

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

BID

To: The City of Key West  
Address: 525 Angela Street, Key West, Florida 33040  
Project Title: KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT  
Project: IB #10-004

**BIDDER'S INFORMATION**

Name: Upper Keys Marine Construction, Inc.  
Address: P.O. Box 2790  
Key Largo, FL 33037  
Contact Name: David L DeBrule  
Email: buildit@upperkeysmarine.com  
Telephone: 305-853-2644  
Fax: 305-853-2645

**Signature:**  **Date:** June 22, 2010

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

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

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

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

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

#### **CERTIFICATES OF INSURANCE**

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

#### **START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

#### **LIQUIDATED DAMAGES**

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

#### **ADDENDA**

The Bidder hereby acknowledges that he has received Addenda No's. 1 and 2  
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued



**THE CITY OF KEY WEST**

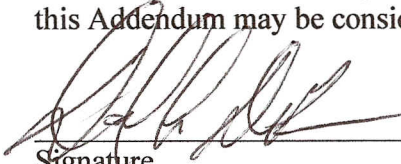
Key West Bight  
201 William Street  
Key West, FL 33040


**ADDENDUM 1: IB #: 10-004**  
**KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT:**  
**June 7, 2010**

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 hereby addended in accordance with the following items:

1. The IB incorrectly identified the Composite Decking as 5/4"x 6" Timbertech Grey (shall match existing composite decking on D-dock) or equivalent. It should have stated 2"x 6" Timbertech DockSider Plank Grey (shall match existing composite decking on D-dock) or equivalent.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business



**THE CITY OF KEY WEST**

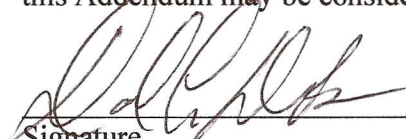
Key West Bight  
201 William Street  
Key West, FL 33040

**ADDENDUM 2: IB #: 10-004**  
**KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT:**  
**June 16, 2010**

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 hereby addended in accordance with the following items:

1. The IB incorrectly stated in Section 4, Page 9 that Performance and Payment Bonds are not required as part of this contract. This is incorrect. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
\_\_\_\_\_  
Signature

*Upper Keys Marine Constr.*  
\_\_\_\_\_  
Name of Business

are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

### **SALES AND USE TAXES**

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid prices for the work.

### **PUBLIC ENTITY CRIMES**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

### **LUMP SUM BASE BID**

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on total Bid amount. Final lump sum payments will be adjusted based on actual units and unit prices.

## BID FORM

### III #10-004: KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT

#### LUMP SUM BID PRICE

\$ 472,460.00

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#### Bid Total in Words

Four hundred seventy two thousand four hundred sixty dollars and xx/100

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#### **BID BREAKDOWN**

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

The Schedule of Values (unit prices) shall include at a minimum of the following:

Item #	Description	Qty	Units	Unit Price	Total
1	Mobilization/Demobilization	1	each	\$33,600.00	\$ 33,600.00
2	Cost for removal and disposal of old wood decking	30,000	Sq. ft.	\$ 2.10	\$ 63,000.00
3	Composite Material Only	18,000	Sq. ft.	\$ 7.42	\$ 133,560.00
4	Composite Material Installation Labor Only	18,000	Sq. ft.	\$ 6.00	\$ 108,000.00
5	Wood Material Only	12,000	Sq. ft.	\$ 3.04	\$ 36,480.00
6	Wood Material Installation Labor Only	12,000	Sq. ft.	\$ 6.00	\$ 72,000.00
7	Remove/Install Pedestals	40	each	\$ 95.00	\$ 3,800.00

8	Remove/Install Light Posts	12	each	\$ 75.00	\$ 900.00
9	Remove/Install Transformers	15	each	\$ 170.00	\$ 2,550.00
10	Remove/Install Fire Hose Cabinets	10	each	\$ 75.00	\$ 750.00
11	Remove/Install Gas Pumps	4	each	\$ 495.00	\$ 1,980.00
12	Remove/Install Gas Hose Reels	8	each	\$ 25.00	\$ 200.00
13	Remove/Install Sewer Pumps	2	each	\$ 75.00	\$ 150.00
14	Remove/Install Cable Boxes	4	each	\$ 35.00	\$ 140.00
15	Removal/Install/Replacement of other items (ladders, hose bibs, etc)	1	each	\$ 350.00	\$ 350.00
16	Contingency	1	each	\$15,000	\$15,000
<b>TOTAL</b>					<b>\$ 472,460.00</b>

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

**ALTERNATE PRICING IF ONLY COMPOSITE MATERIAL IS USED**

Item #	Description	Qty	Units	Unit Price	Total
3a	Composite Material Only Harborwalk and Piers	30,000	Sq. ft.	\$ 7.42	\$ 222,600.00
4a	Composite Material Installation Labor Only Harborwalk and Piers	30,000	Sq. ft.	\$ 6.00	\$ 180,000.00

**ALTERNATE STRINGER REPLACEMENT**

Item #	Description	Qty	Units	Unit Price	Total
17	2X6 Pressure Treated Wood-material and labor	400	Linear ft.	\$ 15.00	\$ 6,000.00

SUBCONTRACTORS

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

Portion of Work: Removal/Install Pedestals, Removal/Install Light Posts, Removal/Install Transformers

Name: WireNuts Electric

Address: 237 LaPaloma Rd. Key Largo, FL 33037

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

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

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

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

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

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

BIDDER

The name of the Bidder submitting this Bid is: Upper Keys Marine Construction, Inc.

Doing business at P.O. Box 2790

City Key Largo State FL Zip 33037

Telephone No. 305-853-2644

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

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

Name	Title
<u>David L DeBrule</u>	<u>President</u>
<u>Johnny E DeBrule</u>	<u>V.P</u>
_____	_____

**If Corporation**

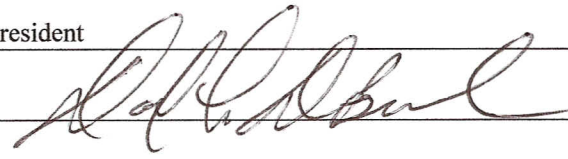
IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 22 day of June, 2010.

(SEAL)

Name of Corporation: Upper Keys Marine Construction, Inc

By: David L DeBrule

Title: President

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

Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Title \_\_\_\_\_



demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 23 day of, June 2010.

Upper Keys Marine Construction, Inc.

**PRINCIPAL**

By 

Merchants Bonding Company (Mutual)

**SURETY**

**Attorney-In-Fact**

Randall K. Moon Jr.

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That MERCHANTS BONDING COMPANY (MUTUAL) is a corporation duly organized under the laws of the State of Iowa, and that NATIONS BONDING COMPANY is a corporation duly organized under the laws of the State of Texas (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint:

**Randall K. Moon Jr.**

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following surety bond:

Surety Bond #: Bid Bond  
Principal: Upper Keys Marine Construction, Inc.  
Obligee: City of Key West

and to bind the Companies thereby as fully and to the same extent as if such bond undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following bylaws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on November 16, 2002 and adopted by the Board of Directors of Nations Bonding Company on April 19, 2003.

"The Chairman of the Board or President or any Vice President or Secretary shall have power and authority 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, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of February, 2009



MERCHANTS BONDING COMPANY (MUTUAL)  
NATIONS BONDING COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 26th day of February, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY; and that the seals affixed to the foregoing instrument are the corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 23rd day of June, 2010.



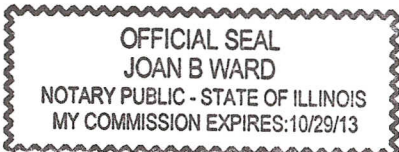
*William Warner Jr.*  
Secretary

STATE OF IL

COUNTY OF Dupage

I, Joan B. Ward Notary Public of Dupage County,  
 in the State of IL, do hereby certify that Randall K. Moon Jr.  
 Attorney-in-Fact, of the Merchants Bonding Company (Mutual)  
 who is personally known to me to be the same person whose name is  
 subscribed to the foregoing instrument, appeared before me this day in person, and  
 acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
Merchants Bonding Company (Mutual)  
 for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Itasca  
 in said County, this 23rd day of June A.D., 2010



Joan B. Ward  
 Notary Public Joan B. Ward  
 My Commission expires: October 29, 2013

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

**PROJECT III #10-004: KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT**

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

1. This sworn statement is submitted with Bid, Bid or Contract No. IB NO: 10-004 for KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT
  
2. This sworn statement is submitted by Upper Keys Marine Construction, Inc  
(Name of entity submitting sworn statement)  
  
whose business address is P.O. Box 2790 (97674 Overseas Hwy)  
Key Largo, FL 33037 and (if applicable) its Federal  
Employer Identification Number (FEIN) is 59-2324574 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
  
3. My name is David L DeBrule and my relationship to  
(Please print name of individual signing)  
  
the entity named above is President
  
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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 t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

*David L DeBrule*  
(Signature)  
June 22, 2010  
(Date)

STATE OF Florida

COUNTY OF Monroe

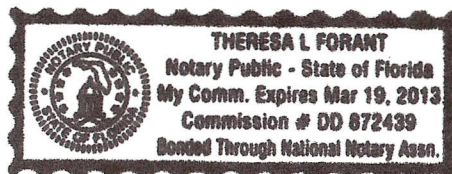
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 22 day of June, 2010.

My commission expires:

*Theresa Forant*  
NOTARY PUBLIC





**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.

xx Not a local vendor pursuant to Ordinance 09-22 Section 2-798  
Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

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

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

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

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

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

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

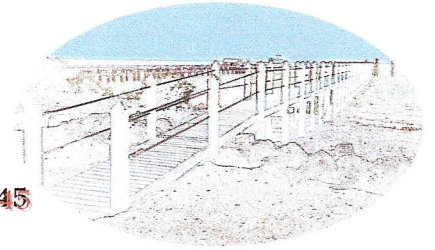
Return Completed form with  
Supporting documents to:  
City of Key West Purchasing

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

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

# Upper Keys Marine Construction, Inc

P.O. Box 2790 • Key Largo FL 33037 • (305)853-2644 • FAX (305)853-2645



## Past Project History

### **Ocean Key House, Key West; Noble House Hotels**

Contact: Jamie Colee 425-827-8737  
Project Date: 01/11/08-02/06/08  
Description: Replacement of decking and substructure on existing pilings

### **Banana Bay Resort, Marathon; Marathon Harbor**

Contact: Steve Elferdink 239-289-6536  
Project Date: 06/13/08-10/28/08  
Description: Marina reconstruction; approximately 11,000 sq ft of Ipe/Hardwood decking, associated substructure and pilings.

### **Florida Fish and Wildlife, Marathon**

Contact: John Hunt 305-289-2330  
Project Date: 03/13/09-06/01/09  
Description: Replacement of decking and substructure on existing pilings

### **Everglades National Park, Flamingo; Whitewater**

Contact: Mike Savage 305-242-7700  
Project Date: 07/10/09-09/03/09  
Description: Marina refurbishment, 2 main piers rebuilt with composite decking, P.T. substructure and wood pilings.

### **Bill Korth; Key Largo**

Contact: Bill Korth 305-778-4888  
Project Date: 03/05/10-05/05/10  
Description: Demo of existing concrete structure and replace with composite decking, P.T. substructure and wood pilings.

### **Lion's Lair Homeowners Association; Grassy Key**

Contact: Guy Wilkerson 609-517-5118  
Project Date: 03/12/10-04/23/10  
Description: Marina refurbishment; finger piers with composite decking, P.T. substructure and wood pilings.

### **Boy Scouts of America; Florida Sea Base, Islamorada**

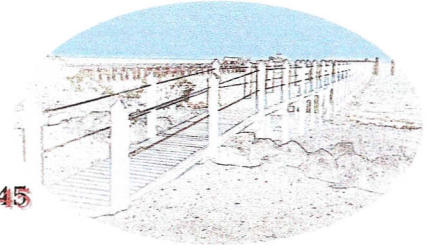
Contact: Keith Douglas 305-664-5613  
Project Date: 04/23/10-05/07/10  
Description: Refurbishment of main pier, approximately 3,500 sq ft with composite decking.

• Reputation for Excellence. Family owned and operated since 1970 •

• FL State Certified General Contractors CGC1512543 •

# Upper Keys Marine Construction, Inc

P.O. Box 2790 • Key Largo FL 33037 • (305)853-2644 • FAX (305)853-2645



June 22, 2010

City of Key West  
City Clerk  
525 Angela Street  
Key West, FL 33040

RE: Key West Bight Harbor Walk/Dock Board Replacement

To Whom It May Concern;

As of June 22, 2010 there are no previous or existing legal actions against the Upper Keys Marine Construction, Inc within the past three (3) years.

Sincerely,  
UPPER KEYS MARINE CONSTRUCTION, INC

A handwritten signature in black ink, appearing to read "David L. DeBrule". The signature is fluid and cursive, written over the printed name.

David L. DeBrule  
President

DLD:dmd