

**BID DOCUMENTS**  
**FOR**  
**Replacement of Tarpon Pier**

CONSISTING OF:

Contract Documents  
Supplementary Conditions  
Additional Supplementary Conditions  
Plans and Specifications  
Geotechnical Report

ITB PROJECT #: 12-030

PREPARED BY:

THE CITY OF KEY WEST  
KEY WEST, FLORIDA

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## INVITATION TO BID

Sealed bids for the City of Key West Replacement of Tarpon Pier, addressed to the City of Key West, will be received at the Office of the City Clerk, City of Key West, 3140 Flagler Ave., Key West Florida, 33040 until **3 p.m. , local time, 19 September** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original, one (1) copy and two (2) CD-ROMS or USB Drives with one single PDF file of the entire bid package on each CD-ROM.** Bid package is to be enclosed in a sealed envelope, clearly marked on the outside **"ITB 12-030: REPLACEMENT OF TARPON PIER"** addressed and delivered to the City Clerk at the address noted above.

The project proposes to demolish the existing wood and concrete Tarpon Pier and replace it with a new floating pier system. Project also includes installation of electrical, potable water, sewer and telephone systems.

Drawings and Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712.

An Optional Site Visit will be held at **10 a.m. on 5 September** at Tarpon Pier

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

**EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.**

**THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.**

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West within 10 days following the Notice of Award:

- A. City of Key West Business Tax License Receipt.

B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact the designated Engineer by the General Services and Utilities Department of the City of Key West.

Birchard Ohlinger, P.E.  
[bohlinger@keywestcity.com](mailto:bohlinger@keywestcity.com)  
305-809-3747

The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

Dated this \_\_\_ day of \_\_\_\_\_ 20\_\_.

CITY OF KEY WEST

By \_\_\_\_\_  
Bogdan Vitas, City Manager

\* \* \* \* \*

STATEMENT OF NO BID #

NOTE: IF YOU DO NOT INTEND TO BID, PLEASE RETURN THIS FORM ONLY

CITY OF KEY WEST  
FINANCE DEPARTMENT  
P.O. BOX 1409  
KEY WEST, FLORIDA 33040  
ATTN: S. SNIDER

We, the undersigned have declined to bid on the above-noted Invitation to Bid for the following reason(s)

- Insufficient time to respond to Invitation to Bid
- Do not offer this product
- Our schedule will not permit us to perform
- Unable to meet specifications
- Specifications unclear (please explain below)
- Remove us from your "Bidder Mailing List"
- Other (Please specify below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if a "No Bid" statement is not returned, our name may be removed from the Bidder's list of the City of Key West.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

#### B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least 6 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of Addenda to the Documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bid, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

#### C. DRAWINGS

Details of construction are bound separately.

### 2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

### 3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the Owner.

Bidders must hold or obtain all licenses or certificates required by federal, state, or local statutes, or regulations in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Engineer, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

Information derived from inspection of topographic maps, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the Site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. LUMP SUM

Bidders shall submit a Bid on lump sum basis as set forth in the Bid Form.

The Lump Sum Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

6. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Bid form must be filled in for all schedules and associated parts, as required, preferably in BLACK ink. All price information shall be clearly shown in figures where required. No changes shall be made in the phraseology of the forms. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any Bid shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

B. DESCRIPTION OF SUPPLIERS

The manufacturer name, trade name, brand name, or catalog number used in the Specifications is for the purpose of describing and establishing equipment that has been presented for this Project. Other equipment will not be accepted.

C. SIGNATURE

The Bidder shall sign his Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

D. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, Ordinances, Permits and Licenses, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in marine construction similar to this project.



Such experience record shall provide at least five current or recent projects of similar work, preferably within Florida or the southeastern United States. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

E. ATTACHMENTS

Bidder shall complete and submit the following forms with this bid:

1. Anti Kickback Affidavit.
2. Public Entity Crimes.
3. Key West Indemnification Form.
4. Domestic Partner Affidavit.

H. ANTI-KICKBACK AFFIDAVIT

The Bidder shall submit a signed and notarized Anti-Kickback Affidavit with Bid on the form provided herein.

G. 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.”

H. KEY WEST INDEMNIFICATION FORM

The Bidder shall submit a signed and the Key West Indemnification Form with Bid on the form provided herein.

I. DOMESTIC PARTNER AFFIDAVIT

The Bidder shall submit a signed and notarized Domestic Partner Affidavit with Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, all state and local sales and use taxes, as required by the laws and statutes of the state and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. LOCAL PREFERENCE

Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local bidder within three working days of the notice of the intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest bid from the lowest non-local bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then the award shall be made to the non-local business.

9. SUBMISSION OF PROPOSALS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith. The Bidder shall submit one (1) original, one (1) copy and **two (2) ELECTRONIC COPIES ON DISC or USB DRIVES WITH A SINGLE PDF FILE OF THE FULL PROPOSAL** and all required bonds, attachments, and forms.

Each Bid must be submitted in two sealed envelope one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

10. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. No Bid may be withdrawn after the time scheduled for opening of Bids, unless the time specified in paragraph Award of Contract of these Instructions to Bidders shall have elapsed.

11. BID SECURITY

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of 5 percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of 60 days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

12. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the Owner will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

13. AWARD OF CONTRACT

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

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

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached, together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the Owner, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to

cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the Owner. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent in state which work is being performed) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the Owner, and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site and with his own organization, labor equivalent to at least 40 percent of the total amount of the work to be performed under this Contract and materials. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the client's advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; PROVIDED prior written approval of such reduction is obtained by the contractor from the Engineer.

Each Bidder must furnish with his Bid a list of the items that he will perform with his own forces and the estimated total cost of these items.

18. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance

with the provisions stated in the General Conditions. The time allowed for the completion of the work authorized is stated in the Bid

**END OF SECTION**

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

**BID FORM (ADDENDUM 3)**

To: The City of Key West  
Address: 3140 Flagler Ave, Key West, Florida 33040  
Project Title: Replacement of Tarpon Pier

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

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

Name: M&J Construction Co of Pinellas Colnc  
Telephone: 727 938 6478

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

## CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the Work under this Contract, the certificates of insurance as specified in these Documents.

## START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

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

## LIQUIDATED DAMAGES

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

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

## ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, 3, 4, 5, 6, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

## SALES AND USE TAXES

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

## PUBLIC ENTITY CRIMES

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





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

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

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

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

13. **AWARD OF CONTRACT**

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

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

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

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

A handwritten signature in black ink, consisting of a large, stylized 'M' and 'J' intertwined, written over a horizontal line.

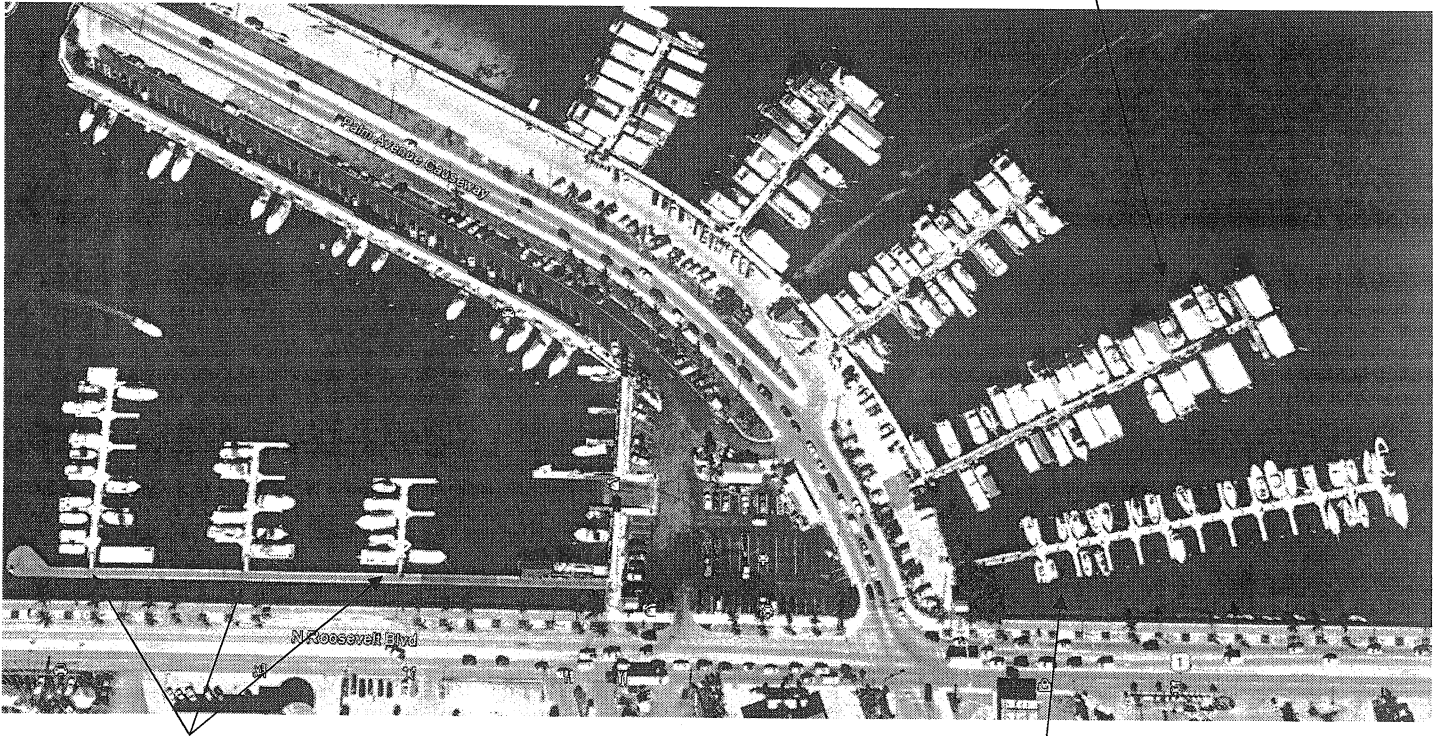
Signature

M&J CONSTRUCTION CO  
OF PINELLAS CO INC

Name Of Business

Attachment 1  
Finger Pier Bracing Replacement Wahoo and Kingfish Piers

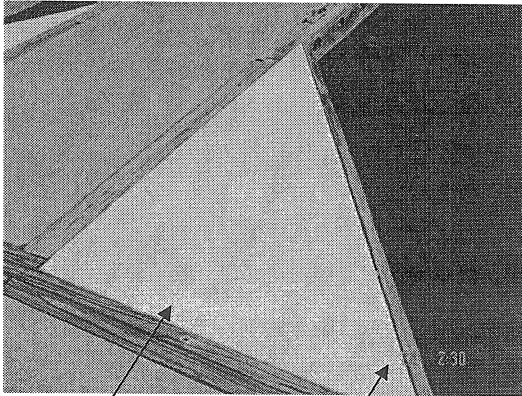
Tarpon Pier



Wahoo Pier: 46 Units

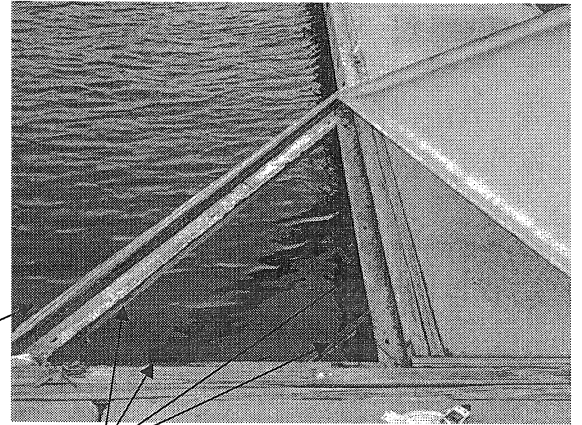
Kingfish Pier: 46 Units

1. Work is to replace the “finger pier” tri frame bracing (4’x6’) at each finger pier. Finger pier bracing shall be of the same material and construction as existing. (HDG: Hot Dipped Galvanized Frame Assembly)
2. Also included in this is the replacement of all 8-0 ½” and 4’-3” thru rods (HDG) and hardware and the wailers locating along the facing. Thru rods shall be of the same material and construction as existing. The fiberglass walking surface shall be removed and reused
3. Work shall be done prior to the demolition (and houseboat relocation) from Tarpon Pier. Work shall be coordinated with the City’s Harbor Master.

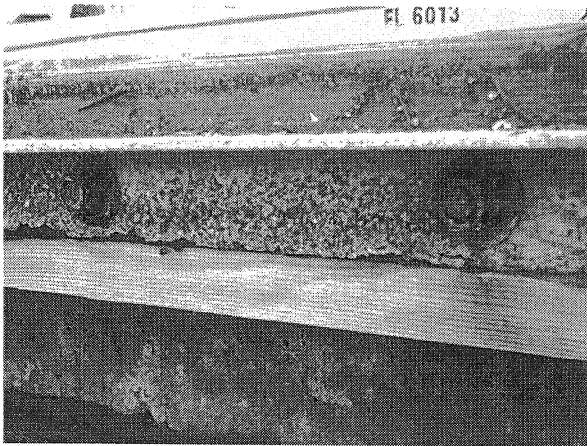


Walking surface  
(Reuse)

Wailer to be replaced



Bracing tri-frame to be replaced (4x  
6' with 4' and 8' thru  
bolts/hardware)



Thru Bolts and hardware (typical for 4' and 8' lengths)



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

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

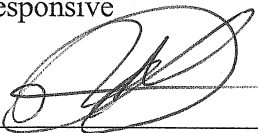
This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

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

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

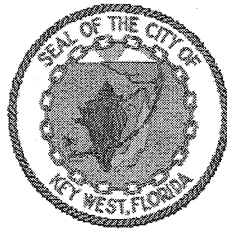
- A. Public Liability Insurance in an amount not less than \$1,000,000 for any one person and not less than \$1,000,000 for any one accident.
- B. Property Damage Insurance in an amount not less than \$200,000.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

  
\_\_\_\_\_  
Signature

*M&J Construction*  
*of Pinellas Co Inc*  
\_\_\_\_\_  
Name Of Business





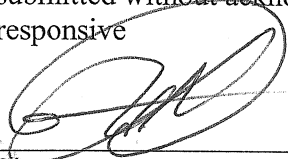
**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 33040

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

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

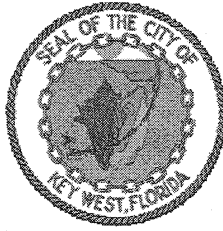
- The Bid Form is replaced with the attached
- Attached is the FDEP Permit: Contractors shall comply with this permit and assist the City with all reporting requirements. (Assisting the City with permit reporting requirements shall also apply to the ACOE and NOAA permits)
- No change to the bid due date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

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

  
\_\_\_\_\_  
Signature

*M&J CONSTRUCTION CO  
OF PINELLAS CO INC.*

\_\_\_\_\_  
Name Of Business



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

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

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

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

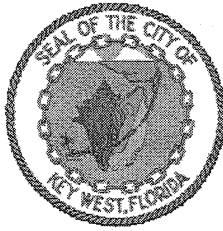
All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

Signature

A handwritten signature in black ink, appearing to be "M&amp;J Construction Co".

M&J Construction Co  
of Pinellas Co Inc  
Name Of Business





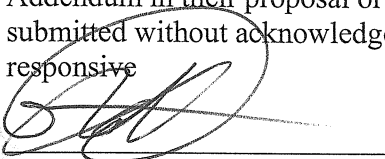
**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 33040

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

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

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

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

  
\_\_\_\_\_  
Signature

*MES CONSTRUCTION CO*  
*of Pinellas CO INC*  
\_\_\_\_\_  
Name Of Business

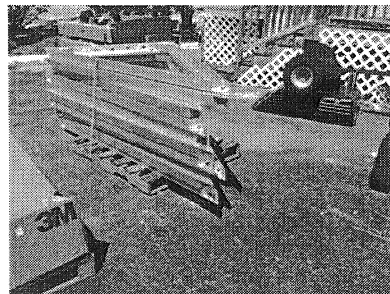
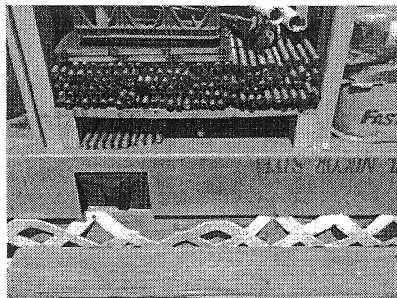


THE CITY OF KEY WEST  
3140 Flagler St,  
Key West, Florida 33040

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

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

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



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

*The contractor shall indemnify and hold harmless the City of Key West, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable*

attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the Contractor's limit of or lack of sufficient insurance protection.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 6 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

  
\_\_\_\_\_  
Signature

METS CONSTRUCTION CO  
OF PINELLAS CO INC  
Name Of Business

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

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

PERMITS:

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

	Item Description	Quantity	Units	Unit Price	Total
<b>Base Bid</b>					
	Mobilization/staging and Demobilization	1	LS	171,600.00	171,600.00
	Dismantle, relocate and temporarily store King Fish Finger Piers	10	ea	5,605.00	56,050.00
	Reassemble Kingfish Finger piers at end of project	10	ea	5,121.20	51,212.00
	Demolition of Existing wood and concrete Tarpon Pier	1	LS	223,492.00	223,492.00
	Furnish and install Main floating access pier (12'w x 40'l)	480	sf	76.70	36,816.00
	Furnish and install Main Floating Pier (10'w by 359'l)	3590	sf	76.70	275,363.00
	Furnish and install Finger Piers at end (4'wx35'l)	280	sf	76.70	21,476.00
	Furnish and install Piles				
	Piles 1-10 (18" dia)	10	ea	11,151.00	111,510.00
	Piles 11-14 (24" dia)	4	ea	34,456.00	137,824.00
	Pile Collars	14	ea	300.90	4,212.60
	Furnish and install Aluminum Access Ramp (5'wx30'l)	1	ea	11,643.06	11,643.06
	Furnish and install accessories (Cleats: Main Pier/Tee)	102	LS	70.80	7,221.60
	Electrical System per HSA Plans and Specifications	1	LS	57,843.00	57,843.00
	Potable Water System per HSA Plans and Specifications	1	LS	52,720.04	52,720.04
	Sewer System per HSA Plans and Specifications	1	LS	57,584.00	57,584.00
	Fire System per HSA Plans and Specifications	1	LS	49,560.00	49,560.00
	As-builts/Product information and Warranty Certificate Binder	1	LS	5,310.00	5,310.00
	IPE Decking for main Pier	4,350	SF	29.50	128,325.00
				<b>Total Base Bid</b>	<b>1,459,752.90</b>
<b>Alternate Bid Item 1 (Finger Piers)</b>					
	Furnish and install Finger Piers (4'wx25'l) 20 total	2,000	sf	53.10	106,200.00
	Remove and dispose of existing outboard Piles (sheet 7/9)	18	ea	354.00	6,372.00
	Piles				
	Deduct cost for Piles 11-14 (24" dia) in base bid	4	ea	11,151.00	44,604.00
	Piles 11-35 (18" dia)	25	ea	9,676.00	241,900.00
	Pile Collars (additional)	21	ea	277.30	5,823.30
	Furnish and install accessories (Cleats: Finger piers)	120	ea	47.20	5,664.00
	IPE Decking for Finger Piers	2,000	sf	29.50	59,000.00
				<b>Sub Total Alternate Bid Item 1 (Finger Piers)</b>	<b>380,355.30</b>
<b>Alternate Bid Item 2 (Work under Addendum 1)</b>					
	Addendum 1 Replacemnet of Bracing Wahoo and Kingfish Piers	92	ea	354.00	32,568.00
				<b>Total Base Bid plus Alternate Bid Item 1 and 2</b>	<b>1,872,676.20</b>
<b>Alternate Bid Item 3 (Composite Decking)</b>					
	Furnish Composite Decking (Main Pier)	4,350	sf	29.50	128,325.00
	Furnish Composite Decking (Finger Piers)	2,000	sf	29.50	59,000.00
				<b>Sub Total Alternate Bid Item 3): Indicaate as an Additive or deductive:</b>	<b>187,325.00</b>
				<b>Total Base Bid plus Alternate Bid Items 1, 2 and 3</b>	<b>2,060,001.90</b>

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

One Million Eight Hundred Forty Thousand Dollars  
(Amount written in words has precedence) One Hundred Eight  
and Twenty Cents

TOTAL :

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

\$ 1,840,108.<sup>90</sup>  
(numerals)

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract:

Marine Products Inc.  
Name

8535 Leo Kidd Ave Port Richey FL 34668  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street City State Zip

**Surety**

International Fidelity Insurance Co whose address is  
1 Newark Center 20<sup>th</sup> FL Newark NJ 07102  
Street City State Zip

**Bidder**

The name of the Bidder submitting this Bid is MEJ Construction Co of  
Pinellas Co Inc doing business at  
8095 Safford Ave Tarpon Springs FL 34689  
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:

Nick Kokkinas \_\_\_\_\_  
James Boutzoukas \_\_\_\_\_  
\_\_\_\_\_

**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 26 day of Sept 2012

(SEAL)

MERT CONSTRUCTION CO OF  
PINELLAS CO INC  
Name of Corporation  
By: [Signature]  
Title: VICE PRES  
Attest: [Signature]  
Secretary

END OF SECTION



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we M & J CONSTRUCTION COMPANY OF PINELLAS COUNTY, INC., 809 S. Safford Ave, Tarpon Springs, FL 34689

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and International Fidelity Insurance Company, One Newark Center Newark, NJ 07102

a corporation duly organized under the laws of the State of NJ as Surety, hereinafter called the Surety, are held and firmly bound unto City of Key West 3140 Flagler Ave Key West, FL 33040

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of One Hundred Three Thousand Dollars (\$103,000.00) For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**Contract ITB 12-030: Demo Existing Wood and Concrete Tarpon Pier and Replace with Floating Pier System**

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of September, 2012

**M & J CONSTRUCTION COMPANY OF PINELLAS COUNTY, INC.**

(Principal)

(Seal)

Nick Kokkinos President

**International Fidelity Insurance Company**

(Surety)

(Seal)

Alvin A. Miller Jr.  
Alvin A. Miller Jr., ATTORNEY-IN-FACT

[Signature]  
(Witness)

Kelly M. Tomko  
(Witness)

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**JAMES M. KLINGENSMITH, MARK A. ZEIDENSTEIN, KEITH A. MILLER, KELLY M. TOMKO,  
SHIRLEY A. DAVIS, ALVIN A. MILLER JR.**

Canfield, OH.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise; and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

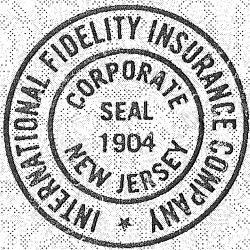
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



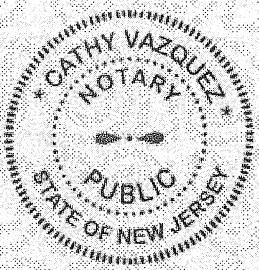
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

**INTERNATIONAL FIDELITY INSURANCE COMPANY**

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March, 27, 2014

### CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this **26th** day of **Sept** 2012.

Assistant Secretary

**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
 ONE NEWARK CENTER, 20<sup>TH</sup> FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2011

ASSETS

Bonds (Amortized Value) . . . . .	\$49,681,081
Common Stocks (Market Value) . . . . .	57,533,888
Mortgage Loans on Real Estate . . . . .	155,200
Cash & Bank Deposits . . . . .	104,817,510
Other Invested Assets . . . . .	398,030
Unpaid Premiums & Assumed Balances . . . . .	10,382,729
Reinsurance Recoverable from Reinsurers . . . . .	1,513,768
Electronic Data Processing Equipment . . . . .	466,371
Investment Income Due and Accrued . . . . .	427,584
Current Federal & Foreign Income Tax Recoverable & Interest Thereon . . . . .	691,915
Net Deferred Tax Assets . . . . .	5,500,000
Health Care (\$ ) and other amounts receivable . . . . .	139,513
Other Assets . . . . .	<u>2,367,412</u>
TOTAL ASSETS . . . . .	<u>\$234,075,001</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses) . . . . .	\$13,364,296
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses (Schedule F, Part 1, Column 6) . . . . .	502,347
Loss Adjustment Expenses . . . . .	4,260,327
Contingent Commissions & Other Similar Charges . . . . .	5,090,164
Other Expenses (Excluding Taxes, Licenses and Fees) . . . . .	3,200,395
Taxes, Licenses & Fees (Excluding Federal Income Tax) . . . . .	953,118
Unearned Premiums . . . . .	36,507,172
Dividends Declared & Unpaid: Policyholders . . . . .	500,000
Ceded Reinsurance Premiums Payable . . . . .	3,809,996
Funds Held by Company under Reinsurance Treaties . . . . .	1,031
Amounts Withheld by Company for Account of Others . . . . .	71,654,569
Provisions for Reinsurance . . . . .	1,043
Payable to Parent, Subsidiaries and Affiliates . . . . .	169,155
Other Liabilities . . . . .	<u>6,975</u>
TOTAL LIABILITIES . . . . .	<u>\$140,020,588</u>
Common Capital Stock . . . . .	\$1,500,000
Gross Paid-in & Contributed Surplus . . . . .	374,600
Surplus Note . . . . .	16,000,000
Unassigned Funds (Surplus) . . . . .	77,044,997
Less: Treasury Stock at cost (19,226 shares common) (value incl. \$45.) . . . . .	<u>865,185</u>
Surplus as Regards Policyholders . . . . .	<u>\$94,054,412</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS . . . . .	<u>\$234,075,000</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2011, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.




IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24<sup>th</sup> day of February, 2012.  
 INTERNATIONAL FIDELITY INSURANCE COMPANY

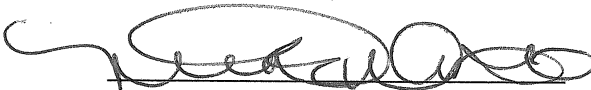
ANTI-KICKBACK AFFIDAVIT

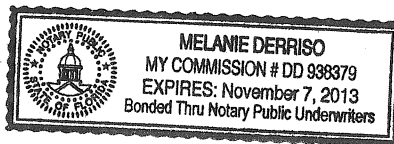
STATE OF FLORIDA )  
                  Pinellas ) : SS  
COUNTY OF ~~MONROE~~ )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:   
Nick Kokkinos Pres.

Sworn and subscribed before me this  
26 day of Sept, 2012

  
NOTARY PUBLIC, State of Florida  
at Large



My Commission Expires: 11.7.13

END OF SECTION

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 City of Key West
2. This sworn statement is submitted by M&J Construction Co of Pinellas Colne  
(name of entity submitting sworn statement)  
whose business address is 809 S Safford Ave Tarpon Springs  
FL 34689 and (if applicable) its Federal Employer  
Identification Number (FEIN) is 592361020  
(If the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement NA)
3. My name is Nick Kokkinos  
(please print name of individual signing)  
and my relationship to the entity named above is President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public 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.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

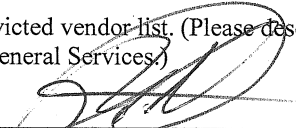
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

  
\_\_\_\_\_  
(signature)  
9.30.12  
\_\_\_\_\_  
(date)

STATE OF FL

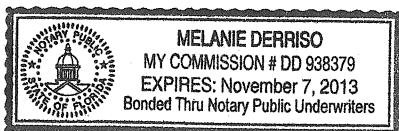
COUNTY OF Pinellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
Nick Kokkinos who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 26 of Sept, 2012

My commission expires: 11-7-13

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



CITY OF KEY WEST INDEMNIFICATION FORM

The contractor shall indemnify and hold harmless the City of Key West, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the Contractor's limit of or lack of sufficient insurance protection.

Contractor Name: MEJ Construction Co SEAL:  
of Pinellas Colnc  
809 S Safford Ave  
Tarpon Springs FL 34689  
Address

  
\_\_\_\_\_  
Authorized Signature

Nick Kokkinos  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title

Date: 9.26.12

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA )  
 )  
 ) : SS  
COUNTY OF Pinellas )

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

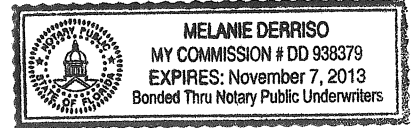
By: 

Sworn and subscribed before me this

26 day of Sept, 2012



NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 11-7-13



**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 as for sub-contracting landscaping contractor, engineering services, and professional surveying.
3. A Business License Tax Application can be found on the City's web site.

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

AUGUST 21, 2012

BUSINESS LICENSE TAX  
RECEIPT/APPLICATION  
00 43 20 - 1

# Business License Tax Application

City of Key West  
City Hall Annex  
PO Box 1409  
Key West, FL 33041

Date Applied \_\_\_\_\_

License # \_\_\_\_\_

Phone 305-809-3955  
Fax 305-809-3978

Business Type: \_\_\_\_\_

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

Business Location: \_\_\_\_\_

Business Owner: \_\_\_\_\_

State Licensed Qualifier (if applicable): \_\_\_\_\_

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

EIN / SS # \_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_  
Applicant name (printed)                      Applicant signature                      Date

State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_, by

\_\_\_\_\_  
Signature of Notary Public                      (stamp or seal).                      Personally known \_\_\_\_  
Produced id \_\_\_\_\_

\_\_\_\_ Sales Tax number 3106 Flagler Ave 292-6735                      City utility acct \_\_\_\_\_

\_\_\_\_ Commercial garbage Waste Mgmt 296-8297

\_\_\_\_ Lease or deed

\_\_\_\_ State License DBPR 850-487-1395 / Dept Ag 305-470-6900

\_\_\_\_ Home occupation application

\_\_\_\_ Fictitious Name registration                      Previous use \_\_\_\_\_

\_\_\_\_ Corporate or LLC registration

\_\_\_\_ Liability / Worker's Comp                      Zoning \_\_\_\_\_

\_\_\_\_ Fire Inspector 292-8179

\_\_\_\_ CO / final inspection on any permits                      Category \_\_\_\_\_ Fee \$ \_\_\_\_\_

\_\_\_\_ Monroe County or local licensing

Licensed in accordance with Chapter 66, Key West Code of Ordinances

\_\_\_\_ Approved                      Denied / Reason \_\_\_\_\_

\_\_\_\_\_  
Licensing Official                      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 \_\_\_\_\_

Phone: \_\_\_\_\_

Current Local Address: \_\_\_\_\_  
(P.O Box numbers may not be used to establish status)

Fax: \_\_\_\_\_

Length of time at this address \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
or has produced \_\_\_\_\_ as identification  
(type of identification)

\_\_\_\_\_  
Signature of Notary

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

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

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

## BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood.
2. All blank spaces in Proposal filled in, using black ink.
3. Total and unit prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Proposal.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.
11. Bid submitted intact with Bid Bonds and affidavits
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Bidder must provide satisfactory documentation of State Licenses
14. Anti-Kickback Affidavit.
15. Public Entity Crimes.
16. Local Vendor Certification.
17. Domestic Partner Affidavit

<b>144</b>	<b>Krause Force Main</b> Protective Coating Contract# 5-C-68 PO# POSS05100390	City of Tampa FL Wastewater Division 306 Jackson St Kevin Frye (813) 274-8833	Contract Amount: \$124,980.00 Awarded 09/01/05 Complete 02/01/06
<b>158</b>	<b>Bahia Honda</b> Monroe County Fin Proj # 250589-3-52-01 Contract # T6123	Florida Dept. of Trans. 1000 NW 111th Ave Miami, FL 33172 Rolando Rodriguez (305) 743-2574	Contract Amount \$9,872,249.63 Awarded 05/01/07 Complete 10/2010
<b>159</b>	<b>Marion County</b> Rehab bridge SR500 (US441) over NW 8th Ave & SCLRR Fin Proj # 42131815201 Contract # T5199	Florida Dept. of Trans. 605 Suwannee St. Tallahassee, FL 32399 Hubert Severance (386) 566-2139	Contract Amount \$1,207,837.86 Awarded 07/01/07 Complete 01/01/08
<b>160</b>	<b>Volusia County</b> Rehab / paint bridge SR44 over Indian River Fin Proj # 41777715201 Contract # T5203	Florida Dept. of Trans. 605 Suwannee St. Tallahassee, FL 32399 Tim Grimm (386) 663-5368	Contract Amount \$1,268,092.00 Awarded 08/01/07 Complete 02/01/08
<b>161</b>	<b>Blue Ridge Parkway</b> Clean & paint bridge Contract # DTFH71-07-C-00038 PRA-BLRI2A14	USDOT E Federal HWY Admin 112 Industrial Park Dr Sevierville, TN 37862 Emit Melton	Contract Amount \$486,761.56 Awarded 09/01/07 Complete 06/05/08
<b>162</b>	<b>I275 &amp; 54th Ave N Repairs</b> Emergency repairs Contract # 150096 Financial Proj # 4125t	ICA (Infrastructure Corp of America) 1719 Apex Road Unit B Sarasota, FL 34240 David Novakoski	Contract Amount \$132,943.98 Awarded 03/01/08 Complete 04/01/08
<b>163</b>	<b>Ringling Causeway</b> Fin Proj # 197942-2-5; Contract # E1G63	Florida Dept of Transportation 801 North Broadway Ave Bartow, FL 33830 Jose Garcia or James Jacobson (813) 289-5300	Contract Amount \$619,506.95 Awarded 03/01/08 Complete 10/08
<b>164</b>	<b>Scour Countermeasures</b> Collier/Sarasota County Financial Proj # 1980t Contract # E1G49	Florida Dept of Transportation 801 North Broadway Ave Bartow, FL 33830 James Young (863) 519-2590	Contract Amount \$292,058.98 Awarded 03/01/08 Complete 01/09
<b>165</b>	<b>Broward County</b> Repair/rehab bridge I595/I75 connector ramp Financial Proj # 4118 Contract # E4J86	Florida Dept of Transportation 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 (954) 486-1400	Contract Amount \$3,170,397.69 Awarded 04/01/08 Complete 12/01/09

**166**  
**American Bridge**  
 Clearwater Beach W.Spur Connector  
 City Proj. No.: 99-008  
 Subcontract# 475710-

American Bridge Company  
 5430 West Tyson Avenue  
 Tampa, FL 33611  
 (813) 254.4127

Contract Amount  
 \$18,220.16  
 Awarded 05/01/08  
 Complete 08/01/08

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**167**  
**Clearwater Pedestrian Bridge**  
 Refurbishment & Painting  
 Proj# 07-0024-EN

City of Clearwater  
 Municipal Services Bldg  
 100 South Myrtle Ave, St#220  
 Clearwater, FL 33756  
 (727) 562.4750

Contract Amount  
 \$149,820.00  
 Awarded 06/01/08  
 Complete 07/08/08

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**168**  
**Orange County**  
 Kirkman Rd over I4 Bridge Painting  
 Financial Project # 41152615201  
 Contract # E5L84

Florida Dept of Transportation  
 719 Woodland Blvd  
 DeLand, FL 32720  
 Kara Adams  
 (407) 482-7818

Contract Amount  
 \$149,990.00  
 Awarded 06/08  
 Complete 10/08

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**170**  
**Volusia County**  
 New Smyrna North Bridge  
 Project # 422903-1-52

Florida Dept of Transportation  
 915 South Clyde Morris Blvd  
 Daytona Beach, FL 32114  
 Tim Grimm  
 (386) 943-5769

Contract Amount  
 \$736,788.10  
 Awarded 10/27/08  
 Complete 11/01/09

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**172**  
**Skyway Bridge**  
 Lightning Protection  
 Project # 419150-1-52-01

Florida Dept of Transportation  
 11201 N McKinley Dr  
 Tampa, FL 33612  
 John Ellis  
 (813) 975-6467

Contract Amount  
 \$505,748.72  
 Awarded 01/09/09  
 Complete 07/01/09

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**173**  
**US1 ATMS Exp Joints SW 17th Ave - Sw 1**  
 Expansion Joints  
 Contract # DTFH71-07-C-00038

Atlas Traffic Management  
 2801 SW 46th St  
 Davie, FL 33314  
 (954) 587-1700

Contract Amount  
 \$4,600.00  
 Awarded 01/09  
 Complete 01/09

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**174**  
**Br# 860512**  
 Emergency Repairs

DBI  
 100 N. Conahan Dr.  
 Hazelton, PA 18201

Contract Amount  
 \$26,570.00  
 Awarded 02/09  
 Complete 02/09

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**175**  
**Cleaning & painting of I-75 Bridges**  
 Covington to Lexington  
 Contract# 092911

Kentucky Transportation Cabinet  
 200 Mero Street  
 Frankfort, KY 40601  
 (502) 564-3500

Contract Amount  
 \$7,346,082.35  
 Awarded 05/05/09  
 Complete 10/2010

<b>177</b>			
<b>Improvements to Bridge on 23<sup>rd</sup> St over Collins Canal</b>	Miami Dade County Public Works Dept.		Contract Amount \$309,521.05
Contract # CICC 7360-0/08	111 NW 1st St., 16 Floor	Awarded	12/01/09
	Miami, FL 33128	Complete	09/2010
<b>178</b>			
<b>D/W Bridge Rehab/Repair</b>	Florida Dept of Transportation		Contract Amount
Project # 413818-1-52-01	801 North Broadway Ave.		\$2,347,943.54
	Bartow, FL 33831	Awarded	11/24/09
	(941) 519-2598	Complete	10/2010
<b>179</b>			
<b>I4 Bridge repairs in Osceola</b>	Florida Dept of Transportation		Contract Amount
Contract # T5359	605 Suwannee St		\$1,678,458.62
Project # 42385015201	Tallahassee, FL 32399	Awarded	03/23/10
	Armando Perez (Cardno TBE)	Complete	01/01/11
	(407) 482-8344		
<b>180</b>			
<b>Gulf County bridge painting</b>	Florida Dept of Transportation		Contract Amount
Contract # E3H98	1074 Highway 90		\$414,343.61
Project # 42358215201	Chipley, FL 32428	Awarded	04/09/10
	Sara Perkins	Complete	09/1/2010
	(850) 596-5264		
<b>181</b>			
<b>Scour Protection Hillsborough &amp; Pinellas</b>	Florida Dept of Transportation		Contract Amount
Contract # E7F83	11201 N McKinley Drive		\$1,102,061.98
Project # 41915115201	Tampa, FL 33612	Awarded	04/09/10
	Mark Knapp (Jacobs)	Complete	10/1/2010
	(813) 615-4577		
<b>182</b>			
<b>SR112 Bridge painting &amp; repair</b>	Florida Dept of Transportation		Contract Amount
Contract # E6F32	1000 NW 111th Ave		\$1,859,121.00
Project # 41841415201	Miami, FL 33172	Awarded	04/15/10
	John Bolton (Bolton Perez & Assc)	Complete	06/12/11
	(305) 654-7017		
<b>183</b>			
<b>Skyway Piers Transition Repairs</b>	Florida Dept of Transportation		Contract Amount
Contract # E7F97	11201 N McKinley Drive		\$3,457,957.20
Project# 41915215201	Tampa, FL 33612	Awarded	05/14/10
	Mark Knapp (Jacobs)	Complete	
	(813) 615-4577		
<b>184</b>			
<b>Goodland Bridge Scour Remediation</b>	Collier County		Contract Amount
Contract # 105454	2885 Horseshoe Drive		\$751,626.86
	Naples, FL 34104	Awarded	07/02/10
	Jim Bernard (Cardno TBE)	Complete	10/2010
	(727) 431-1673		

**185**  
**Burrell Lock Grouting**  
 Contract# 26586

St. John Water Management District  
 19561-B SE Highway 42  
 Umatilla, FL 32784  
 Steve Turrentine  
 (352) 427-0919

Contract Amount  
 \$42,034.00

Awarded 06/25/10  
 Complete 07/01/10

**186**  
**Red River Bridge**  
 Contract # 023-01-0065

Louisiana Dept of Trans (DOTD)  
 2918 N Bolton Ave  
 Alexandria LA 71301  
 (318) 715-3824  
 Michael Deseel

Contract Amount  
 \$684,876.13

Awarded 10/06/10  
 Complete 12/01/10

**187**  
**Platt Street Bridge**  
 Contract# 405710-007

American Bridge Company  
 5430 W. Tyson Ave  
 Tampa, Fl 33611  
 Matt Boos  
 813-254-4127

Contract Amount  
 \$1,325,000.00

Awarded 12/15/10  
 Complete

**188**  
**George Crady Bridge**  
 Contract# BDC18-10/11

Fl Dept of Environmental Protection  
 3900 Commonwealth Blvd  
 Tallahassee Fl 32399  
 Michael W. Foster, Jr.  
 850-488-5372

Contract Amount  
 \$582,266.00

Awarded 01/17/11  
 Complete 05/27/11

**189**  
**Volusia Co**  
 Contract# T5377  
 Fin Proj # 4.24E+10

Florida Dept of Trans - Central  
 915 S Clyde Morris Blvd  
 Daytona Bch FL 32114  
 Tim Grimm  
 386-943-5769

Contract Amount  
 \$1,837,094.03

Awarded 03/15/11  
 Complete 09/16/11

**190**  
**Palm Bch Bridges**  
 Contract # E4L89  
 Fin Proj # 4.26E+10

Florida Dept of Trans - Dist 4  
 3400 Commercial Blvd  
 Ft Lauderdale FL 33309  
 Brian Odonaghue  
 954-777-4620

Contract Amount  
 \$999,891.78

Awarded 04/18/11  
 Complete 08/21/11

**191**  
**City of Clearwater**  
 PO# ST107492

City of Clearwater  
 100 S Myrtle Ave  
 Clearwater FL 33756  
 Vernonica Josef  
 727-562-4630

Contract Amount  
 \$ 30,700.00

Awarded 04/27/11  
 Complete 06/13/11

**192**  
**I75 Immokalee Rd**  
 Proj # DO90401500

ICA  
 1751 Apex Rd  
 Sarasota FL 34240  
 David Novakoski  
 941-341-9300

Contract Amount  
 \$ 188,702.76

Awarded 06/07/11  
 Complete 07/11/11

**193**  
**SR-8(I-10) over Black Water River**  
 FDOT E3J41  
 Project# 42359115201

Fl Dept of Transportation  
 1074 Hwy 90  
 Chipley Fl 32428

Contract Amount  
 \$ 1,490,271.00

Awarded 07/20/11  
 Complete

**194**  
**Repaint RR Bridge Houston Cty Ga**

Houston County Public Works  
 2018 Kings Chapel Road  
 Perry, GA 31069

Contract Amount  
 \$ 155,000.00

Awarded 07/28/11  
 Complete 08/30/11



---

195

**SR968 Miami River Bridge**

Bridge Painting

Contract #E6H12

Project #424246-1-52-01

FDOT

1000 NW111th Ave

Miami, FL 33172

Contract Amount

\$3,810,964.08

Awarded

11/01/11

Complete

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STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

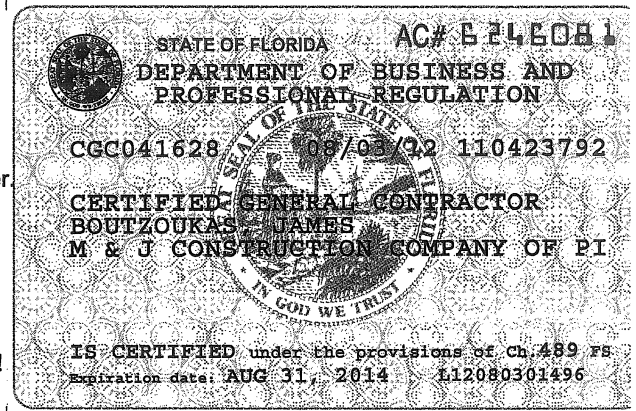
(850) 487-1395

BOUTZOUKAS, JAMES  
M & J CONSTRUCTION COMPANY OF PINELLAS COUNTY INC  
809 S SAFFORD AVE  
TARPON SPRINGS FL 34689

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!



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AC# 6246081

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12080301496

DATE	BATCH NUMBER	LICENSE NBR
08/03/2012	110423792	CGC041628

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



BOUTZOUKAS, JAMES  
M & J CONSTRUCTION COMPANY OF PINELLAS COUNTY INC  
PINELLAS COUNTY INC  
809 S SAFFORD AVE  
TARPON SPGS FL 34689

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

# *State of Florida*

## *Department of State*

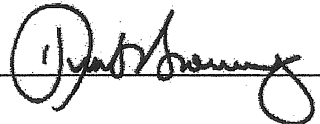
I certify from the records of this office that M & J CONSTRUCTION COMPANY OF PINELLAS COUNTY, INC. is a corporation organized under the laws of the State of Florida, filed on December 27, 1983, effective December 22, 1983.

The document number of this corporation is G78973.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on January 4, 2012, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the Sixth  
day of January, 2012*



*Secretary of State*



Authentication ID: 900215960529-010612-G78973

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



M & J Construction Company

of

Tarpon Springs, FL

has met or exceeded the requirements set forth in the  
SSPC Painting Contractor Certification Program for

**INDUSTRIAL HAZARDOUS  
PAINT REMOVAL  
SSPC-QP2**

"A"

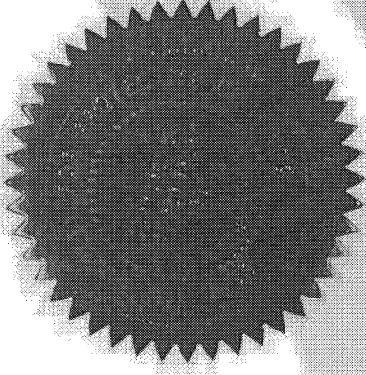
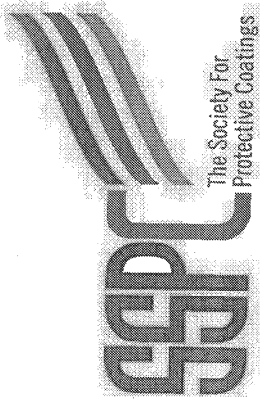
Category

March 31, 2012 – March 31, 2013

Validation Period

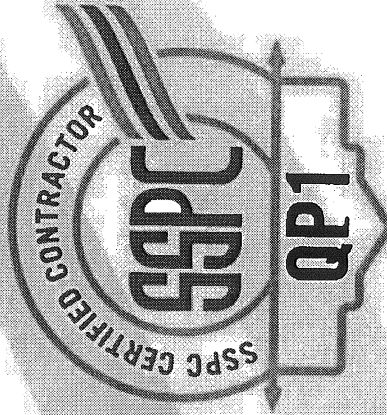
*R. P. McNamee*  
President, SSPC





# M & J Construction Company *of*

## Tarpon Springs, FL



*has met or exceeded the requirements set forth in the  
SSPC Painting Contractor Certification Program for*

### FIELD APPLICATION OF COATINGS COMPLEX STRUCTURES SSPC-QP1

*[Signature]*  
.....  
President, SSPC

.....  
March 31, 2012 – March 31, 2013  
Validation Period

Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.



RECEIVED MAY 18 2012

## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

May 14, 2012

M & J CONSTRUCTION COMPANY OF PINELLAS COUNTY, INC.  
809 SOUTH SAFFORD AVE  
TARPON SPRINGS FL 34689

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2013. However, the new application is due 4/30/2013.

**In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements.** Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

**Your company's maximum capacity rating has been established.** To access it, please log into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**

BASCULE BRIDGE REHABILITATION, BRIDGE PAINTING, CATHODIC PROTECTION, MINOR BRIDGES, R&R INTERMEDIATE BRIDGES, R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, R&R MAJOR BRIDGE - MULTI-LEVEL ROADWAY, R&R MAJOR BRIDGE- CURVED STEEL GIRDERS, R&R MINOR BRIDGES

**FDOT APPROVED SPECIALITY CLASSES OF WORK:**

BRIDGE JOINT REHABILITATION, PILE JACKET REPAIR, RIP RAP, GROUT INJECTION, BRIDGE SURFACE-SEALING TREATMENT, BRIDGE BEAM REPAIR (STEEL OR CONCRETE), MARINE LOCK REPAIR (TIMBER & STRUCTURAL STEEL REPAIR/REPLACEMENT), POST TENSION REPAIR, BASCULE BRIDGE LOCKING MECHANISM, BEARING ASSEMBLY/BRIDGE JACKING CONCRETE REHABILITATION (SPALL REPAIR), AND FENDER SYSTEM.

M & J CONSTRUCTION COMPANY OF PINELLAS COUNTY, INC.  
May 14, 2012  
Page two

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: BRIDGE DECK OVERLAYS, R&R MAJOR BRIDGE - CABLE STAYED CONSTRUCTION.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,



Juanita Moore, Manager  
Contracts Administration Office

JM:cj

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NOTICE OF ADMINISTRATIVE HEARING RIGHTS**

225-020-01  
GENERAL COUNSEL  
3/22/2012

This is to inform you that you have the right to challenge the action of the Department of Transportation ("Department") described in the attached notice. If you wish to challenge the Department's action, you may request an administrative hearing under Sections 120.569 and 120.57, Florida Statutes. An administrative hearing is similar to a trial and is held before an Administrative Law Judge. You must deliver your request by 5:00 p.m. no later than 10 days after you received the notice and Notice of Administrative Hearing Rights to:

Clerk of Agency Proceedings  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, MS 58  
Tallahassee, Florida 32399-0458  
Facsimile: (850) 414-5264

If you disagree with the facts stated in the notice, you may request a formal administrative hearing under Section 120.57(1), Florida Statutes. At a formal hearing, you may call witnesses, admit documents into evidence, present arguments on all issues involved, and question witnesses called by the Department or object to the Department's evidence.

If you agree with the facts stated in the notice, you may request an informal administrative hearing under Section 120.57(2), Florida Statutes. At an informal hearing, you may present your argument or a written statement for consideration by the Department.

Your request for an administrative hearing must meet the requirements of Rule 28-106.201 or Rule 28-106.301, Florida Administrative Code, depending on whether you request a formal or informal hearing. If you request a hearing to challenge the Department's action, your written request must be legible and prepared on 8 ½ by 11 inch white paper and contain all of the following:

1. Your name, address, telephone number, and email address and the name, address, and telephone number of your representative if you have one. You may be represented by a lawyer or a non-lawyer or you may represent yourself.
2. The Department's file number or identification number, if known (including a copy of the notice would be sufficient);
3. When and how you received the notice;
4. An explanation of how your rights or interests will be affected by the Department's action described in the notice;
5. All of the facts in the notice with which you disagree. If you do not disagree with any of the facts stated in the notice, you must say so;
6. The facts you believe justify a change to the Department's action;
7. The rules or statutes you believe justify a change to the Department's action;
8. An explanation of how the facts relate to those rules and statutes on which you are relying;  
and
9. The relief you request and the action you wish the Department to take or refrain from taking.

The Department will dismiss your request for an administrative hearing if it does not meet these requirements. If you have not submitted your request to the Clerk of Agency Proceedings by the deadline above, your request will be denied, you will not be entitled to a hearing, and the Department's action will be final.

If you timely request a hearing, mediation, where you and the Department try to resolve the matter by agreement without a hearing, may be available. If no agreement is reached through mediation, you will have the same right to a hearing if one has been requested.

If you have any questions, comments, or concerns about requesting a hearing, you may contact the Clerk of Agency Proceedings at (850) 414-5383.