

## Licensee Details

### Licensee Information

Name: **DWOSKIN, BLAKE D (Primary Name)**  
**CAYO, LLC (DBA Name)**

Main Address: **7135 QUAIL FIELD DRIVE**  
**HOUSTON Texas 77095**

County: **UNKNOWN**

License Mailing:

LicenseLocation:

### License Information

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1513232**

Status: **Current,Active**

Licensure Date: **03/23/2007**

Expires: **08/31/2012**

**Special Qualifications**      **Qualification Effective**  
**Construction Business**      **03/23/2007**

### [View Related License Information](#)

### [View License Complaint](#)

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**Contact Us** :: **[1940 North Monroe Street, Tallahassee FL 32399](#)** :: **[Call.Center@dbpr.state.fl.us](mailto:Call.Center@dbpr.state.fl.us)** :: Customer Contact Center:  
850.487.1395

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

**BID FORM**

To: The City of Key West

Address: 3140 Flagler Ave, Key West, Florida 33040

Project Title: REPAIRS TO BULKHEAD 497 US NAVY MOLE

City of Key West Project No.: ITB NUMBER 12-007

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

Name: Alan Watson

Telephone: (972) 869-4000 Ext. 223

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

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

**CONTRACT EXECUTION AND BONDS**

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

## CERTIFICATES OF INSURANCE

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

## START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 270 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 270 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 preceding 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 \$400 per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$400 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

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, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

## SALES AND USE TAXES

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

## PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods

or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

#### 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.

#### DEWATERING PERMIT

Bidder further acknowledges that they maybe required to obtain a dewatering permit as required by the South Florida Water Management District (SFWMD). Bidder acknowledges that the City will pay the actual costs of the permit(s) as charged by the South Florida Water Management District. The contractor shall estimate his cost in assembling the permit application and submit it in the bid.

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

**LUMP SUM BID PRICE (Contractor shall verify quantities)**

Item Description	Quantity	Unit	Unit Price	Cost
Permits (actual Costs to be paid by the City)				
Dewatering Permit SFWMD Allowance	1	EA	\$3,000.00	\$3,000.00
Substructure				
Encasement (concrete cap)	505	CY	\$998.00	\$503,990.00
Demolition of Encasement	50	CY	\$750.00	\$37,500.00
Rebar	28,000	LB	\$3.20	\$89,600.00
Install dowels	1,711	EA	\$28.00	\$47,908.00
Coating	40,000	SF	\$3.50	\$140,000.00
Install steel sheet pile	13,169	SF	\$47.00	\$618,943.00
Sheet pile shoes	187	EA	\$150.00	\$28,050.00
Rock Anchor Wale	376	LF	\$780.00	\$293,280.00
Drill through existing steel sheet pile	31	EA	\$900.00	\$27,900.00
Install rock Anchors	31	EA	\$20,500.00	\$635,500.00
Install Flowable Fill Material	660	CY	\$250.00	\$165,000.00
Superstructure				
Replace Frames and Covers	4	EA	\$15,000.00	\$60,000.00
Deck Components				
Install Concrete Apron	92	CY	\$660.00	\$60,720.00
Install Bituminous pavement	285	TN	\$250.00	\$78,500.00
Excavation/Backfill	1,200	CY	\$20.00	\$24,000.00
Electrical Utilities				
Electrical	1	LS	\$85,000.00	\$85,000.00
Telecommunications/Security	1	LS	\$20,000.00	\$20,000.00
Other				
Mobilization/Demobilization	1	LS	\$330,000.00	\$330,000.00
Costs Associated with implementation of the Cruise Ship Docking Plan	1	LS	\$65,000.00	\$65,000.00
<b>Base Bid</b>				<u>\$3,313,891.00</u>

Addendum 2 Paving (alternate Bid Item)				
Area 2	159,573	SF	\$2.80	\$446,804.40
Area 3	18,216	SF	\$2.80	\$51,004.80
Area 4	24,134	SF	\$2.80	\$67,575.20
<b>Alternate Bid Item Addendum 2</b>				<u>\$565,384.40</u>
<b>Total</b>				<u>\$3,879,275.40</u>

TOTAL BASE BID ITEM PLUS ALTERNATE BID ITEM:

three million eight hundred seventy-nine thousand two hundred seventy-five \_\_\_\_\_ Dollars

(Amount written in words has precedence)

and \_\_\_\_\_ forty Cents

TOTAL BASE BID ITEM PLUS ALTERNATE BID ITEM \$ 3,879,275.40  
(numerals)

The City reserves the right to award to the Base Bid only or Base Bid plus Alternate Bid Item (Paving).

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:

Schnabel Foundation Company

Name

610 Sycamore St., Suite 360                      Celebration                      FL 34747  
Street                                              City                                              State                      Zip

Pedro Falcon Electrical Contractors

Name

31160 Ave. C                                      Big Pine Key                                      FL 33043  
Street                                              City                                              State                      Zip

Affordable Asphalt

Name

P.O. Box 1632                                      Islamorada                                      FL 33036  
Street                                              City                                              State                      Zip

Name

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

**Surety**

The Hanover Insurance Company \_\_\_\_\_ whose address is

2211 7th Avenue South                      Birmingham                      AL                      35233  
Street                                              City                                              State                                              Zip

**Bidder**

The name of the Bidder submitting this Bid is Cayo, LLC

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

11498 Luna Rd., Ste 106                      Dallas                      TX                      75234  
Street                                              City                                              State                                              Zip

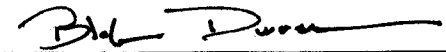
which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

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:

Chris Saul                                              \_\_\_\_\_  
Blake Dwoskin                                              \_\_\_\_\_  
\_\_\_\_\_

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this 14 day of March 20 12

  
Signature of Bidder

Pres.  
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 \_\_\_ day of 20\_\_.

(SEAL)

\_\_\_\_\_  
Name of Corporation

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

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

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

**END OF SECTION**



**Addendum Acknowledgment Page**

All Bidders shall Acknowledge receipt and acceptance of the following addendums

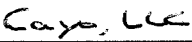
Addendum No. 1:   
Signature

Addendum No 2:   
Signature

Addendum No 3:   
Signature

Addendum No 4:   
Signature

Addendum No 5:   
Signature

  
Name of Business

Buds submitted without this acknowledgement may be considered non-responsive



NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Obligee and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 14th day of March, 2012.

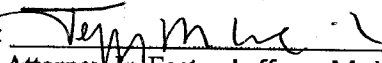
Cayo, LLC

Principal

By:   
Alan Watson, Vice President

The Hanover Insurance Company

Surety

By:   
Attorney-In-Fact Jeffrey M. Wilson

**END OF SECTION**

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Mark W. Edwards, II, Ronald B. Giadrosich, Jeffrey M. Wilson, Robert R. Freel and/or Evondia H. Woessner**

of **Birmingham, AL** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 27th day of **October 2011**.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
Robert Thomas, Vice President

*Mark Fitzgerald*  
Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 27th day of **October 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

*Barbara A. Garlick*  
Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 14th day of March, 2012.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Glenn Margosian*  
Glenn Margosian, Vice President

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )  
 : SS  
COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid 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: BL Dworkin  
BLAKE DWORKIN - MANAGER  
CARD LLC

Sworn and subscribed before me this  
24<sup>th</sup> day of FEBRUARY, 2012

Brenda Joyce Berry  
NOTARY PUBLIC, State of Florida  
at Large TEXAS



My Commission Expires: 12/02/2013

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 Repairs to Navy Mole Bulkhead 497
2. This sworn statement is submitted by Cayo, LLC  
(name of entity submitting sworn statement)  
whose business address is 11498 Luna Rd., Suite 106, Dallas, TX 75234  
\_\_\_\_\_ and (if applicable) its Federal Employer  
Identification Number (FEIN) is 74-2916989  
(If the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement \_\_\_\_\_)
3. My name is Blake Dwoskin  
(please print name of individual signing)  
and my relationship to the entity named above is Manager
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with 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.)

Bl. L. D. [Signature]  
(signature)  
02/24/12  
(date)

STATE OF TEXAS

COUNTY OF DALLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

BLAKE DUSKIN who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 24<sup>th</sup> of FEBRUARY, 2012.

My commission expires: 12/02/2013

Brenda Joyce Berry  
NOTARY PUBLIC



**CITY OF KEY WEST INDEMNIFICATION FORM**

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

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.

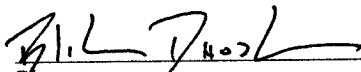
The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: Cayo, LLC

SEAL:

11498 Luna Rd., Suite 106, Dallas, TX 75234

Address

  
Signature

Blake Dwoskin

Print Name

Manager

Title



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

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

I, Blake Dwoskin, hereby  
declare that I am Manager (NAME) of Cayo LLC  
Of Dallas, Texas (TITLE) (FIRM)  
(CITY AND STATE)

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

I further declare that:

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

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

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

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

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

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

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

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a),

FEBRUARY 24, 2012

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

00 44 02 - 1

Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

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

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

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

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

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

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

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

EXCEPTIONS:

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

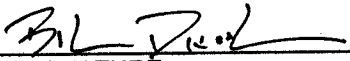
Providing false information may result in criminal prosecution and/or administrative sanctions.)

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

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: Blake Dvoskin - Manager  
NAME AND TITLE PRINTED

WITNESS: 

BY:   
SIGNATURE

WITNESS: V. Pauling

Executed on this 24th day of February, 2012

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

FEBRUARY 24, 2012

NON-COLLUSION DECLARATION  
AND COMPLIANCE WITH 49 CFR §29  
00 44 02 - 3

## SUSPENSION AND DEBARMENT CERTIFICATION

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

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of, 20<sup>12</sup>

By   
Authorized Signature/Contractor  
Blake Dwoskin - Manager

Typed Name/Title  
Cayo LLC

Contractor's Firm Name  
11498 Luna Road

Street Address  
Suite 106

Building, Suite Number  
Dallas, Texas 75234

City/State/Zip Code  
972-869-4000

Area Code/Telephone Number

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22  
SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

## EXPERIENCE RECORD

### 1 2009 SOUTHWEST PASS, PILE DIKE REPAIRS



CONTRACTOR:	CAYO	CONTRACT No.	W912P8-09-C-0112
ROLE:	Prime Contractor	CONTRACT TYPE:	Firm Fixed Price
LOCATION:	Lower Mississippi River	AWARD DATE:	9/11/09
OWNER/CLIENT:	USACE, New Orleans District		<i>ORIGINAL</i> <i>FINAL</i>
CONTACT:	Brian May, Project Engineer	CONTRACT VALUE:	\$29,474,850      \$33,272,440
PHONE:	(504) 862-1477	COMPLETION DATE:	5/01/12      4/01/12
ENGINEER:	USACE, New Orleans District		

**SCOPE:**

This project involved the reconstruction of flow diversion dikes along the lower Mississippi River. Tasks included removal of over 4,000 existing timber piles and associated walers, installation of over 9,000 timber piles (35' to 85' lengths) totaling over 490,000 LF; installation of over 20,000 LF of timber wales at pile dikes. Dredging of barge floatation channels was required at multiple locations.

**SPECIAL CONSIDERATIONS:**

Due to the remote location of the project, CAYO utilized a company owned accommodations barge to house and feed its crew. CAYO's owned and operated 65', twin-screw, 1,000HP tugboat provided work barge movement and material barge transportation.

## 2 LPV103- 1A1 - HURRICANE PROTECTION



CONTRACTOR:	Aquaterra-CAYO, J.V.	CONTRACT No.	DACW27-02-C-0005	
ROLE:	Prime Contractor	CONTRACT TYPE:	Firm Fixed Price	
LOCATION:	Orleans Parish, LA	AWARD DATE:	8/7/09	
OWNER/CLIENT:	USACE, New Orleans District	CONTRACT VALUE:	<i>ORIGINAL</i>	<i>FINAL</i>
CONTACT:	William Rossignol, P.E.	COMPLETION DATE:	\$10,167,659	\$10,256,000
PHONE:	(504) 862-2220		9/21/10	9/21/10
ENGINEER:	USACE, New Orleans District			
CONTACT:	William Rossignol, P.E.			
PHONE:	(504) 862-2220			

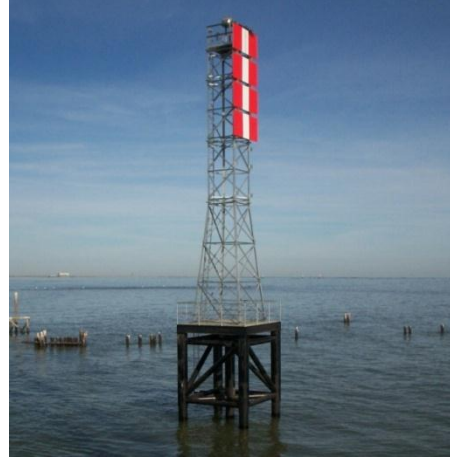
### DESCRIPTION:

The Aquaterra-CAYO, J.V. constructed new concrete floodwalls and other flood protection improvements as part of the Hurricane and Storm Damage Risk Reduction System in Orleans Parish, LA. This project involved construction of over 1,500 linear feet of concrete T-Walls and I-Walls to replace the existing flood wall system. The project also included traffic control, working around existing bridges, strengthening and raising the elevation of existing sector gates and construction of new concrete scour protection at existing flood walls at Orleans Canal, and dewatering existing sector gates for repairs by the Orleans Levee District.

### SPECIAL CONSIDERATIONS:

This project was part of the 2009 MATOC for the Greater New Orleans Hurricane and Storm Damage Risk Reduction System. Existing floodwalls were demolished beginning in December 2009 and ATI-CAYO restored protection in time for the 2010 hurricane season.

### 3 REBUILD SOUTHWEST PASS RANGES



CONTRACTOR:	CAYO, LP	% BY OWN FORCES:	70%	
ROLE:	Prime Contractor	CONTRACT No.	HSCG82-06-C-3WCA08	
LOCATION:	Lower Mississippi River	AWARD DATE:	10/14/05	
OWNER/CLIENT:	USCG, CEU-Miami			
CONTACT:	Berta Gomez, Contracting Officer	CONTRACT VALUE:	<i>ORIGINAL</i> \$3,267,114	<i>FINAL</i> \$3,702,524
PHONE:	(305) 278-6722	COMPLETION DATE:	12/23/05	12/23/05
ENGINEER:	USACE, New Orleans District			
CONTACT:	Berta Gomez, Contracting Officer			
PHONE:	(305) 278-6722			

#### SCOPE:

Reconstruction of 11 Aids to Navigation Structures along the lower Mississippi River, including three structures in the marshlands near Pilottown, LA. All permanent materials were provided by the USCG. Project included demolition of existing structures and disposal of treated timber materials. Multiple construction crews and barges were brought in to complete the project in the 60 day required duration and included a 165 ton crane/spud barge spread, a jack-up barge spread (liftboat), material/storage barge spread, and a 1,000HP push boat to assist in the transport and movement of the barges. Multiple crew and work boats were also involved in the project construction.

#### SPECIAL CONSIDERATIONS:

Project was performed immediately following hurricane Katrina and the entire area within 200 miles of the project location was devastated by the storm. CAYO completed the project within the original contract duration even though numerous differing site conditions were encountered due to unknown subsurface debris from hurricane Katrina.



## 4 REBUILD TAMPA BAY RANGES, PART II



CONTRACTOR:	CAYO, LP	% BY OWN FORCES:	90%	
ROLE:	Prime Contractor	CONTRACT No.	HSCG82-05-C-3WCA40	
LOCATION:	Tampa Bay, FL	AWARD DATE:	7/20/05	
OWNER/CLIENT:	USCG, CEU-Miami		<i>ORIGINAL</i>	<i>FINAL</i>
CONTACT:	Billie Jo Cherico, Contracting Officer	CONTRACT VALUE:	\$1,034,149	\$1,041,116
PHONE:	(305) 278-6723	COMPLETION DATE:	12/26/05	01/23/06
ENGINEER:	USACE, New Orleans District			
CONTACT:	Berta Gomez, Contracting Officer			
PHONE:	(305) 278-6722			

### SCOPE:

Demolition of 15 navigational structures, fabrication and installation of 4 Aids to Navigation Structures, and Repairs to 2 Aids to Navigation Structures. Project included disposal of treated timber materials. Demolition and construction completed utilizing a large crane barge, material barge, and 600HP tugboat for moving the barges between locations. Multiple crew and work boats were also involved in the project construction. Licensed commercial divers were utilized for the underwater demolition of structures and the installation of underwater cathodic protection anodes to new pipe pile.

## 5 SOUTHWEST PASS LIGHTHOUSE REPLACEMENT



**CONTRACTOR:** CAYO, LP  
**ROLE:** Prime Contractor  
**LOCATION:** Lower Mississippi River  
**OWNER/CLIENT:** USCG, CEU Miami  
**CONTACT:** Berta Gomez, Contracting Officer  
**PHONE:** (305) 278-6722  
**ENGINEER:** USCG, CEU Miami  
**CONTACT:** Berta Gomez, Contracting Officer  
**PHONE:** (305) 278-6722

**% BY OWN FORCES:** 80%  
**CONTRACT No.** HSCG82-07-C-3WCA11  
**AWARD DATE:** 6/20/07  
**CONTRACT VALUE:** *ORIGINAL* \$1,164,000      *FINAL* \$3,626,532  
**COMPLETION DATE:** 11/7/07      2/6/08

### SCOPE:

Demolition and of existing lighthouse and helipad structures to 3 feet below mudline. The demolition included abatement of hazardous materials, salvage of electronic components and removal of underwater debris. CAYO constructed a new automated range light structure. The new structure was a 4-pile steel jacket with mud mat and steel deck structure. The structure was supported by 20" diameter by 173' long steel piles that were installed in sections and spliced. Boat landing platform, jib crane and safety rail and climb systems were also installed.

### SPECIAL CONSIDERATIONS:

The work was performed at a remote location approximately 30 miles from the nearest dock facility. The site was exposed to large swells from the Gulf of Mexico and wakes from passing ship traffic. CAYO provided barge quarters for its personnel to reduce travel related downtime and take advantage of good weather. This work was performed during the 2007 hurricane season. CAYO achieved an Outstanding performance rating from the client for this difficult project.

# DOCKING PLAN

## **1 INTRODUCTION**

The City of Key West plans to contract structural repairs to the existing Bulkhead 497, Outer Navy Mole which will include both barge and land based work. An essential component of the subject project is to maintain access to the existing mooring bollards to allow docking of cruise ships and navy ships during the project. The purpose of this plan is to describe methods to maintain access to mooring bollards during construction activities.

## **2 WORK APPROACH**

Cayo, LLC plans to perform the subject project using a combination of barge mounted equipment and equipment staged on the existing bulkhead. In general, a barge mounted crane will be utilized for installation of the new steel sheet pile wall while the rock anchor tiebacks, flowable fill, reinforced concrete encasement, etc. will be performed from the bulkhead.

## **3 BARGE WORK**

Cayo plans to install the new AZ-18 steel sheet piling using a barge mounted crawler crane. Typically, the crane barge will be located parallel to the bulkhead and between the Groins 1 and 2. When docking ships require the use of both bollards with the work limits, it is expected that the crane barge will need to be relocated to the south side of Groin 1. Since the barge will be primarily used for pile driving activities and there are also noise restrictions while a cruise ship is docked, Cayo has assumed that no pile driving will occur at these times in its schedule.

## **4 BULKHEAD WORK**

Cayo understands that work staged from the existing bulkhead may proceed while a ship is docked at the Outer Mole provided that the bollards may be safely used and work does not violate noise restrictions. Cayo will coordinate movement of its equipment, including land based crane and anchor drill rig, with the planned docking schedule as required to avoid impacts to the City's docking events. Work that is expected to be ongoing while ships are at dock include: reinforcing steel placement, formwork placement, welding, electrical work, backfill, paving, etc.

Cayo's rock anchor subcontractor propose to use a rock drill that will be supported by the bulkhead so a barge is not required for this activity and will reduce potential impacts by docking ships. A land based crane will be onsite to move the drilling machine as needed to maintain access to the mooring bollards. Rock anchor activities will proceed on docking days as allowed by access and noise restrictions.

## **5 SCHEDULE IMPACTS**

Cayo has developed its work schedule based on the anticipated docking schedule provided by the City of Key west. It is also understood that there will be 4 days during offshore power boat races where Cayo and its subcontractors will not be able to work at the site.

Cayo will request permission to work longer work days and/or Saturdays to make up for downtime from ship docking as needed in order to maintain full time work hours for its crew.