construction, Inc.  
Contractor's Firm Name

5440 W. Tyson Avenue  
Street Address

\_\_\_\_\_  
Building, Suite Number

Tampa, FL 33611  
City/State/Zip Code

813-839-8441  
Area Code / Telephone Number

439197/WPB

04 44 04

439197/WPB  
04 44 04

Bidder's Experience Record

JOB NAME	DESCRIPTION	PROJECT LOCATION	OWNER	CONTACT	ENGINEER	CONTACT	PERCENT COMPLETE	REMAINING TO COMPLETE	CURRENT CONTRACT VALUE	INITIAL CONTRACT VALUE	FINAL CONTRACT VALUE	START DATE	ACTUAL COMPLETION DATE	SCHEDULED COMPLETION DATE
General Port Authority Construction and Dredging for the New Cargo Berths NCS 5 & 6	Construct berths at North Cargo Berth 5 & 6 consisting of deep and shallow steel sheet piling, concrete pile supported relieving platforms, ground tie-back anchors, monopile shore mooring dolphins, dredging, tenders, mooring fixtures, berth utilities and lighting and miscellaneous earthwork and pavement. Dredge 2,067 Uf of 1/4" steel corrugated steel sheet pile berth 802, ea 18' Square concrete piles, Cast-in-place 9.625 CY of concrete relieving platform. Dredge 372,200 CY to be disposed of off-shore.	FL Cape Canaveral,	Canaveral Port Authority PO Box 257 448 Challenger Rd. Cape Canaveral, FL 32920	Karen Pappas 321-783-7831 - phone 321-783-7831 x 219 - fax	Halcrow 707 Mullet Road Cape Canaveral, FL 32920	Gary Ledford, P.E. 321-784-5817 - phone 321-784-5462 - fax	100.00%	\$ -	\$ 9,139,099.00	\$ 25,181,044.00	\$ 21,429,192.00	02/08/12	06/19/14	06/30/14
Tampa Dock Dolphin Replacement	Design/build removal and replacement of two existing breasting dolphins with mono-pile dolphins.	Tampa, FL	Hess Corporation 1 Hess Plaza Woodbridge, NJ 07095	Anthony Straniero 732-750-6060 - phone astraniero@hess.com	Schneider Engineering & Consulting Co., Inc. 5340 W. Tyson Ave., Tampa, FL 33611	Gary Schneider, P.E. 813-325-2860 - phone 813-342-8286 - fax gschneider@schneiderc.com	100.00%	\$ -	\$ 999,500.00	\$ 999,500.00	\$ 350,000.00	10/23/13	07/16/14	07/16/14
Port Sutton Seawall Extension	Install submerged cantilever sheetpile wall, place, fill and install articulating habitatform system.	Tampa, FL	Mosaic Fertilizer, LLC 13830 Circa Crossing Drive Lithia, FL 33547	John Becker 813-500-6333 john.becker@mosaic.com	Schneider Engineering & Consulting Co., Inc. 5340 W. Tyson Ave., Tampa, FL 33611	Gary Schneider, P.E. 813-325-2860 - phone 813-342-8286 - fax gschneider@schneiderc.com	100.00%	\$ -	\$ 1,999,825.00	\$ 1,999,825.00	\$ 1,419,813.00	11/05/14	08/14/15	09/28/15
Big Bend Terminal - Bulkhead Encapsulation	Encapsulate existing circle cell bulkhead with concrete cap. Include driving support piles and piling concrete cap.	Gibson, FL	Mosaic Co. 13830 Circa Crossing Dr. Lithia, FL 33547	John Becker 813-500-6333 john.becker@mosaic.com	Schneider Engineering & Consulting Co., Inc. 5340 W. Tyson Ave., Tampa, FL 33611	Gary Schneider, P.E. 813-325-2860 - phone 813-342-8286 - fax gschneider@schneiderc.com	50.00%	\$ 2,934,958.50	\$ 5,869,917.00	\$ 5,865,171.00	\$ -	09/14/15		07/29/16
Berth 9 Reconstruction and Berths 4, 5, 12 and 14 Cathodic Protection	Reconstruction of Berth 9 including demolition and disposal of elements of existing cellular cofferdam wharf; provision of a steel corrugated bulkhead in front of the existing wharf including a new concrete cap, lean concrete fill between existing cofferdam and proposed bulkhead, wrapped steel tie rods, concrete transfer beam, and soil anchors; concrete foundation for mooring bollards; mooring fittings; new cell fenders with UHMWPE faced panels and mounting beams and remounting salvaged truck tire fenders; vibrocompaction of existing soil beneath concrete cofferdam cap; proof rolling of subgrade; new asphaltic and concrete pavement; maintenance and protection of traffic; concrete curbs atop bulkhead cap and raised concrete pedestals at mooring fittings; steel ladders; civil work and trench drains, baffle box and storm water outfalls with manhole gates; water supply and sanitary sewers work; electrical convenience outlets and miscellaneous electrical work; and concrete igloo at wharf edge with hinged top covers to house ship's electrical and water services.	Port Manatee, FL	Manatee County Port Authority 300 Tampa Bay Way Palmetto, FL 34221-5808	George Isinger gisinger@portmanatee.com 841-722-6621 - phone 841-729-1463 - fax	AECOM Technical Services, Inc. 7850 Corporate Center Dr., Suite 400 Miami, FL 33126	John Carel 238-278-7986 ext 112	2.00%	\$ 9,139,099.00	\$ 9,139,099.00	\$ 9,139,099.00	\$ 9,139,099.00	02/01/16		02/11/17



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

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

**(850) 487-1395**

**PEREZ, ALBERT JR  
ORION MARINE CONSTRUCTION, INC.  
2723 W GRAY STREET  
TAMPA FL 33609**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CGC1519811 ISSUED: 05/28/2014**

**CERTIFIED GENERAL CONTRACTOR  
PEREZ, ALBERT JR  
ORION MARINE CONSTRUCTION, INC.**

**IS CERTIFIED under the provisions of Ch.489 FS.  
Expiration date : AUG 31, 2016 L1405280001016**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

**LICENSE NUMBER**

**CGC1519811**

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

**PEREZ, ALBERT JR  
ORION MARINE CONSTRUCTION, INC.  
2723 W GRAY STREET  
TAMPA FL 33609**



ORION MARINE CONSTRUCTION, INC  
**SECRETARY'S CERTIFICATE**

OF  
CERTAIN RESOLUTIONS DULY ADOPTED BY THE BOARD OF DIRECTORS

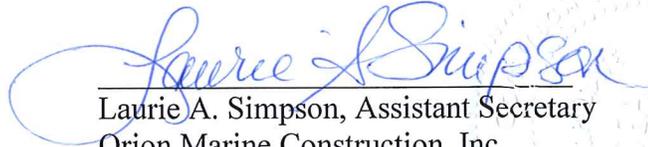
FEBRUARY 15, 2016

I, Laurie A. Simpson, the duly qualified and Assistant Secretary of Orion Marine Construction, Inc., a Florida corporation (the "Company"), hereby certify that below is a true, correct and complete copy of resolutions duly approved and adopted by written consents of the Board of Directors of the Company which resolutions have not been revoked, modified, amended or rescinded and are still in full force and effect on and as of the date hereof: March 1, 2016

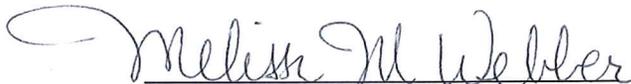
*Authorization to Sign Proposals and Contracts*

**BE IT RESOLVED**, by the sole member of the Board of Directors of Orion Marine Construction, Inc., (the "Company") that **Cory C. Butz, Vice President, Operations**, of the Company, be, and hereby is authorized, empowered and directed for and on behalf of the Company to negotiate for and sign any and all bid proposals and/or contracts, and any and all related agreements or documents related thereto which this Company might enter for the furnishing of services of the Company under such terms, conditions and stipulations, and for consideration as he might deem to be in the best interest of the Company.

**IN WITNESS WHEREOF**, the undersigned has executed and delivered this certificate in the name and on behalf of the Company on and as of the date first written above.

  
Laurie A. Simpson, Assistant Secretary  
Orion Marine Construction, Inc.

I, Melissa M. Webber, notary public in the State of Florida do hereby certify that Laurie A. Simpson is the duly elected Assistant Secretary of the Company authorized to execute and deliver this certificate, and the signature set forth above is her genuine signature.

  
Notary Public

