

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

**BID**

**To:** The City of Key West  
**Address:** 3126 Flagler Ave, Key West, Florida 33040  
**Project Title:** MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS  
**Project:** ITB #13-021

**BIDDER'S INFORMATION**

**Name:** Marina Utilities, Inc.  
**Address:** 10951 Harmony Park Drive  
Bonita Springs, FL 34135  
**Contact Name:** Robert MacDonald  
**Email:** sales@marinautilities.com  
**Telephone:** 239-405-8877  
**Fax:** 239-405-8878

**Signature:**  **Date:** 24 Jun 2013

**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 in the form annexed hereto, will attach all 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 will not 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 within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within ninety (90) calendar days after the date of the Notice to Proceed.

### **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 five hundred dollars (\$500.00) 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. NONE, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (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 Contractor 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 following lump sum. 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. Final lump sum payments will be adjusted based on actual units and unit prices.

**BID FORM**

**ITB #13-021: MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH  
PIERS**

**LUMP SUM BASE BID PRICE\***

\$ 138,950.00 \_\_\_\_\_

**Bid Total in Words**

one hundred thirty eight thousand nine hundred fifty dollars and no cents  
\_\_\_\_\_

**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 Base Bid and Alternate Bid prices 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.

**\*FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN  
THE FIELD AND APPROVED BY CITY STAFF**



**ITB# 13-021**  
**Marine Sanitation Sewer System**  
**Wahoo and Kingfish Piers**

Bid Breakdown  
Schedule of Values

Mobilization	\$3,000
Engineering/Insurance	\$7,000
Expenses (Travel, Hotels)	\$6,500
Materials & Equipment	\$80,000
Labor	\$30,450
Electrical	\$12,000
<b>Total</b>	<b>\$138,950</b>

**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:       NONE      

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

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

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

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

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

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

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

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

**BIDDER**

The name of the Bidder submitting this Bid is:       Marina Utilities, Inc.      

Doing business at       10951 Harmony Park Drvie      

City       Bonita Springs       State       FL       Zip       34135      

Telephone No.       239-405-8877      

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>      Robert MacDonald      </u>	<u>      Owner / President / General Manager      </u>
_____	_____
_____	_____

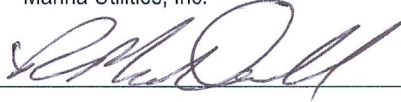
**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 24 day of Jun, 2013.

(SEAL)

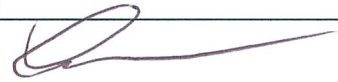
Name of Corporation Marina Utilities, Inc.

By: Robert MacDonald



Title: President / General Manager

Attest: Cathy McKinley



~~Secretary~~

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Title \_\_\_\_\_

**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that

Marina Utilities, Inc., hereinafter called the PRINCIPAL, and Aegis Security Insurance Company, a corporation duly organized under the laws of the State of Pennsylvania having its principal place of business at 2407 Park Drive, Harrisburg in the State of Pennsylvania 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 5% of Amount Bid DOLLARS (\$ 5%) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

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

MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS 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:

MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS

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 3rd day of, July 2013

Marina Utilities, Inc.  
PRINCIPAL

  
By Robert MacDonal, President

Aegis Security Insurance Company  
SURETY

  
Attorney-In-Fact Christopher R. Smith

### AEGIS SECURITY INSURANCE COMPANY POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: **KAREN PECORA-BARBOUR, CHRISTOPHER R. SMITH, DEBRA L. NASH, STACEY L. NASH**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: **\$2.5 MILLION**

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February 1993.

“**Resolved,** That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may be imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

“**Resolved,** That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or 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 the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required 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 undertaking to which it is attached.”

**IN WITNESS WHEREOF,** AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 28th day of March, 2013.

AEGIS SECURITY INSURANCE COMPANY

BY:

**DARLEEN J. FRITZ**  
President



Commonwealth of Pennsylvania }  
  } s.s.: Harrisburg  
County of Dauphin }  }

On this 28th day of March, 2013, before me personally came Darleen J. Fritz to me known, who being by me duly sworn, did depose and say that she is President of **AEGIS SECURITY INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that she knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that she signed her name thereto by like order.

*Rebecca Liddick*

**REBECCA LIDDICK**  
Notary Public

My Commission Expires July 25, 2013



I, the undersigned, Secretary of **AEGIS SECURITY INSURANCE COMPANY**, a Pennsylvania corporation, **DO HEREBY CERTIFY** that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 3rd day of July, 2013

*Deborah A. Good*  
**DEBORAH A. GOOD**  
Secretary



THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED

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

**PROJECT ITB #13-021: MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB #13-021 for  
Marine Sanitation Sewer System - Wahoo and Kingfish Piers
  
2. This sworn statement is submitted by Marina Utilities, Inc.  
(Name of entity submitting sworn statement)  
  
whose business address is 10951 Harmony Park Drive  
Bonita Springs, FL 34135 and (if applicable) its Federal  
Employer Identification Number (FEIN) is 26-0727997 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
  
3. My name is Robert MacDonald and my relationship to  
(Please print name of individual signing)  
  
the entity named above is Owner / President / General Manager.
  
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.)

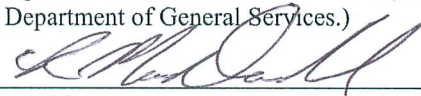
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 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) 24 Jun 2013  
\_\_\_\_\_  
(Date)

STATE OF Florida

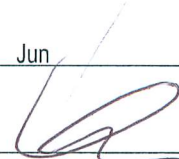
COUNTY OF Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 24 day of Jun, 2013.

My commission expires:

  
\_\_\_\_\_  
NOTARY PUBLIC



Catherine McKinley  
COMMISSION # DD955666  
EXPIRES: JAN. 25, 2014  
WWW.AARONNOTARY.COM



**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 "indemnities") 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 indemnities 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: Marina Utilities, Inc.

SEAL:

10951 Harmony Park Drive, Bonita Springs, FL 34135

Address



Signature

Robert MacDonald

Print Name

Owner / President / General Manager

Title

6/24/2013

Date

**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 MARINA UTILITIES, INC. Phone: \_\_\_\_\_  
 Current Local Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 (P.O Box numbers may not be used to establish status)

Length of time at this address N/A

\_\_\_\_\_  
 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

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

PROJECT ITB #13-021: MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS

STATE OF FL )  
 : SS  
COUNTY OF Lee )

I, the undersigned hereby duly sworn, depose and say that the firm of Marina Utilities, 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:   
Robert MacDonald

Sworn and subscribed before me this

24 day of Jun, 2013.

  
NOTARY PUBLIC, State of FL at Large



**Catherine McKinley**  
COMMISSION # DD955666  
EXPIRES: JAN. 25, 2014  
WWW.AARONNOTARY.com

My Commission Expires: \_\_\_\_\_





ITB PROJECT #:13-021  
MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS

Project Experience for Marina Utilities, Inc.

*Marina Utilities Inc. is an internationally recognized leader in marina utilities - water, sewer, electric and standpipe systems, with successful completion of over 350 marinas in the United States and around the world. In our 35 year corporate history, we have custom designed more than \$50 million in marina utilities for projects in excess of \$1 billion in construction costs.*

*Marina Utilities Inc. provides complete Design Build turnkey services using superior HDPE piping, high grade stainless steel connections and custom fabricated supports. Below is a list of the Sewer Pump-out systems we have completed in the past 5 years.*

Bell Island Marina – A private Island in the Bahamas	2012
Diversified Yachts – Fort Myers Beach, FL	2012
Isla Del Sol – Saint Petersburg, FL	2012
Kings Bay Submarine Base – Kingsland, GA	2012
Naval Air Station – Jacksonville, FL	2012
Snook Bight Marina – Fort Myers Beach, FL	2012
Metro Park Marina – Jacksonville, FL	2011
North Sound Yacht Club – Virgin Gorda, Bahamas	2011
Rybovich Marina – West Palm Beach, FL	2011
Venice Yacht Club – Venice, FL	2011
Albany Marina – Nassau, Bahamas	2010
City Marina – Fernandina Beach, FL	2010
City Marina – Clearwater, FL	2010
Palm Harbor Marina – West Palm Beach, FL	2010
Port of the Islands Marina Condominium	2010
Aqua Marina – Naples, FL	2009
Leeward Resort – Turks & Caicos	2009
Pahokee Marina – Pahokee, FL	2009
Sunset Bay Marina & Anchorage – Stuart, FL	2009
Barber's Marina – Elberta, AL	2008
Cannonsport Marina – Palm Beach Shores, FL	2008
Hamilton Harbour Marina – Naples, FL	2008
Marina Jack's – Sarasota, FL	2008
Naples Bay Resort Marina – Naples, FL	2008
Ocean Club Marina - Port Canaveral, FL	2008
Old Port Cove Marina – North Palm Beach, FL	2007-8

For additional information please contact us at 239-405-8877.



## LEGAL ACTION

There has been no legal action against Marina Utilities, Inc. in the past three years.

  
\_\_\_\_\_  
(Signature)

24 Jun 2013  
\_\_\_\_\_

(Date)

STATE OF FL

COUNTY OF Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Robert MacDonald who, after first being sworn by  
(Name of individual signing)  
me, affixed his/her signature in the space provided above on this 24 day  
of Jun, 2012.

My commission expires:

  
\_\_\_\_\_

NOTARY PUBLIC



**Catherine McKinley**  
COMMISSION # DD955666  
EXPIRES: JAN. 25, 2014  
WWW.AARONNOTARY.com



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: AF

DATE (MM/DD/YYYY)

06/13/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

<b>PRODUCER</b> Lykes Insurance, Inc. - FTM P.O. Box 60043 Fort Myers, FL 33906-6043 R. Mark Webb, CPCU A279590		Phone: 239-931-5600 Fax: 239-931-5604	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>MARIN-5</b>	FAX (A/C, No):
<b>INSURED</b> Marina Utilities, Inc. 10951 Harmony Park Dr Bonita Springs, FL 34135		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> FCCI Insurance Company		<b>10178</b>
		<b>INSURER B:</b> National Trust Insurance		<b>20141</b>
		<b>INSURER C:</b> Zurich American Insurance Co.		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X	X	GL0011422	01/30/13	01/30/14	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	AUTOMOBILE LIABILITY	X	X	CA0017760	01/30/13	01/30/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$	
							<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
								\$	
								\$	
A	UMBRELLA LIAB	X		UMB0012204	01/30/13	01/30/14	EACH OCCURRENCE	\$ 3,000,000	
	EXCESS LIAB						CLAIMS-MADE	\$ 3,000,000	
	DEDUCTIBLE							\$	
	RETENTION \$ 10000						\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC959583602	11/28/12	11/28/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT
C	USL&H			WC959583602	11/28/12	11/28/13		\$1M/\$1M\$1M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Key West is listed as additional insured with respect to general liability, per endorsement CGL026 11/08 as required by written contract; and to auto. General liability coverage is primary and noncontributory per CGL025 11/08. Waiver of subrogation in favor of City of Key West applies to general liability, auto and workers compensation. (SEE NOTES)

**CERTIFICATE HOLDER****CANCELLATION**

<b>KEYW140</b>  City of Key West PO Box 1409 Key West, FL 33041	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**NOTEPAD:**

HOLDER CODE **KEYW140**  
INSURED'S NAME **Marina Utilities, Inc.**

**MARIN-5**  
**OP ID: AF**

PAGE **2**  
DATE **06/13/13**

30 days notice of cancellation applies except in the case of nonpayment of premium when 10 days apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSUREDS – PRIMARY/NON-CONTRIBUTORY  
COVERAGE WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to SECTION IV – Commercial General Liability Conditions, Paragraph 4, entitled “Other Insurance”, subsection b. entitled “Excess Insurance”, paragraph (1):

This insurance is excess over:

- (v) Any other insurance naming an additional insured as an insured on a primary basis, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary and noncontributing. The written contract must be currently in effect or become effective during the term of this policy and must be executed prior to the “bodily injury”, “property damage” or “personal and advertising injury.”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – LIABILITY FOR ACTIONS OF NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

**Section II - Who is an Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured but only with respect to your negligent actions, which cause liability to be imposed on such person or organization without fault on the part of said person or organization, caused by "your work" performed for that insured.

All policy exclusions relating to you in the Commercial General Liability Coverage Form, including any exclusions added by endorsement, shall apply to any additional insureds herein.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This endorsement does not apply to any Additional Insureds scheduled on the CG 20 10, CG 20 37, CGL 005 or CGL 021 endorsements, when any of those endorsements are also attached to the Commercial General Liability Coverage Form.



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

MACDONALD, ROBERT
MARINA UTILITIES, INC.
6830 BOTTLEBRUSH LANE
NAPLES FL 34109

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

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.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

STATE OF FLORIDA AC# 6220428
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CFC1427833 07/20/12 128013757
CERTIFIED PLUMBING CONTRACTOR
MACDONALD, ROBERT
MARINA UTILITIES, INC.
IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2014 L12072000787

DETACH HERE

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

AC# 6220428

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12072000787

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 07/20/2012, 128013757, CFC1427833

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

MACDONALD, ROBERT
MARINA UTILITIES, INC.
6830 BOTTLEBRUSH LANE
NAPLES FL 34109

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



## Lee County Tax Collector

2480 Thompson Street  
Fort Myers, Florida 33901  
www.leetc.com Tel: (239) 533-6000

Local Business Tax Account: 1002138

Dear Business Owner:

Your 2012-2013 Lee County Local Business Tax Receipt is attached below. The receipt is non-regulatory and is issued using the information currently on file with our office. It does not signify compliance with zoning, health or other regulatory requirements nor is it an endorsement of work quality.

Annual account renewal notices are mailed in August to the address of record at that time; to ensure delivery of your annual notice, mailing addresses may be updated online at [www.leetc.com](http://www.leetc.com). If there is a change in the business name, ownership, physical location or if the business is being closed, please follow the instructions on the back of this letter to transfer or to close the account.

I hope you have a successful year.

Lee County Tax Collector

Detach and display bottom portion and keep upper portion for your records



### LEE COUNTY LOCAL BUSINESS TAX RECEIPT 2012 - 2013

ACCOUNT NUMBER: 1002138

ACCOUNT EXPIRES SEPTEMBER 30, 2013

**Location**

10951 HARMONY PARK DR  
BONITA SPRINGS FL 34135

MARINA UTILITIES  
MACDONALD ROBERT  
10951 HARMONY PARK DR  
BONITA SPRINGS FL 34135

May engage in the business of:

PLUMBING CONTRACTOR

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

THIS IS NOT A BILL - DO NOT PAY

PAID	018422-302-1	07/25/2012 01:13
	DP500	\$50.00



AC# 6234169

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12073001754

DATE	BATCH NUMBER	LICENSE NBR	
07/30/2012	120044466	EC13004563	Additional Business Qualification

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

MCGONIGLE, W MICHAEL  
MARINA UTILITIES, INC.  
10951 HARMONY PARK DRIVE  
BONITA SPRINGS FL 34135

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW



# Lee County Tax Collector

2480 Thompson Street  
Fort Myers, Florida 33901  
www.leetc.com Tel: (239) 533-6000

Local Business Tax Account: 1303358

Dear Business Owner:

Your 2012-2013 Lee County Local Business Tax Receipt is attached below. The receipt is non-regulatory and is issued using the information currently on file with our office. It does not signify compliance with zoning, health or other regulatory requirements nor is it an endorsement of work quality.

Annual account renewal notices are mailed in August to the address of record at that time; to ensure delivery of your annual notice, mailing addresses may be updated online at [www.leetc.com](http://www.leetc.com). If there is a change in the business name, ownership, physical location or if the business is being closed, please follow the instructions on the back of this letter to transfer or to close the account.

I hope you have a successful year.

Lee County Tax Collector

Detach and display bottom portion and keep upper portion for your records



## LEE COUNTY LOCAL BUSINESS TAX RECEIPT 2012 - 2013

ACCOUNT NUMBER: 1303358

ACCOUNT EXPIRES SEPTEMBER 30, 2013

**Location**

10951 HARMONY PARK DR  
BONITA SPRINGS FL 34135

MATINA UTILITIES INC  
MCGONIGLE MICHAEL W  
10951 HARMONY PARK DR  
BONITA SPRINGS FL 34135

May engage in the business of:  
CERTIFIED ELECTRICAL CONTRACTOR

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

THIS IS NOT A BILL - DO NOT PAY

PAID	329623-3-1	05/15/13 04:40:25
	SAC1	\$25.00