



C O N S T R U C T I O N G R O U P

TRANSMITTAL

Included: _____

Drawings:

Specifications:

Correspondence:

Submittal:

Proposal:

For Your: _____

Approval:

Review/Comment:

Use:

Return:

Sent Via: _____

Fed-Ex, UPS, USPS:

Overnight:

Fax:

Hand Delivered:

Date: Wednesday, August 28,2024

To: City of Key West

Company: Office of the City Clerk

Address: 1300 White Street, Key West, FL 33040

Email: N/A

Project: Spencer's Boat Yard Seawall

Description: Seawall

Remarks: Please find the original copy of our
BID submittal enclosed with (2) copies on Flash Drives.

Regards,

Chelsea Pita
Project Administrator
Marino Construction Group, Inc.
7025 Shrimp Rd., #2E
Key West, FL 33040
cpita@marino-construction.com
305-259-5269 ex.403



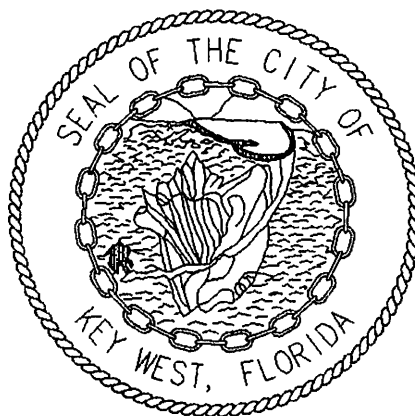
C O N S T R U C T I O N G R O U P

Spencer's Boat Yard Seawall
ITB#24-014

Bid Submission

Bidder: Marino Construction Group, Inc.
CGC #021647

CONTRACT DOCUMENTS FOR:



ITB # 24-014
SPENCER'S BOAT YARD SEAWALL
July 2024

MAYOR: TERI JOHNSTON

COMMISSIONERS:

LISSETTE CAREY

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARY LOU HOOVER

PREPARED BY:
City of Key West
Engineering Department

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

For

SPENCER'S BOATYARD SEAWALL

CONSISTING OF:

BID REQUIREMENTS

CONTRACT FORMS

CONDITIONS OF THE CONTRACT

GENERAL REQUIREMENTS

DRAWINGS

KEY WEST, FLORIDA

July 2024

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PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB #24-014 Spencer's Boatyard Seawall, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on **August 28, 2024** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled "Bidding Requirements" and "Contract Forms". The bid package is to be enclosed in a sealed envelope, clearly marked on the outside "ITB # 24-014 Spencer's Boat Yard Seawall addressed and delivered to the City Clerk at the address noted above.

The proposed project consists of providing all labor, equipment, and materials to remove and replace the entire seawall located at Spencer's Boat Yard. The scope of work (SOW) is the Construction Plans, Specifications, Notes and all referenced Codes and Standard Plans referenced within these Contract Documents.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

Pre-bid meeting: There will be no pre-bid meeting. Please submit questions to eaugst@cityofkeywest-fl.gov prior to August 10, 2024.

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

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

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates:

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

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

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

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Code of Silence, to Eric Augst, Senior Construction Manager, at eaugst@cityofkeywest-fl.gov. The deadline for requests is one week before bid opening.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the CITY Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The CITY may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CITY. The CITY may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the CITY.

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

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

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

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

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

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

5. TYPE OF BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade/type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment. A 5% allowance should be included among the line items.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLUE ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

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

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

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided, therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with

the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his Bid his experience record showing his experience and expertise in the specified work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State of Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner and name of Owner's contact person and phone number.
6. Designer and name of Designer's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

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

Anti-Kickback Affidavit
Non-Collusion Affidavit
Public Entity Crimes Form
Indemnification Form
City of Key West Business License Tax Receipt
Local Vendors Form
Domestic Partnership Affidavit
Cone of Silence Affidavit
Vendor Certification Regarding Scrutinized Companies Lists
Bidders' Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package. File name shall include company name.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (SPENCER'S BOATYARD SEAWALL ITB #24-014) without being opened and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

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

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

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

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

11. RETURN OF BID SECURITY

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

12. AWARD OF CONTRACT

Within 90 calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids.

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

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

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

17. TIME OF COMPLETION

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

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Bid.

The term of this contract will not exceed **180** calendar days.

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: Marino Construction Group, Inc.
Contact Name & Telephone #: Adrian Pettit 315-262-6181
Email Address: apettit@marino-construction.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.

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:

Coral construction Company
Name
PO BOX 500582 Marathon FL 33050
Street City State Zip

Name

Street City State Zip

Bella Construction of Key West, Inc.
Name
35 Diamond Drive Key West FL 33040
Street City State Zip

Check Electric LLC.
Name
3255 Flagler Ave. Key West FL 33040
Street Units 303 & 304 City State Zip

SURETY

Travelers Casualty & Surety Company of America whose address is
One Tower Square Hartford CT 06183
Street City State Zip

Spencer's Boat Yard Seawall:

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

\$ 2,297,315.73

In Words:

Two Million Two Hundred Dollars & Seventy-Three Cents
Ninety-Seven Thousand
Three Hundred Fifteen

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.)

Sediment Barrier \$ 8,000.00

Dock Demo and Build \$ 57,800.00

Total Lump Sum Bid: \$ 65,800.00

In Words:

Sixty-Five Thousand Dollars & zero Cents
Eight Hundred

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK <u>Spencer Boat Yard</u>	C SCHEDULED VALUE	D		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			WORK COMPLETED		FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
Div. 1	Mobilization/Demobilization	\$10,000.00					\$0.00	0.00%	\$10,000.00	\$0.00	
Div. 1	General Conditions	\$320,580.00					\$0.00	0.00%	\$320,580.00	\$0.00	
Div. 2	General Site Work and Demolition	\$122,640.00					\$0.00	0.00%	\$122,640.00	\$0.00	
Div. 3	Concrete	\$550,200.00					\$0.00	0.00%	\$550,200.00	\$0.00	
Div. 6	Rough and Finish Carpentry	\$92,300.60					\$0.00	0.00%	\$92,300.60	\$0.00	
Div. 10	Specialities	\$0.00					\$0.00	0.00%	\$0.00	\$0.00	
	Retaining Wall	\$181,440.00					\$0.00	0.00%	\$181,440.00	\$0.00	
	Driven Steel Pin Pile	\$239,400.00					\$0.00	0.00%	\$239,400.00	\$0.00	
	Fuel Tank	\$10,000.00					\$0.00	0.00%	\$10,000.00	\$0.00	
	Temporary Cofferdam	\$55,000.00					\$0.00	0.00%	\$55,000.00	\$0.00	
Div. 16	Electrical	\$5,000.00					\$0.00	0.00%	\$5,000.00	\$0.00	
	Liability, P&P Bond	\$131,025.61					\$0.00	0.00%	\$131,025.61	\$0.00	
	OH/Fee	\$419,281.96					\$0.00	0.00%	\$419,281.96	\$0.00	
	Permit	\$81,119.53					\$0.00	0.00%	\$81,119.53	\$0.00	
	5% Allowance	\$79,328.03					\$0.00	0.00%	\$79,328.03	\$0.00	
GRAND TOTALS		\$2,297,315.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,297,315.73	\$0.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

BIDDER

The name of the Bidder submitting this Bid is

Manino Construction Group, Inc. doing business at
7025 Shrimp Rd Key West FL 33040
Street Suite 2E 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:

Michael Manino, President
Angela Manno, Vice President
Matah Persaud, CEO

If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 27th day of August 2024.

(SEAL)

Marino Construction Group, Inc.

Name of Corporation

By

CEO

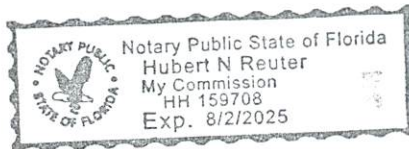
Title

Attest

Sworn and subscribed before this 27th day of August, 2024

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: 8/2/25





Recent Large-Scale Projects

- Coco Vista Apartments: Multi-Family Affordable Housing- 109 Units; \$25.5M- In Progress; Managing Contractor
- Lofts at Bahama Village Buildings A & B: Multi-Family Affordable Housing- 98 Units; \$25M- In Progress; General Contractor of Record
- Perry Hotel Naples: 7 Story 160 Room Hotel; \$47M- In Progress; General Contractor of Record
- Seahorse Cottages: Affordable Housing- 31 Units; \$2.7M- Completed 10/2023; General Contractor of Record
- Wrecker's Cay Apartments: Multi- Family Affordable Housing- 280 Units; \$50M- Completed 6/2023; Managing Contractor
- Carriage Trade Artist Residences-\$2.1M- Completed 10/2023; General Contractor of Record
- Marathon International Airport Terminal Re-Roof Rehabilitation- \$1.8M- Completed 8/2022 General Contractor of Record
- Marathon International Airport Hangar Rehabilitation- \$500K- Completed 3/2022 General Contractor of Record
- Quarry Storage/Storquest- Storage Facility- \$5M- Completed 9/2021; General Contractor of Record
- Quarry Phase III: Multi-Family Affordable Housing – 57 Units; \$12.5M - Completed 11/2021 General Contractor of Record
- Marty's Place: Multi-Family Affordable Housing – 47 Units; \$1.5M - Completed 3/2021 Managing Contractor; Scope: Project Management, Carpentry, Drywall, Stucco, Accessories
- Quarry Phase I & II: Multi-Family Affordable Housing – 208 Units; \$6.6M - Completed 10/2019 Major Subcontractor; Scope: Carpentry, Drywall, Framing, Stucco, Accessories
- Stock Island Marina Village: Utility Expansion; \$75k – Completed 12/2019 General Contractor of Record
- Hampton Inn Suites: Renovation & Property Conversion – 101 Units; \$7.3M – Completed 1/2020 General Contractor of Record

- Stock Island Marina Village: Phase 3 Development; \$9.5M – Completed 12/2019
- General Contractor of Record
- Hyatt Vacation Club Sales Center: Interior Renovations; \$2.5M – Completed 8/2017
General Contractor of Record
- The Perry Hotel Key West: New Construction – 100 Units; \$5.5M – Completed 10/2017 Joint Venture with Charley Toppino & Sons, Inc.; Scope: Project Management, Carpentry, Interior Finishes
- Hyatt Centric Key West: Interior Renovations – 118 Units; \$562k – Completed 10/2016
General Contractor of Record
- The Gates Hotel: Interior and Exterior Remodel – 100 Units; \$4M – Completed 2015
General Contractor of Record
- Stock Island Marina Village: Phase I – Marina Complex (Docks, Service Buildings, Site Work) Joint Venture with Charley Toppino & Sons, Inc; \$15M – Completed 2013; Scope: Project Management
- Coconut Beach Resort: Exterior Renovations; \$1.5M – Completed 2011
General Contractor of Record
- Holiday Inn Express - Marathon, FL: New Construction – 134 Units; \$7M – Completed 2010
General Contractor of Record
- Coconut Beach Resort: Interior Renovations - 50 Units; \$1.5M – Completed 2009
General Contractor of Record
- Orchid Key Inn Key West: Complete Remodel – 24 Units; \$2M – Completed 2008
General Contractor of Record

FLORIDA BID BOND

BOND NO. N/A
AMOUNT: \$ Five Percent of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that _____

Marino Construction Group, Inc.

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

_____ a corporation duly organized under the laws of the State of Connecticut

having its principal place of business at One Tower Square, Hartford, CT 06183

_____ in the State of Connecticut,

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

City of Key West

hereinafter called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted
DOLLARS (\$ Five Percent of Bid Proposal Submitted) for the payment for which we bind ourselves,
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for
ITB # 24-014/ SPENCER'S BOATYARD SEAWALL said Bid, by reference thereto, being
hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for

the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the Contract Documents, entitled:

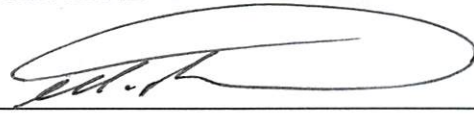
ITB # 24-014 / SPENCER'S BOATYARD SEAWALL

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 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 base bid, satisfactory to the CITY, 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 23 day of August, 2024.

PRINCIPAL Marino Construction Group, Inc.



By
Travelers Casualty and Surety Company of America
SURETY



By William L. Parker, Attorney in Fact & FL Res Agent

STATE OF Florida)
: SS
COUNTY OF Monroe)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casually and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint William L. Parker of MIAMI Florida, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casually and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23 day of August, 2024



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



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

Marino Construction Group
Name of Business



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.

Signature

Marino Construction Group

Name of Business

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

Entity/Vendor Name: Marino Construction Group Inc.
Vendor FEIN: 65-0823279
Vendor's Authorized Representative: Matah Persaud, CEO
(Name and Title)
Address: 7025 Shrimp Rd, Suite 2E
City: Key West State: FL Zip: 33040
Phone Number: 305 359 5269
Email Address: mpersaud@marino-construction.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: Matah Persaud, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 
Print Name: Matah Persaud
Title: CEO

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
COUNTY OF Monroe) : SS

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: [Signature]
Matah Persaud, CEO

Sworn and subscribed before me this 27th day of August, 2024.

NOTARY PUBLIC, State of FL at Large

My Commission Expires:

[Signature]



NON-COLLUSION AFFIDAVIT

STATE OF Florida)
COUNTY OF Monroe) : SS

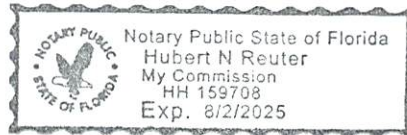
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection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

By: 

Sworn and subscribed before me this

27 day of August, 2024.


NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 8/2/25

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 Spencer's Boat
Yard Seawall

2. This sworn statement is submitted by Marino Construction
Group Inc. (Name of entity submitting sworn statement)

whose business address is 7025 Shrimp Rd. Suite 2E
Key West, FL 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
65-0823279

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement N/A

3. My name is Matah Persaud
(Please print name of individual signing)

and my relationship to the entity named above is as CEO

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

- 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.)

[Signature]
(Signature)

08/27/24
(Date)

STATE OF FL

COUNTY OF Monroe

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 27 day of August, 2024.

My commission expires:

[Signature]
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: Marino Construction Group SEAL:

7025 Shrimp Rd Suite 2E
Address


Signature

Matak Persaud
Print Name

CEO
Title

DATE: 08/27/24



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 Marino Construction Group, Inc Phone: 305-359-5269

Current Local Address: 7025 Shrimp Rd, Suite 2E Fax: _____
Key West, FL 33040
 (P.O. Box numbers may not be used to establish status)

Length of time at this address: 5 years

[Signature] Date: 08/27/24

Signature of Authorized Representative

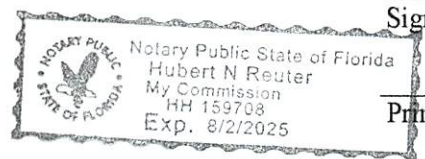
STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 27th day of August, 2024.

By Matah Persaud, of Marino Construction Group, Inc
 (Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification.
 (Type of identification)

[Signature]
 Signature of Notary



Hubert N Reuter
 Print, Type or Stamp Name of Notary

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

 Title or Rank

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Marino Construction Corp have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

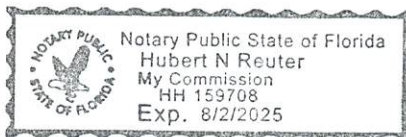
Sworn and subscribed before me this

27th Day of August, 2024.

[Signature]

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: slabs




**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: <u>Maiano Construction Group Inc.</u>	
Vendor FEIN: <u>65-0823279</u>	
Vendor's Authorized Representative Name and Title: <u>Matah Persaud</u>	
Address: <u>7025 Shrimp Rd, Suite 2E</u>	
City: <u>Key West</u>	State: <u>Florida</u> Zip: <u>33040</u>
Phone Number: <u>305-359-5269</u>	
Email Address: <u>mpersaud@maiano-construction.com</u>	

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: <u>Matah Persaud</u> <u>CEO</u>	
<i>PRINT NAME</i>	<i>PRINT TITLE</i>
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. [X]
2. All blank spaces in Bid filled in, using blue ink. [X]
3. Total and unit prices added correctly and attached Schedule of Values [X]
4. Addenda acknowledged. [X]
5. Subcontractors are named as indicated in the Bid. [X]
6. Experience record included. [X]
7. Bid signed by authorized officer and notarized. [X]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [X]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [X]
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. [X]
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. [X]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [X]

PART 2

CONTRACT FORMS

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



C O N S T R U C T I O N G R O U P

Additional Information



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

MARINO, MICHAEL JAMES

MARINO CONSTRUCTION GROUP INC
7025 SHRIMP RD
2E
KEY WEST FL 33040

LICENSE NUMBER: CGC021647

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/20/2024

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.





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Detail by Entity Name

Florida Profit Corporation
MARINO CONSTRUCTION GROUP, INC.

Filing Information

Document Number	P97000092251
FEI/EIN Number	65-0823279
Date Filed	10/27/1997
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/20/2019
Event Effective Date	NONE

Principal Address

824 Shavers Lane
KEY WEST, FL 33040

Changed: 01/13/2015

Mailing Address

PO BOX 1706
KEY WEST, FL 33041

Changed: 11/11/2010

Registered Agent Name & Address

MARINO, MICHAEL J
824 Shavers Lane
KEY WEST, FL 33040

Address Changed: 01/13/2015

Officer/Director Detail

Name & Address

Title DPST

MARINO, MICHAEL J
824 Shavers Lane
KEY WEST, FL 33040

Title SV

MARINO, ANGELA KAY
824 Shavers Lane
KEY WEST, FL 33040

Title CEO

Persaud, Matah S
PO Box 1706
Key West, FL 33041

Annual Reports

Report Year	Filed Date
2022	01/31/2022
2023	02/03/2023
2024	03/06/2024

Document Images

03/06/2024 -- ANNUAL REPORT	View image in PDF format
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05/09/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
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01/10/2011 -- ANNUAL REPORT	View image in PDF format
11/11/2010 -- REINSTATEMENT	View image in PDF format
01/08/2009 -- ANNUAL REPORT	View image in PDF format
04/07/2008 -- Name Change	View image in PDF format
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[10/27/1997 -- Domestic Profit Articles](#)

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**2023 / 2024
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2024**

Business Name: MARINO CONSTRUCTION GROUP INC

RECEIPT# 30140-105410

Owner Name: MICHAEL J MARINO PRES
Mailing Address: PO BOX 1706
KEY WEST, FL 33041

Business Location: 7025 SHRIMP RD STE 2E
KEY WEST, FL 33040
Business Phone: 305-359-5269
Business Type: CONTRACTOR (GENERAL)

Employees 20

STATE LICENSE: CGC021647

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	50.00	0.00	0.00	0.00	50.00

Paid 000-22-00071868 09/21/2023 50.00

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, 2024

Business Name: MARINO CONSTRUCTION GROUP INC

RECEIPT# 30140-105410

Owner Name: MICHAEL J MARINO PRES
Mailing Address: PO BOX 1706
KEY WEST, FL 33041

Business Location: 7025 SHRIMP RD STE 2E
KEY WEST, FL 33040
Business Phone: 305-359-5269
Business Type: CONTRACTOR (GENERAL)

Employees 20

STATE LICENSE: CGC021647

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	50.00	0.00	0.00	0.00	50.00

Paid 000-22-00071868 09/21/2023 50.00

State of Florida

Department of State

I certify from the records of this office that MARINO CONSTRUCTION GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on October 27, 1997.

The document number of this corporation is P97000092251.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 6, 2024, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of August,
2024*



A handwritten signature in black ink, appearing to be "C. J. Scott", written over a horizontal line.

Secretary of State

Tracking Number: 7197506760CU

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>