



P.O. Box 510802 Key Colony Beach, Florida 33051
305-240-9882
www.lps-contracting.com
CGC1516588
CUC1224542

ITB # 24-014
Spencer's Boatyard Seawall

Key West, Florida
Attn: City Clerk
1300 White Street
Key West, Florida 33040



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Cover Letter

ITB # 24-014

Spencer's Boatyard Seawall



Attn: City of Key West
1300 White Street,
Key West, Florida 33040

Re: Spencer's Boat Yard Seawall ITB # 24-014
Cover Letter

LPS Utilities Inc. DBA LPS Contracting is a local, minority owned business and general contractor. Founded in 2017, LPS provides services for public and private sector customers delivering exceptional quality, dependability, and performance for every project. With headquarters in Key Colony Beach, Florida LPS Contracting is very familiar with the needs and logistical challenges many contractors face in the Florida Keys. We are certified under the provisions of chapter 489, Florida Statutes and Licensed as a Certified General Contractor (CGC1516588) and as an Underground Utility and Excavation Contractor (CUC1224542). LPS holds the United States Longshoreman's Insurance, Jones Act Insurance, and Inland Marine Insurance qualifying us for all scopes of work on or over water.

Our knowledge and experience have allowed us to maintain our reputation for delivering high quality results on time and budget with a safety-first mindset. We continue to prove our ability to successfully complete multi-million-dollar projects in both our marine construction and civil infrastructure divisions. LPS demonstrates the ability to manage and self-perform a wide range of competencies including:

- Dock and Seawall Construction
- Piling Installation
- Demolition
- Dredging
- Excavation and Earthworks
- Shoreline Stabilization and Restoration
- Boat Ramp Construction
- Disaster Recovery Services
- Underground Utility Installation

Throughout the past few years LPS has successfully completed many projects in South Florida requiring dock and seawall reconstruction. Many of these projects consisted of utilizing a wide range of materials, equipment, and strategies to rebuild aging marine infrastructure in the one of the most aggressive marine environments - the Florida Keys.

The intent of the Spencer's Boat Yard Seawall Project is to rebuild the only working boatyard in the iconic Garrison Bight in Key West, Florida. The property has offered boat rentals, boat maintenance and other marine services for nearly six decades.



LPS Utilities, Inc. DBA LPS Contracting is committed to maintaining our reputation for delivering high-quality results on time and budget while maintaining a safety-first mindset throughout each project. Our main goal for this project is to ensure the property's infrastructure is rebuilt to the best possible condition so the services Spencer's Boat Yard provides to the people of Key West can continue for decades to come.

For this project, all in and above water construction activities will be performed in accordance with the Army Corps of Engineers, Florida Department of Environmental Protection (FDEP) requirements, and in accordance with all specifications required by the City of Key West.

Sincerely,

A handwritten signature in black ink, appearing to read "J Wilson", with a long horizontal flourish extending to the right.

Jennifer Wilson
President - LPS Utilities Inc. DBA LPS Contracting



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Company Overview



ITB # 24-014

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Agreement Execution Personnel:

Jennifer Wilson – President

Management Personnel:

Trent Meyer - Operations Manager
815-276-1731 – trent.meyer@lps-contracting.com

Ali Ghamlouch – Senior Estimator
701-729-2693 - ali.ghamlouch@lps-contracting.com

Adam Giles – Project Manager
305-240-9882 – adam.giles@lps-contracting.com

ITB # 24-014

Spencer's Boatyard Seawall



Company Overview

LPS Utilities Inc. DBA LPS Contracting is a minority owned business and general contractor specializing in marine construction, infrastructure rehabilitation, and waterfront restoration here in the Florida Keys. With over 25 years of General Contracting experience, we specialize in all aspects of marine construction and civil site work. We hold the Certified General Contractor (CGC1516588) and Underground Utility and Excavation Contractor (CUC1224542) licenses. We also hold the United States Longshoreman's and Jonest Act Insurance, as well as the Inland Marine Insurance, fully protecting all our customers and allowing us to handle any scope of work on or over water.

Having company headquarters in Key Colony Beach, we have performed in over 15 different states, but primarily offer our services in Central, South Florida, and the Florida Keys.

In the last few years, we have completed nearly 300 projects in South Florida alone. Our marine division offers recovery & restoration services for commercial and residential waterfront locations. We have the experience, equipment, and manpower to take on any waterfront restoration project covering all aspects of scope. This includes shoreline stabilization and restoration projects, disaster recovery projects, and marine improvements projects such as dock building, dredging, piling installation, and seawalls. Our civil sitework projects include grubbing, clearing, demolition, grading, excavation, and underground utility installation.

LPS Utilities Inc. DBA LPS Contracting is committed to maintaining our reputation for delivering high-quality results on time and budget while maintaining a safety-first mindset during every project. We create an efficient work environment to deliver dependable high-quality services and performance to complete every project on schedule.

LPS Utilities Inc. DBA LPS Contracting is a sole owned proprietorship of Jennifer Wilson

Mailing Address

P.O. Box 510802 Key Colony Beach, FL 33051

Physical Address

300 Sadowski Causeway Suite 309
Key Colony Beach, FL 33051



Management Staff

With LPS, you will be working with experienced professional personnel, management, and crews. The three management professionals that will be responsible for this project include the following individuals:

Trent T. Meyer – Operations Manager

Mr. Meyer has 10 years of heavy construction experience in the marine and civil construction industry. He has managed contracts ranging from \$18,000.00 to \$3,500,000.00 while working with federal, state, and local government agencies. Trent has vast experience in operations management and estimation, and currently oversees all operations in Central, South Florida and the Florida Keys. He continuously manages both client, potential client, and employee relations and is well versed in working in both the private and public sectors of the construction industry.

Adam Giles – Project Manager

Mr. Giles has 11 years of engineering and project management experience in manufacturing, transportation, tooling engineering, and the construction industries. Adam lead the design of a \$27m project and was the key representative to a multi-billion dollar transportation manufacturer successfully implementing data management systems. More recently Adam continues to manage personnel and construction projects for both public and private sectors recently managing a \$2m private yacht marina project in Marathon, FL.

Joe Merryman – Superintendent

Mr. Merryman has over 30 years of experience as an operator and superintendent in the heavy equipment construction industry. He has worked on jobs ranging from \$12,000.00 to \$33m for both the private and public sector. He self-performed excavation, diagonal drilling and installation of thousands of miles of oil line, waterline, and sanitation line in twelve different states in the Midwest, Northwest and South-central United States. He was a key factor in the \$5 billion investment in Iowa for Google's Data Collection Center installing cooling lines to and from the Mississippi river.

In addition to the management staff, we will also have 12 additional professionals allocated to this project that work out of our Headquarters in Key Colony Beach, Florida. These personnel consist of laborers, accountants, and contract administrators.



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Project Management Experience/Project Examples



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Spencer's Boatyard Seawall



Project Management Experience/Project Examples

Having over 25 years of General Contracting experience and over 300 projects completed in the last few years in South Florida, LPS Utilities, Inc. DBA LPS Contracting is one of the leading providers of construction services in the Florida Keys. We have successfully managed, self-performed, and delivered projects in over 15 states and recently completed over 300 projects in South Florida.

We hold both our State of Florida General Contractors and Underground Utility Contractors Licenses, the United States Longshoreman's insurance, the Jones Act Insurance, and Inland Marine Insurance qualifying us for any scope of work on or over water while fully protecting our customers.

With most of our staff living in the Florida Keys, we are very familiar with the complex challenges the construction industry faces in this part of the country. LPS has extensive knowledge of the requirements and construction conditions of the Army Corps of Engineers (ACOE), Florida Department of Environmental Protection (FDEP), Florida Fish and Wildlife Conservation Commission (FWC), Florida Keys National Marine Sanctuary (FKNMS), and the National Oceanic Atmospheric Association (NOAA).

With sustainability being one of our key principles, we are very familiar with the environmental resources the Florida Keys offer and the sensitive ecosystem we get to call home. With every project, we exceed the safe practices required for marine construction and ensure our work does not pose any threat or danger to the environment.

In recent years, LPS Utilities Inc. DBA LPS Contracting has teamed up with local municipalities to successfully manage and complete water quality improvement projects to enhance the benthic community in the Florida Keys by various methods. By completing these projects, we successfully increased the dissolved oxygen content in the canal systems in multiple areas, helping to improve the ecosystem and alleviate the impact economic growth and historical methods of design and construction has had on the Florida Keys over the last few decades.

We have also been responsible for managing and coordinating the planting of vegetation native to the Florida Keys, such as mangroves and buttonwoods, to ensure what impacts we do have on the environment are mitigated to the best of our ability.



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Bidding Requirements

ITB # 24-014

Spencer's Boatyard Seawall



Palm Island Seawall – 1740 Overseas Hwy. Marathon, FL

Owner: Mark Fischer - mark@boatsdirectusa.com

Engineer: K2M Design, Inc. - Eddie Blanco –
Eblanco@k2mdesign.com

Contract Amount: \$1,962,938.00

Initiated: Aug 24 2023

Completed: April 15 2024

The scope of this project was to rebuild an aging seawall and stabilize the shoreline of a private island in Marathon. LPS self-performed the demolition of existing docks and seawall, installation of 750 linear feet of seawall with two 600 square foot concrete docks supported by 12” precast concrete pilings. In total, LPS installed 50 precast concrete pilings, framed, poured, and finished 8,000 square feet of concrete, and installed 426 cubic yards of rip rap around the outside of the island for shoreline stabilization. This project was constructed in a phased approach starting in March 2024 reaching final completion in just under 60 days.



Sunrise Isle – Sunrise Isle Canal Marathon, FL

Owner: - Sunrise Isle Homeowners Association, Inc.

Engineer: American Engineers & Contractors – Shiv Shirah - info@AECbuild.com

Contract Amount: \$ 1,727,600.00

Initiated: July 2 2019

Completed: Dec 06 2022

The scope of this project was to rebuild a failed seawall for a homeowner’s association that had collapsed in several areas after Irma. LPS was contacted by the association without plans or permits for construction. LPS Contracting was able to hire an engineer, obtain state and federal authorizations for the work and self-performed the installation of 2,100 linear feet of new seawall with concrete cap. The construction for this project took 48 days from January 2020 to March 2020.





Sunset Harbor at Cow Key Marina – Key West, FL

Owner: - Sun Communities – Jose Manent - jmanent@suncommunities.com

Engineer: American Engineers & Contractors – Shiv Shirah -
info@AECbuild.com

Initiated: Feb 7 2019

Completed: June 25 2019

Contract Amount: \$ 625,500.00

The scope of this project was a seawall replacement for a community on Stock Island. The aging seawall was in a state of disrepair. LPS Contracting installed 630 linear feet of sheet pile seawall with W beam tie backs and a concrete cap.





Indigo Reef – 11600 1st Ave. Marathon, FL

Owner: - Indigo Reef HOA – Michelle Koby – indigoreefpropertymanager@gmail.com

Engineer: Weiler Engineering – Steve Suggs –
ssuggs@weilerengineering.org

Contract Amount: \$ 3,000,000.00

Initiated: Feb 19 2022

Completed: Dec 6 2022

The scope of this project was to rebuild a marina for a homeowner’s association that was severely aged and on the brink of failure. LPS repaired 1,489 linear feet of concrete seawall and replaced 23,949 square feet of boardwalk and dock.





Compass Pointe Marina – 39th St. Marathon, FL

Owner: - Dasign Source - Tony Dascanio CEO – TDascanio@dasignsource.com

Engineer: Dasign Source, LLC – Nicholas D’ascanio -
NDascanio@dasignsource.com

Contract Amount: \$ 550,000.00

Initiated: May 31 2019

Completed: April 14 2020

The scope of this project was to build a working marina and boatyard. LPS installed 8 finger piers, installed 282 linear feet of seawall with concrete cap, 630 yards of rip rap for shoreline stabilization, and a 135 foot boardwalk with 31 piles.





Previous Experience

Water Quality Improvement Project Canal #475 Geiger Key 8-2-2022

Monroe Board of County Commissioners - (305) 395-9928

Contract #:

Initiated: Feb 15 2023

Contract Amount: \$1,600,000.00

Completed: Oct 24 2023

Installation of two submerged 24" x 38" reinforced elliptical concrete culverts to hydraulically connect Canals #475 and #470 to increase the turnover rate for the canal system achieving the FDEP water quality standards for dissolved oxygen. This work consisted of installing 836 linear feet of elliptical concrete pipe, 192 yards of backfill, 178 yds of flowable fill, constructing three concrete headwalls, two culvert cleanouts, four manatee gates, nearly 15,000 square feet of paving and restoring 11 private lots to pre-existing condition.

Water Quality Improvement Project Canal #259 Big Pine Key 8-2-2022

Monroe Board of County Commissioners - (305) 395-9928

Contract #:

Initiated: Dec 07 2023

Contract Amount: \$760,000.00

Completed: Oct 27 2023

Installation of two submerged 6'x6' reinforced Class IV concrete box culverts to hydraulically connect Canals #259 and #263 to increase the turnover rate for the canal system achieving the FDEP water quality standards for dissolved oxygen. This work consisted of installing 80 linear feet of reinforced concrete box culvert, dredging, dewatering, and disposing of 80 cubic yards of spoils, installing 40 yards of rip rap, constructing four concrete headwalls, installing four manatee gates, planting 41 red mangroves and 26 green buttonwoods, nearly 2,200 square feet of paving, and restoring 3 private lots to pre-existing condition.

Water Quality Improvement Project Canal #256 Maintenance Canal/Culvert Dredge

City of Marathon, FL - (305) 289-4130

Contract #: PL-2020-001 / PL-2020-002

Initiated: June 09 2020

Contract Amount: \$59,270.00

Completed: July 01 2020

The scope of this project was to remove the accumulated sediment within the dead-end portion of the manmade canal to increase water flow and quality of canal 256 by allowing the incoming tidal flows from the near shore waters of the Atlantic to migrate through the existing culverts under Calle Ensueno. This project consisted of mechanically dredging, dewatering, and disposing of 170 cubic yards of spoils from the canal, removing sediment and muck from 128 linear feet of 36" concrete pipe, and installing four manatee grates on the existing culverts.

Water Quality Improvement Project Canal #257 Maintenance Canal/Culvert Dredge

City of Marathon, FL - (305) 289-4130

Contract #: 2019-111

Initiated: Nov 11 2019

Contract Amount: \$288,868.92

Completed: May 25 2020

The intent of this project was to increase the water quality of Canal #257 by allowing the incoming tidal flows from the near shore waters of the Atlantic to migrate through the canal under Spoonbill Drive. This work consisted of installing 60 linear feet of 6'x6' reinforced class IV concrete box



culvert with two manatee gates, dredging, dewatering, and disposing of 417 cubic yards of spoils, installing 231 cubic yards of rip rap, and removing sediment and muck from 50 linear feet of 64" pipe. A berm was also excavated to allow the egress of flotsam known to accumulate in this canal. This project increased the water turnover rate by almost three times the pre-construction condition.

Duck Key Maintenance Canal Dredge

Duck Key Community Benefit Inc. - (954) 609-1331

Contract #: 18-2700

Initiated: April 17 2019

Contract Amount: \$194,146.00

Completed: Apr 30 2019

The scope of this project was to increase the water quality, increase the navigational safety and decrease the rotting organic vegetation throughout the canal system on Duck Key. The work consisted of dredging, dewatering, and disposing of 2,455 cubic yards of spoils.

Sunrise Isle Canal Restoration Project – Sunrise Isle Canal Marathon, FL

Roger Guerrero - (202) 468-1957

Contract #: 18-2200

Initiated: Nov 1 2018

Contract Amount: \$683,762.00

Completed: Jan 23 2019

The scope of this project was to remove sediment and debris from the canal system to enhance water quality and provide safe navigation for residents along the canal. LPS was the prime contractor on this project. We provided the dredging, dewatering, disposing of 23,000 cubic yards of spoils and debris, provided the homeowners with a pre-construction elevation survey and post construction elevation engineer report sign off.

Postcard Inn – 84001 Overseas Highway, Islamorada

Rob Baker - (202) 468-1957

Contract #: 18-100

Initiated: Jan 15 2018

Contract Amount: \$3,000,000.00

Completed: Sept 09 2018

The scope of this project was marina restoration due to damages caused by Hurricane Irma. LPS was the prime contractor on this project. We provided the excavation and clearing of hurricane debris, demolition, and trenching services, removed 211 pilings, installed 13 finger piers, 5 decks including 299 piling and installed 15,760 square feet of decking.

Cape Coral Maintenance Dredge – Cape Coral, FL

City of Cape Coral

Contract #: 22-1100

Initiated: Jan 2022

Contract Amount: \$1,205,898.40

Completed: Sept 2022

The scope of this project was to provide maintenance dredging services to several canals in the Cape Coral jurisdiction. LPS was hired to mechanically dredge, dewater, and dispose of 18,652.69 cubic yards of spoils.



Ocean Breeze – 101 11th St Ocean Marathon, FL

Jose Monet - (321) 276-5183

Contract #: 18-1300

Initiated: July 28 2019

Contract Amount: \$1,100,000.00

Completed: Dec 15 2019

The scope of this project was to prepare the site for building 48 single family residences, install underground utilities, restore, and stabilize the shoreline. LPS installed 920 linear feet of water main and 50 services. We installed 48 sanitary laterals with cleanouts and prepared 1,767 square yards of roadway subgrade. For shoreline restoration, LPS installed 463 cubic yards of rip rap, replaced 190 linear feet of concrete cap on seawall and installed 172 linear feet of new seawall. We drove 36 dock piles and 30 mooring piles before completing construction with the installation of an 838 square foot wood framed dock with premium decking.

Key Colony Beach Club – 501 E Ocean Drive Key Colony Beach, FL

Contract #: 19-400

Initiated: July 22 2019

Contract Amount: \$450,000.00

Completed: Oct 10 2019

The scope of this project was to provide dirt work and stabilization for 2 building pads totaling 1,158 cubic yards. LPS demolished existing buildings, repaired the property's jetty, installed 770 linear feet of 15" exfiltration trench with 5 type C inlets, 4 drain basin, and 4 inline drains.

Sunset Harbor – 5031 5th Ave Key West, FL

Brad Pinover - (321) 271-5183

Contract #: 19-300

Initiated: Feb 01 2019

Contract Amount: \$650,000.00

Completed: April 13 2019

The scope of this project was to provide restoration services to the marina. LPS provided demolition of existing seawall and installed 630 linear feet of steel seawall with concrete cap.

Toms Harbor Island – Toms Harbor Keys Marathon, FL

Harrison Merrill - (678) 777-3506

Contract #: 19-3400

Initiated: Sept 26 2019

Contract Amount: \$100,100.00

Completed: Nov 25 2019

The scope of this project was to construct an access walkway and dock on a remote island. LPS installed 2,200 square feet of decking and 121 timber pilings.

419 Sombrero – 419 Sombrero Beach Rd. Marathon, FL

Irina Rivera

Contract #: 24-100

Initiated: Jan 12 2024

Contract Amount: \$82,790.00

Completed: March 20 2024

The scope of this project was to construct a residential dock. LPS installed a 637 square foot wood dock with 22 timber pilings.



841 W Ocean – 841 W Ocean Dr. Key Colony Beach, FL

Jesse Schmidt

Contract #: 24-200

Initiated: Jan 18 2024

Contract Amount: \$104,225.00

Completed: March 28 2024

The scope of this project was to construct a residential dock. LPS installed a 565 square foot wood dock with 32 timber pilings.

356 Stirrup – 356 Stirrup Key, Marathon, FL

Frank Ottolino

Contract #: 24-400

Initiated: Feb 26 2024

Contract Amount: \$40,500.00

Completed: March 28 2024

The scope of work for this project was to perform maintenance dredging at a seawall for a residential boat lift. LPS dredged 73 cubic yards of dredge spoils and completed the project in one day from BMP inspection to final completion.

1998 Coco Plum – 1998 Coco Plum Dr. Marathon, FL

Tony Filinski

Contract #: 24-700

Initiated: Mar 3 2024

Contract Amount: \$111,226

Completed: April 2 2024

The scope of work for this project was to construct a residential dock and walkway. LPS installed a 543 square foot timber dock with 28 pilings.

1250 24th St. – 1250 24th St. Marathon, FL

Dale Perrigo

Contract #: 24-800

Initiated: Mar 8 2024

Contract Amount: \$94,240.00

Completed: April 9 2024

The scope of work for this project was to construct a residential dock and walkway. LPS installed a 536 square foot timber dock with 32 pilings.

57030 Morton St. – 57030 Morton St. Marathon, FL

Dasign Source

Contract #: 24-1700

Initiated: Apr 12 2024

Contract Amount: \$162,550.00

Completed: Aug 10 2024

The scope of work for this project was to demo and dispose of an existing timber dock and construct a new residential dock and walkway. LPS installed a 975 square foot timber dock and walkway with 49 pilings.

1800 Atlantic Shoreline Stabilization – 1800 Atl. Blvd. Key West, FL

1800 Atlantic Condominiums

Contract #: 24-2100

Contract Amount: \$1,295,668.31



Initiated: May 10 2024

Completed: Aug 16 2024

The scope of work for this project was to demo and excavate existing rip rap shoreline and install three rock revetments to protect the condo ranging from 140' to 212' in length. LPS was able to furnish and install 2,150 ton of 36" armor stone, 410 ton of bedding stone and 1,210 ton of sand for beach restoration in less than 20 days.

497 Sombrero – 497 Sombrero Beach Rd. Marathon, FL

Steve Van Lue

Contract #: 24-2300

Initiated: July 10 2024

Contract Amount: \$87,670.00

Completed: Aug 19 2024

The scope of work for this project was to demo and dispose of an existing timber dock and construct a new residential dock and walkway. LPS installed a 661 square foot timber dock, sun-deck and walkway with 18 pilings.

239 Pescayo Lot #10 – 239 Pescayo Ave Marathon, FL

Jeff Estevez

Contract #: 23-3200

Initiated: Sept 22 2023

Contract Amount: \$70,463.00

Completed: Oct 09 2023

The scope of this project was to construct a residential dock and walkway with private mooring. LPS installed a 599 square foot wood dock with 23 timber pilings.

227 Pescayo Lot #4 – 227 Pescayo Ave Marathon, FL

Guillermo Torres Jr.

Contract #: 23-2900

Initiated: Sept 14 2023

Contract Amount: \$53,004.00

Completed: Sept 29 2023

The scope of this project was to construct a residential dock and walkway with private mooring. LPS installed a 534 square foot wood dock with 25 timber pilings.

Palm Island Bridge – 1 Palm Island Drive Marathon, FL

Mark Fischer

Contract #: 23-2700

Initiated: Oct 02 2023

Contract Amount: \$690,120.00

Completed: Oct 23 2023

The scope of this project was to install bridge pilings to connect Marathon to a private island. LPS was hired to demolish and dispose of an existing 263 linear foot concrete bridge and install 54 18x18 precast concrete pilings.

251 Pescayo Lot #16 – 251 Pescayo Ave Marathon, FL

Wilgen Torres

Contract #: 23-2500

Initiated: Aug 02 2023

Contract Amount: \$71,838.00

Completed: Aug 17 2023



The scope of this project was to construct a residential dock and walkway with private mooring. LPS installed a 597 square foot wood dock with 25 timber pilings.

499 Sombrero – 499 Sombrero Beach Rd. Marathon, FL

Luisa FitzPatrick

Contract #: 23-2400

Initiated: Sept 06 2023

Contract Amount: \$63,950.00

Completed: Sept 25 2023

The scope for this project was to remove and replace a residential dock and walkway with a new dock and walkway with the addition of a floating kayak dock. LPS installed a 428 square foot wood dock with 16 timber pilings and a 120 square foot floating kayak dock.

7942 Gulfstream – 7942 Gulfstream Marathon, FL

Manny Sanchez

Contract #: 23-2200

Initiated: July 12 2023

Contract Amount: \$63,950.00

Completed: Aug 18 2023

The scope of this project was to remove and replace a residential dock and walkway and install a new timber frame dock. LPS installed a 537 square foot wood dock with composite decking and fiberglass grates and 29 timber pilings.

255 Pescayo – 255 Pescayo Ave Marathon, FL

Guillermo Torres

Contract #: 23-2100

Initiated: May 11 2023

Contract Amount: \$54,286.00

Completed: June 23 2023

The scope of this project was to construct a residential dock and walkway with private mooring. LPS installed a 500 square foot wood dock with composite decking and 23 timber pilings.

100 Pirates Cove – 100 Pirates Cove Stirrup Key Marathon, FL

Butch Mitchell

Contract #: 23-1800

Initiated: Aug 21 2023

Contract Amount: \$79,900.00

Completed: Aug 31 2023

The scope of this project was to demo and dispose of a swim platform and walkway and construct an observation platform with walkway. LPS installed a 480 square foot timber framed observation platform and walkway with composite decking, fiberglass grating, and 23 timber pilings.

237 Pescayo – 237 Pescayo Ave Marathon, FL

Ricardo Galvez

Contract #: 23-1700

Initiated: Apr 22 2023

Contract Amount: \$52,500.00

Completed: May 11 2023

The scope of this project was to construct a residential dock and walkway with private mooring. LPS installed a 517 square foot wood dock with 21 timber pilings.



11900 2nd Ave Gulf – 11900 2nd Ave Gulf Marathon, FL

Keith Simpson

Contract #: 23-1600

Initiated: June 12 2023

Contract Amount: \$89,820.00

Completed: July 15 2023

The scope of this project was to demolish and dispose of wood dock and mooring piles, and construct a new residential dock and walkway with private mooring. LPS installed a 347 square foot wood dock with fiberglass grating and 25 - 12"x12" precast concrete pilings.

247 Pescayo – 247 Pescayo Ave Marathon, FL

Mike Torres

Contract #: 23-1400

Initiated: May 08 2023

Contract Amount: \$53,672.00

Completed: June 06 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 533 square foot wood dock and 23 timber pilings.

233 Pescayo – 233 Pescayo Ave Marathon, FL

Oscar Fernandez

Contract #: 23-1300

Initiated: April 10 2023

Contract Amount: \$52,146.00

Completed: April 27 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 464 square foot wood dock and 23 timber pilings.

235 Pescayo – 235 Pescayo Ave Marathon, FL

Jorge Ulloa

Contract #: 23-1100

Initiated: April 15 2023

Contract Amount: \$52,500.00

Completed: May 17 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 517 square foot wood dock and 21 timber pilings.

231 Pescayo – 231 Pescayo Ave Marathon, FL

Kim Show

Contract #: 23-1000

Initiated: April 05 2023

Contract Amount: \$53,000.00

Completed: April 27 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 464 square foot wood dock and 23 timber pilings.



245 Pescayo – 245 Pescayo Ave Marathon, FL

Orestes Llorent

Contract #: 23-800

Initiated: May 03 2023

Contract Amount: \$55,000.00

Completed: May 31 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 517 square foot wood dock and 21 timber pilings.

229 Pescayo – 229 Pescayo Ave Marathon, FL

Sean Jennings

Contract #: 23-700

Initiated: March 31 2023

Contract Amount: \$55,000.00

Completed: April 10 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 464 square foot wood dock and 23 timber pilings.

241 Pescayo – 241 Pescayo Ave Marathon, FL

Pete Lugo

Contract #: 23-600

Initiated: April 28 2023

Contract Amount: \$55,000.00

Completed: May 23 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 517 square foot wood dock and 21 timber pilings.

150 Coco Plum – 100 Ave I Slip 47& 48 Coco Plum Key, Marathon, FL

Andre Nedosplov

Contract #: 23-300

Initiated: Sept 01 2023

Contract Amount: \$46,400.00

Completed: Sept 08 2023

The scope of this project was to dredge, demo and dispose of existing finger pier and mooring piles and construct a new finger pier and mooring piles. LPS dredged, dewatered and disposed of 51 cubic yards of spoils, installed a 103 square foot wood dock with 8 timber pilings and installed 8 timber mooring piles.

104 Bimini – 104 Bimini Duck Key, FL

Julie Whitehead

Contract #: 23-200

Initiated: June 01 2023

Contract Amount: \$98,475.00

Completed: June 20 2023

The scope of this project was to demo, dispose, and replace a wood dock and timber piles. LPS demolished and disposed of a wood dock and timber piles and replaced it with a 535 square foot wood dock and 23 timber pilings.



1925 Ave H – 1925 Ave H Marathon, FL

Nick Bucci

Contract #: 22-3500

Initiated: May 18 2023

Contract Amount: \$48,990.00

Completed: June 22 2023

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 422 square foot wood dock and 19 timber pilings.

Willow Lake Estates - Elgin, IL

MHC-Deana Financing Limited Partnership

Contract #: 22-2900

Initiated: Oct 24 2022

Contract Amount: \$966,723.08

Completed: Nov 14 2022

The scope of this project was to restore the seawall at Willow Lake Estates. LPS demolished and disposed of the existing seawall and dock sections and installed 1,781 linear feet of steel seawall and tie backs.

Wellen Park Village K – Wellen Park Village K North Port, FL

Wellen Park LLLP

Contract #: 22-3400

Initiated: Oct 27 2022

Contract Amount: \$24,000,00.00

Completed: Nov 30 2023

The scope of this project was to provide sitework and utility installation for a new housing community. LPS excavated roughly 2,632,000 cubic yards of earth, graded 1,135,124 cubic yards of lots for construction, added and compacted 65,799 cubic yards of shell for road stabilization and installed \$11,099,976 worth of water, sanitation, and storm utilities. This project was completed 2 months ahead of schedule.

1131 Calle Ensenada – 1131 Calle Ensenada Marathon, FL

Oscar Antigua

Contract #: 22-2500

Initiated & Completed: August 2022

Contract Amount: \$66,200.00

The scope of this project was to construct a new residential dock and walkway with private mooring. LPS installed a 470 square foot wood dock and 20 timber pilings.

Coral Lagoon – Coral Lagoon Marina Marathon, FL

Ken Coggins

Contract #: 22-2200

Initiated & Completed: June 2022

Contract Amount: \$40,500.00

The scope of this project was to restore the fueling station area of the marina. LPS removed and replaced existing fender pilings and dredged, dewatered, and disposed of 88 cubic yards of spoils.



154 N Indies – 154 N Indies Dr Duck Key, FL

Pat McLaughlin

Contract #: 22-2100

Initiated & Completed: May 2022

Contract Amount: \$127,385.00

The scope of this project was to rebuild a residential dock and mooring. LPS removed and disposed of existing dock and timber piles, installed 50 timber piles, and installed two wood docks with a footprint of 657 square feet.

261 11th – 261 11th St Marathon, FL

Mike Raymond

Contract #: 22-2000

Initiated & Completed: May 2022

Contract Amount: \$23,800.00

The scope of this project was to install a residential dock. LPS installed a 150 square foot wood dock with 8 timber piles.

Riverside Shoreline – Jensen Beach, FL

Jose Monet - (321) 276-5183

Contract #: 22-1900

Initiated: April 2022

Contract Amount: \$650,134.00

Completed: December 2023

The scope of this project was to restore and rebuild the shoreline adjacent to mobile home development that was being constructed. LPS managed the installation of 1400 cubic yards of rip rap, 146 linear feet of vinyl seawall, and a 564 square foot wood pier with covered overlook.

530 Sombrero – 530 Sombrero Beach Rd Marathon, FL

Sabeth Rodriguez - (305) 951-9397

Contract #: 22-1400

Initiated & Completed: May 2022

Contract Amount: \$61,975.00

The scope of this project was to install a new residential dock. LPS installed 18 timber pilings and 605 square feet of wood dock with premium decking.

538 Sombrero – 538 Sombrero Beach Rd Marathon, FL

Arlene Rodriguez - (305) 725-6222

Contract #: 22-1300

Initiated & Completed: May 2022

Contract Amount: \$65,129.00

The scope of this project was to install a new residential dock. LPS installed 22 timber pilings and 493 square feet of wood dock with premium decking.



800 10th – 800 10th Key Colony Beach, FL

Robby Blanchard

Contract #: 22-900

Initiated & Completed: May 2022

Contract Amount: \$202,700.00

The scope of this project was to rebuild a residential dock and seawall. LPS removed and disposed of existing seawall, wood dock, and timber pilings, installed 75 linear feet of vinyl seawall sheets with a concrete cap, 16 – 12"x12" concrete dock pilings and a 375 square foot timber framed dock.

220 15th St – 220 15th St Circle Key Colony Beach, FL

Dennis Klima

Contract #: 22-800

Initiated & Completed: April 2022

Contract Amount: \$18,000.00

The scope of this project was to rebuild a residential dock. LPS removed and disposed of existing wood dock, and timber pilings, installed 310 square foot wood framed dock and 14 - 12" diameter timber dock pilings.

11175 CR 905 – Key Largo, FL

Wilhelmus Marcellus Van Der Vlugt

Contract #: 22-500

Initiated & Completed: March 2022

Contract Amount: \$626,150.00

The scope of this project was to rebuild a residential boat basin. LPS removed and disposed of existing 380 linear foot concrete seawall and steel sheet piling and replaced with a new 380 linear feet of steel sheet piling and concrete cap. We also restored 125 cubic yards of backfill and 150 cubic yards of rip rap.

2001 Sombrero – 2001 Sombrero Beach Rd. Marathon, FL

Trip Textoris

Contract #: 22-300

Initiated & Completed: Feb 2022


Contract Amount: \$81,620.00

The scope of this project was to rebuild a residential dock. LPS removed and disposed of existing wood dock and timber mooring pilings, installed 692 square foot wood framed dock and 14 - 12"x12" precast concrete dock pilings.

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: 

Sworn and subscribed before me this 26TH day of AUGUST, 2024.

NOTARY PUBLIC, State of FLORIDA at Large



My Commission Expires: 7-26-27



ADAM GILES
Notary Public
State of Florida
Comm# HH426294
Expires 7/26/2027

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: 

Sworn and subscribed before me this

26TH day of AUGUST, 2024.


NOTARY PUBLIC, State of Florida at Large



ADAM GILES
Notary Public
State of Florida
Comm# HH426294
Expires 7/26/2027

My Commission Expires: 7-26-27

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 Bid for _____
ITB # 24-014 Spencer's Boat Yard Seawall

2. This sworn statement is submitted by LPS Utilities, Inc. DBA LPS Contracting
(Name of entity submitting sworn statement)

whose business address is 300 Sadowski Causeway Suite #309 Key Colony Beach, FL 33051

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
47-1979143

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

3. My name is Jennifer Wilson
(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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.)

JWL
(Signature)

8/26/24
(Date)

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

JENNIFER WILSON who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 26TH day of AUGUST, 2024.

My commission expires:



ADAM GILES
Notary Public
State of Florida
Comm# HH426294
Expires 7/26/2027

Adam Giles
NOTARY PUBLIC


INDEMNIFICATION

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

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

CONTRACTOR: LPS Utilities, Inc. DBA LPS Contracting SEAL:

300 Suite #309 Key Colony Beach, FL 33051
Address


Signature

Jennifer Wilson
Print Name

President
Title

DATE: 8/26/24



AEC Details

City of Key West

Registration Number
AEC36050

Company: **LPS UTILITIES, INC DBA LPS CONTRACTING (CGC)**

Phone 1: **(305)240-9882**

Status: **ACTIVE**

Address: **MULLAR BRANDON E (QUALIFIER)**

City, State ZipCode: **KEY COLONY BEACH , FL 33051**

Phone 2: **(305)240-9882**

Issued: **5/24/2024**

Type: **CONTRACTOR DBPR STATE CERTIFIED**

Subtype: **GENERAL CONTRACTOR**

Phone 3:

Expires: **12/31/2099**

Website:

Email: **info@lps-contracting.com**

Fax:

Trust Account No. **CTAAEC36050**

Business Agency:

Business No.

Bus Lic Issued:

Bus Lic Expires:

Notes:

INSURANCE

NAMETYPE	CARRIER	CARRIER PHONE	POLICY NO	POLICY ISSUE	POLICY EXPIRE
LIABILITY			NY22MPK15772801	5/24/2024	7/2/2024
WORKERS COMP			202301-12-61-44-5Y	5/24/2024	7/27/2024

CONTACTS

NAMETYPE	NAME	ADDRESS1	CITY	STATE	ZIP	PHONE	FAX	EMAIL
QUALIFIER- CONTRACTORS ONLY	MULLAR BRANDON							

CHRONOLOGY ACTIONS

ACTION TYPE	ACTION BY	ACTION DATE	COMPLETED DATE
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FINANCIAL INFORMATION

DESCRIPTION	QUANTITY	PAID DATE	AMOUNT	PAID BY	PAY METHOD	ACCOUNT
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TRUST ACCOUNT

TRANSDATE	USERID	DESCRIPTION	AMOUNT	PAID BY	DATE POSTED	RECEIPT NO	PAY METHOD	CHECK NO	COMMENTS
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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. Principal 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 principal 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 Bids.
 - 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 LPS Utilities Inc. DBA LPS Contracting Phone: (305) 240-9882

Current Local Address: 300 Sadowski Cswy. Key Colony Beach, Fax: _____
(P.O Box numbers may not be used to establish status) FL 33051

Length of time at this address: 6 years

[Signature] Date: 8/26/24
Signature of Authorized Representative

STATE OF FLORIDA COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 26TH day of AUGUST, 2024.

By JENNIFER WILSON PRESIDENT, of LPS UTILITIES INC. DBA LPS CONTRACTING
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification DRIVER'S LICENSE as identification.
(Type of identification)

[Signature]
Signature of Notary

ADAM GILES
Print, Type or Stamp Name of Notary

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



ADAM GILES
Notary Public
State of Florida
Comm# HH426294
Expires 7/26/2027

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that the firm of LPS Utilities Inc DBA LPS Contracting 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

26TH Day of AUGUST, 2024.





ADAM GILES
Notary Public
State of Florida
Comm# HH426294
Expires 7/26/2027

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 7-26-27

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**


Respondent Vendor Name: LPS Utilities, Inc. DBA LPS Contracting
Vendor FEIN: 47-1979143
Vendor's Authorized Representative Name and Title: Jennifer Wilson - President
Address: 300 Sadowski Causeway Suite #309
City: Key Colony Beach State: Florida Zip: 33051
Phone Number: 305-240-9882
Email Address: info@lps-contracting.com

SECTION 287.135(2)(A), FLORIDA STATUTES, PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OF ANY AMOUNT IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, CREATED PURSUANT TO SECTION 215.4725, FLORIDA STATUTES, OR IS ENGAGED IN A BOYCOTT OF ISRAEL. SECTION 287.135(2)(B), FLORIDA STATUTES, FURTHER PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OVER ONE MILLION DOLLARS (\$1,000,000) IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, BOTH CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES, OR THE COMPANY IS ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY: Jennifer Wilson President
PRINT NAME *PRINT TITLE*

WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.

Authorized Signature: 

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 Bid filled in, using blue ink. [✓]
3. Total and unit prices added correctly and attached Schedule of Values [✓]
4. Addenda acknowledged. [✓]
5. Subcontractors are named as indicated in the Bid. [✓]
6. Experience record included. [✓]
7. Bid signed by authorized officer and notarized. [✓]
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 the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]



P.O. Box 510802 Key Colony Beach, Florida 33051

305-240-9882

www.lps-contracting.com

CGC1516588

CUC1224542

Addenda

ITB # 24-014

Spencer's Boatyard Seawall



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO.

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 Invitation To Bid (ITB #24-014 Spencer's Boat Yard Seawall) package is hereby amended in accordance with the following items:

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 with Attachment by submitting the signed addendum with their bid. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in blue ink, appearing to be "JAC", is written over a horizontal line.

Signature

LPS Utilities, Inc. DBA LPS Contracting

Name of Business

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES**

Entity/Vendor Name: LPS Utilities, Inc. DBA LPS Contracting
Vendor FEIN: 47-1979143
Vendor's Authorized Representative: Jennifer Wilson - President
(Name and Title)
Address: 300 Sadowski Causeway Suite #309
City: Key Colony Beach State: Florida Zip: 33051
Phone Number: 305-240-9882
Email Address: info@lps-contracting.com


As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Jennifer Wilson, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 
Print Name: Jennifer Wilson
Title: President



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 2

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 Invitation to Bid (ITB #24-014 Spencer's Boat Yard Seawall) package is hereby amended in accordance with the following items:

Question 1:

Page 3 of the ITB says there's a part 4 and part 5 of the bid documents containing 33 pages of information. Those pages are not included in the ITB or any other file provided in the solicitation. Will both parts 4 and 5 be issued to bidders?

Response to Question 1:

Part 4- General Requirements & Scope of Work and Part 5- Attachments are not applicable to this bid. General Requirements and Scope of Work and Attachments are included in the construction Documents.

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



Signature

LPS Utilities, Inc. DBA LPS Contracting

Name of Business



P.O. Box 510802 Key Colony Beach, Florida 33051

305-240-9882

www.lps-contracting.com

CGC1516588

CUC1224542

Schedule of Values

ITB # 24-014

Spencer's Boatyard Seawall



**ITB #24014 Spencer's Boatyard
Schedule of Values**

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
101-1	MOBILIZATION	LS	1	\$ 614,214.74	\$ 614,214.74
104-10-3	SEDIMENT BARRIER	LF	190	\$ 4.50	\$ 855.00
104-11	FLOATING TURBIDITY BARRIER	LF	218	\$ 15.00	\$ 3,270.00
110-3	REMOVAL OF EXISTING STRUCTURES	SF	546	\$ 85.00	\$ 46,410.00
110-4-10 (SF)	REMOVAL OF EXISTING CONCRETE (WALL CAP, WALL F, & FUEL PAD)	SF	449	\$ 77.95	\$ 35,000.00
110-82	REMOVE & DISPOSE OF STRUCTURAL TIMBER	MB	1.7	\$ 4,720.00	\$ 8,024.00
120-5	CHANNEL EXCAVATION	CY	126.6	\$ 52.26	\$ 6,616.12
120-6	EMBANKMENT	SF	15	\$ 30.00	\$ 450.00
121-70	FLOWABLE FILL	CY	53.6	\$ 250.00	\$13,400.00
125-1	EXCAVATION FOR STRUCTURES	CY	340.1	\$ 350.00	\$ 119,035.00
210-2	LIMEROCK-NEW MATERIAL FOR REWORKING BASE	CY	10.5	\$ 285.00	\$ 2,992.50
400-2-10	CONCRETE CLASS II, APPROACH SLABS	CY	24.8	\$ 4,000.00	\$ 99,200.00
400-4-5	CONCRETE CLASS IV, SUBSTRUCTURE	CY	32.4	\$ 5,600.00	\$ 181,440.00
400-4-11	CONC CLASS IV, RETAINING WALLS	CY	124.4	\$ 2,500.00	\$ 311,000.00
415-3-5	LOW-CARBON CHROMIUM REINFORCING STEEL, SUBSTRUCTURE	LB	7517	\$ 1.82	\$ 13,680.94
455-34-1	PRESTRESSED CONCRETE PILING, 12" SQ.	LF	374	\$ 97.00	\$ 36,278.00
455-143-1	TEST PILES- PRESTRESSED CONCRETE, 12" SQ.	LF	32	\$ 105.00	\$ 3,360.00
470-1	TREATED TIMBER, STRUCTURAL	MB	1.6	\$ 13,882.50	\$ 22,212.00
999-0-1	RETAINING WALL SYSTEM, TRULINE 800 SERIES	LF	189	\$ 800.00	\$ 151,200.00
999-0-2	ROUND TIMBER PILES – 10" DIAMETER PT TIMBER	LF	340	\$ 74.00	\$ 25,160.00
999-0-3	STORAGE AND HANDLING OF FUEL TANK ASSEMBLY	LS	1	\$ 15,000.00	\$ 15,000.00
999-0-4	STAINLESS STEEL CLAD REINFORCING STEEL	LB	15381	\$ 8.00	\$ 123,048.00
999-0-5	DRIVEN STEEL PIN PILE	LF	3990	\$ 32.23	\$ 128,597.70
999-0-6	TEMPORARY COFFERDAM	LS	1	\$26,000.00	\$26,000.00
Bid Total					\$1,986,444.00



P.O. Box 510802 Key Colony Beach, Florida 33051

305-240-9882

www.lps-contracting.com

CGC1516588

CUC1224542

Bid Proposal Form

ITB # 24-014

Spencer's Boatyard Seawall

NOTE TO BIDDER: Use preferably BLUE ink for completing this BID form.

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: **Spencer's Boat Yard Seawall**
ITB# 24-014

Bidder's contact person for additional information on this BID:

Company Name: LPS Utilities Inc DBA LPS Contracting
Contact Name & Telephone #: Adam Giles (305) 240-9882
Email Address: info @ LPS-Contracting.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION

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 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 TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 180 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 \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

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

SALES AND USE TAXES

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

LUMP SUM

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represents a true measure of the labor and materials 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.

Spencer's Boat Yard Seawall:

LUMP SUM REMOVAL AND REPLACEMENT OF ENTIRE SEAWALL PER CONSTRUCTION DRAWINGS.

\$ 1,986,444.00

In Words:

One million NINE Hundred Eighty-Six Thousand Four Hundred Forty four Dollars & zero Cents

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

<u>Project Management</u>	<u>Demolition</u>
<u>Excavation</u>	<u>Piling Installation</u>
<u>Dredging</u>	<u>Concrete forming</u>
<u>Seawall Installation</u>	<u>Reinforcement Installation</u>
	<u>Timber Dock Construction</u>

Total Lump Sum Bid:

\$ 1,986,444.00

In Words:

One Million Nine Hundred Eighty-Six Thousand Four Hundred Forty four Dollars & zero Cents

SUBCONTRACTORS

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

Florida Keys Concrete Pumping
Name
10727 3RD Ave. Gulf, Marathon, Florida, 33050
Street City State Zip

Cristian Landscaping
Name
P.O. Box 501374, Marathon, Florida, 33050
Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

SURETY

THE OHIO CASUALTY INSURANCE COMPANY whose address is
175 Berkeley Street, Boston, MA, 02116
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

LPS Utilities Inc. DBA LPS Contracting doing business at
300 SADOWSKI CSWY # 309
P.O. Box 510802, KEY COLONY BEACH, FLORIDA, 33051
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:

Jennifer Wilson

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 28 day of August 2024.

JAW

Signature of Bidder

President

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 _____ 2024.

(SEAL)

Name of Corporation

By

Title

Attest

Sworn and subscribed before this 28TH day of AUGUST, 2024


NOTARY PUBLIC, State of FLORIDA, at L



ADAM GILES
Notary Public
State of Florida
Comm# HH426294
Expires 7/26/2027

My Commission Expires: 7-26-27



P.O. Box 510802 Key Colony Beach, Florida 33051

305-240-9882

www.lps-contracting.com

CGC1516588

CUC1224542

Bid Bond

ITB # 24-014

Spencer's Boatyard Seawall



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

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

Certificate No: 8205265-964011

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Shawn A. Burton

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2021.



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

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of August, 2024.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



P.O. Box 510802 Key Colony Beach, Florida 33051

305-240-9882

www.lps-contracting.com

CGC1516588

CUC1224542

State and Local Authorization to Transact Business

ITB # 24-014

Spencer's Boatyard Seawall

**2024 / 2025
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2025**

Business Name: LPS CONTRACTING

RECEIPT# 30140-121947

Owner Name: LPS UTILITIES INC, JENNIFER WILSON,
Mailing Address: BRANDON MULLAR - QUALIFIER, TRENT T
PO BOX 1052
WOODSTOCK, IL 60098

Business Location: MO CTY
KEY WEST, FL 33040
Business Phone: 815-337-7220
Business Type: CONTRACTOR (CERTIFIED GENERAL &
UNDERGROUND UTILITY & EXCAVATION)

Employees 5

STATE LICENSE: CGC1516588/CUC1224542/CGC15

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid WRB-23-00075791 07/08/2024 20.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY
PLANNING, ZONING AND
LICENSING
REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129

EXPIRES SEPTEMBER 30, 2025

Business Name: LPS CONTRACTING

RECEIPT# 30140-121947

Owner Name: LPS UTILITIES INC, JENNIFER WILSON,
Mailing Address: BRANDON MULLAR - QUALIFIER, TRENT T
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20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid WRB-23-00075791 07/08/2024 20.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hausman Kunkel, Inc. 40 S. Prospect Roselle IL 60172	CONTACT NAME: PHONE (A/C. No. Ext): 630-894-7510		FAX (A/C. No): 630-894-4333
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Navigators Specialty Ins Co	36056
INSURED LPS Utilities 3509 Lily Pond Road Woodstock IL 60098		INSURER B : Progressive Express	10193
		INSURER C : Evanston Insurance Company	35378
		INSURER D : Markel Insurance Company	38970
		INSURER E : American Longshore Mutual Asso	524126
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 680558521


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NY23MPK15772801	7/2/2024	7/2/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			03217826	1/27/2024	1/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NY223LIA15772802	7/2/2024	7/2/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	ALMA02275-06	7/27/2024	7/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Equipment Floater OM Equipment Floater IM			9CD9899-4 MKLM3IM0054950	7/2/2024 6/27/2024	7/2/2025 6/27/2025	626,766 433,759

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Key West 1300 White Street Key West FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MULLAR, BRANDON EDWARD

LPS CONTRACTING
324 E SEAVIEW DR
DUCK KEY FL 33050

LICENSE NUMBER: CGC1516588

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/08/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MULLAR, BRANDON EDWARD

LPS CONTRACTING
324 E SEAVIEW DR
DUCK KEY FL 33050

LICENSE NUMBER: CUC1224542

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/08/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





P.O. Box 510802 Key Colony Beach, Florida 33051

305-240-9882

www.lps-contracting.com

CGC1516588

CUC1224542

Contract Forms

ITB # 24-014

Spencer's Boatyard Seawall

CONTRACT

This Contract, made and entered into this _____ day of _____ 2024,
by and between the CITY OF KEY WEST, hereinafter called the "Owner", and _____

hereinafter called the "Contractor".

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB # 24-014 SPENCER'S BOATYARD SEAWALL Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____ 2024, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within 180 days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor fails 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 at a rate of \$1,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ Day of _____, A.D., 2024.

CITY OF KEY WEST

By

Attest

City Manager

Title

CONTRACTOR

By

Attest

Title

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices, at _____

hereinafter called the CONTRACTOR, (Principal), and _____

with offices, at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____),
lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2024, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR’S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids),

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

_____ Attest

SURETY

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

Spencer’s Boat Yard Seawall #24-014

attached hereto, with the CITY, dated _____, 2024, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the permit form, coral relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid,

instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORS in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contractor

(Seal)
By

Attest

SURETY

(Seal)
By

Attest