

## **Truman Waterfront Park Amphitheater ITB No. 17-009**

**Submitted By:**

**West Construction, Inc.**

318 South Dixie Highway, Suite 4-5

Lake Worth, FL 33460

Martha A. Morgan, President

Phone: 561-588-2027

**Prepared For:**

**City of Key West**

**Office of the City Clerk**

3126 Flagler Avenue

Key West, FL 33040

**December 14, 2016**

**3:30 PM**

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### BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Proposal filled in, using black ink. [✓]
3. Total and unit prices added correctly and attached Schedule of Values [✓]
4. Addenda acknowledged. [✓]
5. Subcontractors are named as indicated in the Proposal. [✓]
6. Experience record included. [✓]
7. Proposal signed by authorized officer. [✓]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [✓]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [✓]
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. [✓]
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original and 1 flash drive 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. [✓]

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**PART 1**  
**BIDDING REQUIREMENTS**

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## **INVITATION TO BID**

Scaled bids for the City of Key West ITB No.17-009 TRUMAN WATERFRONT PARK AMPHITHEATER, addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler Ave, Key West Florida, 33040 until 3:30 pm on December 14, 2016 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) one original and (2) two flash drives with one single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "BID FOR TRUMAN WATERFRONT PARK AMPHITHEATER ITB No. 17-009" addressed and delivered to the City Clerk at the address noted above.**

The project includes, but is not limited to, the management and disposal of encountered contaminated soil, site work (including a curved berm and use of stockpiled soil), utility work (demolition, relocation and new work), construction of an amphitheater (stage, back wall, columns, roof and associated stairs and ramps) back of house and loading / service area, pre-engineered / pre-manufactured bathroom facility, roadways, ADA parking spaces across the street, sidewalks, pedestrian paths, site lighting, landscape and irrigation.

The overall vision of the Truman Waterfront Park Amphitheater is to create a one of a kind experience for both performers and audience for a variety of outdoor events & venues for both the residence of Key West and tourists alike. The Amphitheater is designed to offer a wide range of small performances from local to traveling / out of town venues / events year round. The design includes a dynamic elliptical structure that is carefully integrated into the parks landscape and shaped terrain, open seating areas and curved berm so that building and landscape become one.

The elliptical shaped one story amphitheater building houses a covered stage below an elliptical roof that overhands beyond the stage supported by a ring of steel beams with an integrated curved backdrop wall and ring bands to accommodate stage equipment brought by bands / events. The stage is 4 feet above grade and the overall roof structure is 23 feet above the stage. Directly in front of the stage is a concrete area to accommodate movable seating. The building fronts a series of open seating lawns which is bounded by a curved landscaped berm. Integrated into the lawns are concrete sidewalk / pathways and dedicated areas for stage / performance control booth and temporary lighting / A/V towers. Included in this project is a pre-engineered / pre-manufactured bathroom facility. The contractor must familiarize themselves with the entire bid package including the construction documents and for purposes of bid, what items are identified as add or deductive alternates as specified on pages 20 and 21.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West website [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)). For bid package access on Demand Star, please contact Onvia at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712.

**A MANDATORY pre-bid meeting** will be held in the conference room at the City Engineering Trailer at the Truman Waterfront located at 20 East Quay Road, Key West, FL 33040 on Wednesday November 16, 2016 at 11:00 A.M.

The successful Bidder may be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will be required to



### INVITATION TO BID (continued)

furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

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

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

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award 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, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

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

For information concerning the proposed work or for appointment to visit the site of the proposed work, contact Jim Bouquet, Engineering Services Department for the City of Key West at (305) 809-3962 or [jbouquet@cityofkeywest-fl.gov](mailto:jbouquet@cityofkeywest-fl.gov).

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, (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

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## **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 Jim Bouquet (jbouquet@cityofkeywest-fl.gov) in writing (at least 10 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Proposals, 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 in order to bid and perform the work specified herein.

### **4. BIDDER'S UNDERSTANDING**

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

The CITY will make available to prospective Bidders upon request and at the office of the CITY 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.



**INSTRUCTIONS TO BIDDERS (continued)****5. TYPE OF PROPOSAL****A. LUMP SUM**

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

**The Bidder shall submit a Schedule of Values with the Proposal. Schedule of Values shall be broken down by bid items listed in the draft AIA 702 Continuation Sheet in PART 8 of the PROJECT MANUAL and will be used as a basis for payment. Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.**

**6. PREPARATION OF BIDS****A. GENERAL**

All blank spaces in the BID form must be filled in, as required, preferably in BLACK 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 individual lump sum 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 Proposal for work contemplated; all Proposals 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 in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

## INSTRUCTIONS TO BIDDERS (continued)

### 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 the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with an experience record with the Bid showing his experience and expertise in general civil and park construction work including, but limited to, management and disposal of contaminated groundwater and soil and construction of site work, roadways, parking lots, playgrounds, safety surfacing, shade sails, furniture landscape and irrigation. Such experience record shall provide at least five current or recent projects of similar work, within the State 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.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer'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  
 Public Entity Crimes Form  
 Indemnification Form  
 Local Vendor Certification  
 City of Key West Business License Tax Receipt  
 Domestic Partnership Affidavit  
 Cone of Silence Affidavit  
 Bidder's 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.



## INSTRUCTIONS TO BIDDERS (continued)

### 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 Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal 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 bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) 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 Proposal 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 in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

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

**INSTRUCTIONS TO BIDDERS (continued)****11. RETURN OF BID SECURITY**

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders who's 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 Proposals they accompanied.

**12. AWARD OF CONTRACT**

Within sixty (60) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within ninety (90) days after the opening of Proposals.

The awarded Contractor shall agree to hold the bid lump sum fee for a minimum of one (1) year from the date of Notice of Award.

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

**13. BASIS OF AWARD**

The award will be made by the Owner on the basis of the Total BID + Owner Selected Bid Alternates) from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner. The Owner retains the option to award based BASE BID + Owner Selected Bid Add or Deductive Alternates.

**14. EXECUTION OF CONTRACT**

The successful Bidder shall, within ten (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 examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

The contract shall be executed on the basis on available funding and respective lump sum fee.



**INSTRUCTIONS TO BIDDERS (continued)****15. CONTRACT BONDS****A. PERFORMANCE AND PAYMENT BONDS**

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

**B. POWER-OF-ATTORNEY**

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

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

**16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND**

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the 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 or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.



**INSTRUCTIONS TO BIDDERS (continued)****17. PERFORMANCE OF WORK BY CONTRACTOR**

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

**18. TIME OF COMPLETION**

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

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 Proposal.

The term of this contract will not exceed **220 calendar** days with ALL work complete and final invoice submitted to the CITY no later than September 8, 2017 to allow for submittal of Monroe County Tourist Development Council grant documentation.

**PRIOR TO ANY AND ALL CONSTRUCTION ACTIVITIES, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING IF LOCATION OF CONSTRUCTION ACTIVITIES ARE SUBJECT TO ENVIRONMENTAL LAND USE CONTROLS (LUC). ANY AND ALL ENCOUNTERED CONTAMINATED SOIL AND OR GROUNDWATER SHALL BE HANDLED PER THE "SOIL AND GROUND WATER MANAGEMENT PLAN", DATED FEBRUARY 13, 2015 INCLUDED IN THE PROJECT MANUAL. CONTRACTOR SHALL VERIFY THAT LUC CONSTRUCTION PERMIT HAS BEEN FILED AND APPROVED FOR THIS WORK.**

\* \* \* \* \*

## PROPOSAL

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

To: The City of Key West  
 Address: 3126 Flagler Avenue, Key West, Florida 33040  
 Project Title: TRUMAN WATERFRONT PARK AMPHITHEATER

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

Company Name: West Construction, Inc.  
 Contact Name & Telephone #: Martha A. Morgan, President / PH: 561-588-2027  
 Email Address: mamorgan@westconstructioninc.net

### BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, 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.

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

### CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Proposal, 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.

**PROPOSAL (continued)****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.

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal Injury \$300,000 Fire Damage / Legal
Coverage must include the following:	
<ul style="list-style-type: none"> <li>- Contractual Liability</li> <li>- CG2010 (1185) or Equivalent</li> <li>- No exclusion for XCU</li> <li>- Products / Completed Operations</li> <li>- Personal Injury</li> </ul>	<ul style="list-style-type: none"> <li>- Commercial Form</li> <li>- Broad Form Property Damage</li> <li>- Premises / Operations</li> <li>- Independent Contractors (if any part of the work is to be subcontracted out)</li> </ul>
Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Additional Umbrella Liability:	\$5,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee
Pollution Liability:	\$2,000,000

The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail. The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted). Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act. Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation. The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and



### PROPOSAL (continued)

Must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the initial Notice to Proceed and to complete the project, in all respects within 220 calendar days.

#### 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. Sundays and legal holidays shall be **included** in determining days in default.

#### ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2,  
N/A, N/A, N/A, N/A, N/A, N/A, N/A, N/A, N/A, N/A,  
 (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 Proposal(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.

**PROPOSAL (continued)****LUMP SUM ITEMS**

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 represent 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. Bidders shall include in their lump sum bid the cost to provide Builder's Risk insurance in accordance with 34.E. of the General Conditions including payment of any deductible.

**1. BASE BID**

1 LS \$ 4,092,400.00<sup>(1)</sup>

Contingency and Unforeseen Conditions Allowance

1 LS (10% of Base Bid) \$ 409,240.00<sup>(2)</sup>

Utility Fee Allowance (for FKAA and Keys Energy service fees)

1 LS \$ 140,000.00<sup>(3)</sup>

**TOTAL LUMP SUM BASE BID (1) + (2) + (3):** \$ 4,641,640.00<sup>(4)</sup>

**TOTAL LUMP SUM BASE BID:**

Four Million Six Hundred Forty-One Thousand Six Hundred

\$Forty Dollars & Zero Cents

<sup>(4)</sup> amount written in words

**BASE BID ADD OR DEDUCT ALTERNATES**

NOTE: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO BID ALTERNATE ITEMS. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATES WILL A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

1. A deductive alternate for the painted metal panels cladding at the curved back wall with painted smooth stucco finish over same metal framing as shown in drawings.

1 LS \$ (91,736.00)

[ITEMS 2 – 5 ARE ADD/ DEDUCTIVE ALTERNATES THAT ARE PART OF ADDENDUM # 1]

2. An Add alternate for the Chain-link fence as indicated in construction drawings.

1 LS \$ 34,400.00

**PROPOSAL (continued)**

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3. A Deductive alternate for 1-1/2" thick asphalt pavement within the secure service area in lieu of 6" concrete as shown on drawing C-02.

1 LS \$ (10,000.00)

4. An Add alternate installation of 24" ADS sleeve within Navy gas line easement.

1 LS \$ 25,200.00

5. An Add alternate for the Pre-Engineered / Pre-manufactured bathroom building including foundation. (note utilities to bathroom are part of base bid).

1 LS \$ 282,615.00

6. An Add alternate for flood risk endorsement on Builders Risk coverage.  
(note: Builders Risk coverage is part of base bid).

1 LS \$ 4,000.00

7. An Add alternate for wind risk endorsement on Builders Risk coverage.  
(note: Builders Risk coverage is part of base bid)..

1 LS \$ 4,000.00



**PROPOSAL (continued)**

The Bidder shall submit a Schedule of Values with the Proposal. Schedule of Values shall be broken down by bid items listed in the draft AIA 702 Continuation Sheet in PART 8 of the PROJECT MANUAL and will be used as a basis for payment.

Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Proposal Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.

**Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the suppliers invoice plus 10 %.**

List items to be performed by CONTRACTOR's own forces and the estimated percent of the Total Lump Sum Base Bid.

Concrete	4.73%
Earthwork	12.75%
Masonry	.18%

**PROPOSAL (continued)****SUBCONTRACTORS**

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

Florida Keys Electric, Inc.

<b>Name</b>			
Electrical		6.5%	
Trade		Percent of Total Base Bid	
5730 2nd Avenue	, Key West	FL	, 33040
Street	City	State	Zip

Florida Keys Land Surveying

<b>Name</b>			
Surveying		.05%	
Trade		Percent of Total Base Bid	
19960 Overseas Highway	, Sugarloaf Key	FL	, 33042
Street	City	State	Zip

East Coast Metal Structures, Corp.

<b>Name</b>			
Structural Steel		12.5%	
Trade		Percent of Total Base Bid	
635 Gator Drive, Unit A	, Lantana	FL	, 33462
Street	City	State	Zip

Bob Hilson & Company, Inc.

<b>Name</b>			
Roofing		1%	
Trade		Percent of Total Base Bid	
522 W. Mowry Drive	, Homestead	FL	, 33030
Street	City	State	Zip

Gary's Plumbing & Fire

<b>Name</b>			
Plumbing		.05%	
Trade		Percent of Total Base Bid	
6409 2nd Terrace, Suite 1	, Key West	FL	, 33040
Street	City	State	Zip

**PROPOSAL (continued)****SUBCONTRACTORS CONT.**

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

Concrete Modular Systems, Inc.

<b>Name</b>			
Pre-Fab Bathroom		4%	
Trade		Percent of Total Base Bid	
P.O. Box 531573	St. Petersburg	FL	33747
Street	City	State	Zip

<b>Name</b>			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

<b>Name</b>			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

<b>Name</b>			
Trade		Percent of Total Base Bid	
Street	City	State	Zip

<b>Name</b>			
Trade		Percent of Total Base Bid	
Street	City	State	Zip



**PROPOSAL (continued)****SURETY**

Philadelphia Indemnity Insurance Company whose address is

One Bala Plaza, Suite 100, Bala Cynwyd, PA, 19004-1403  
Street City State Zip

**BIDDER**

The name of the Bidder submitting this Proposal is

West Construction, Inc. doing business at

318 South Dixie Highway, Suite 4-5, Lake Worth, FL, 33460  
Street City State Zip

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

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Martha A. Morgan, President/Treasurer

Matthew F. West, Vice-President/Secretary

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

**PROPOSAL (continued)**

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
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 14th day of December 2016.

(SEAL)

West Construction, Inc.

Name of Corporation

By Martha A. Morgan

Title Martha A. Morgan, President

Attest Matthew F. West, Secretary

**EXPERIENCE OF BIDDER**

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years. List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers on attached sheet.

\*\*\*\*\*

## PARK EXPERIENCE

# Lantana Sports Complex

*Lantana, Florida*

### Project Info

**Owner** | Town of Lantana

**Contract Amount** | \$2.6 Million

**Completion Date** | 2016

**Contact** | Mike Greenstein  
Assistant Director of Public  
Works  
561.540.5751

**Architect** | Mathews Consulting, Inc.  
561.655.6175

### Site Features

Three Baseball diamonds  
Multipurpose / Soccer Fields  
Maintenance Building  
Restrooms  
Press Box  
Concession Facilities

### Services Provided

Site Work  
Site Utilities  
Grading  
Concrete  
Construction Management

### Project Description

This project consisted of improvements include clearing, grubbing, grading, paving, wheelstops, signing and marking, construction of drainage, watermain, wastewater liftstation and forcemain, one (1) soccer field including fine grading, topsoil, Bermuda sodding, goals, soccer field sports lighting, one (1) soccer field including grading, Bahia sodding, not lit or irrigated, three (3) baseball fields including fine grading, clay, topsoil, sodding, bullpens, bases, fencing, dugouts, baseball field sports lighting, two (2) batting cages, 1,600 sqft concession/restroom building, dumpster enclosure, parking lot lighting, landscape, irrigation well and irrigation system. The work consisted of maintenance of traffic, dewatering, following all permit conditions, and restoration as required for a complete functional project.





## PARK EXPERIENCE

# Pine Trails Park Construction

*Parkland, FL*

### Project Info

**Owner** | City of Parkland  
**Contract Amount** | \$7.1 Million  
**Completion Date** | 2015  
**Contact** | Sowande Johnson  
City Engineer  
954.757.4144  
**Architect** | Atkins  
954.733.7233

### Site Features

#### Phase IV:

Rolled Bermuda Grass  
Site work

Site Work  
3,000 + sq ft Bldg.  
Grading  
Associated Parking  
Pavilion  
Sports Lighting  
Batting Cages

#### Phase III:

Artificial Turf  
Football /  
Soccer Field  
Bleachers  
Under Drain  
Musco lighting

### Services Provided

Site Work  
Site Utilities  
Grading  
Carpentry  
Concrete  
Construction Management

### Project Description

**Phase IV:** Pine Trails Park project consisted of 4 ball fields and 4 multi-purpose fields as well as wet and dry detention, parking, two buildings, and other ancillary features. The project required fast tracking the multi-purpose fields, parking area, and associated features for a tournament. The project faced several challenges once started including wetland mitigation, muck, and cap rock. The project was delivered on time in spite of the unforeseen issues.

**Phase III:** Installation of bleachers, musco lighting fixtures, artificial turf, fields with under drain system and walkways.





## PARK EXPERIENCE

# Congress Avenue Barrier Free Park

*Boynton Beach, Florida*

### Project Info

**Owner** | City of Boynton Beach

**Contract Amount** | \$1.4 Million

**Completion Date** | 2011

**Contact** | Kevin Ramsey  
Senior Project Manager  
561.742.6986

**Architect** | Stephen Boruff AIA Architects  
+ Planners, Inc.  
561.471.8520

### Project Description

The work consisted of construction of three (3) 180 square foot, single story restroom buildings constructed of concrete block under a single pre-engineered metal structure, and one (1) 660 square foot pre-fabricated metal picnic shelter and other site improvements, including play equipment, site furnishings, trails, landscaping and irrigation.

### Site Features

Restroom Buildings  
Water Features  
Landscaping  
Pre-fab Metal Picnic Shelter  
Play Equipment  
Trails  
Landscaping & Irrigation

### Services Provided

General Construction





## PARK EXPERIENCE

### Surfside Community Center *Surfside, Florida*

#### Project Info

**Owner** | Town of Surfside  
**Contract Amount** | \$3.9 Million  
**Completion Date** | 2011  
**Contact** | Chris Giordano  
Calvin, Giordano & Associates  
Project Manager  
954.921.7781  
**Architect** | Spillis Candella DMJM  
305.444.4691

#### Site Features

Amphitheater  
Pool and Associated Water Features  
Landscaping  
Site Lighting  
Shade Structures

#### Services Provided

Concrete  
Construction Management  
General Construction  
Site Work

#### Project Description

Construction of a community center, aquatics complex and beach amphitheater. Included in the project are landscaping, site lighting and shade structures. The aquatics complex includes a lap pool, water slide and water features including splash pads and fountains.





## PARK EXPERIENCE

### Wilson Park

*Boynton Beach, Florida*

#### Project Info

**Owner** | City of Boynton Beach

**Contract Amount** | \$6.1 Million

**Completion Date** | 2008

**Contact** | Wally Majors

Director

561.742.6224

**Architect** | Kimley-Horn and Associates,  
Inc.

561.845.0665

#### Project Description

The 13,816 square foot Community Center is a state of the art, mixed use facility with emphasis on community activity and support. It includes recreation rooms, a full kitchen, conference rooms and classrooms for community use. The two-story building offers an elevator and many decorative features including imported tile, a metal roof with a cupola, second floor balcony and outriggers. In addition to the community building, this project also contains a community pool, playgrounds, basketball courts and open fields for residents sports activities.

#### Site Features

Community Building

Catering Kitchen

Multi-Purpose Room

Community Pool/Pool House

Playgrounds

Basketball Courts

#### Services Provided

Concrete

Carpentry

Site Work

Construction Management



# EQUIPMENT LIST

DESCRIPTION	YEAR MFGD
2 Melroe Bobcat	1996
SL 25 LIFT #501097	2001
Kubota Tractor/Box Blade	2002
Trailer For Kubota	2002
BobCat 864 Track Loader	2003
S-250 Bobcat 04 SR 12115	2004
Bobcat T1480 Track Loader	2005
Kubota Kuel Tractor	2006
Lovett Box Blade	2006
Cat Ser #SLH 00304	2206
Holland Skid Steer Loader	2007
Holland Skid Steer Loader	2007
Komatsu Loader WA 250	2008
Kubota R520S1 SER 11589	2008
Lark Enclosed Trailer	2008
Tractor L5240 (Kubota)	2009
RTV 1140 CTX (Kubota)	2009
Vibratory Plat Compactor	2009
Takeuchi TL 140 R	2010
Concrete Breaker Bar - Used	2010
RTV900 Kubota Utility Tractor (PR)	2010
Con #1 - 20' Container	2010
Con #2 - 20' Container	2010
Kubota KX41-3VR1	2010
Con #3 - 20' Container	2010
Con #4 - 20' Container	2010
Con #5 - 20' Container	2010
Chas #1 - Chassi for Container	2010
Chas #2 - Chassi For Container	2010
New Holland Skid Steer 665S W 3 Attachments	2010
Water Tank Trailer 500 Gal	2007
Hydrolic Concrete Saw	2009
Con #7 - Container #7	2011
Thomson Water Pump	2007
Nikon Laser Level	2011
Con #8 - Container #8	2011
Con #9 - Container #9	2011
Equipment trailer - 7'X20'	2010
BobCat T190 Loader	2009
Kent Concrete Breaker 2008	2009
Con #10 - Container #10	2010
BOBCAT Mount Auger	2007
BOBCAT Stand Skid Steer Auger	2007
BOBCAT Skid-Steer Loader	2014





**EQUIPMENT LIST CONT.**

DESCRIPTION	YEAR MFGD
BOBCAT S175	2014
JLG 600S 03 60' BoomLift	2003
2003 F250 4X4	2003
2004 Ford Dump Truck	2004
2008 F250 Truck	2008
2008 4X2 F150 Truck	2008
2008 Ford F350 Pick up Truck	2008
2008 GMC Sierra Pick Up Truck	2008
2013 Ford F-150 Blue	2013
2004 Buick White	2004
9- Mack CV 713 Dump Truck	2003
10- Pontoon Boat 97 Crest 22'	1997
11 - 2011 F 150 4X4 DW	2011
Ford Ranger- White	2011
Ford Ranger- Blue	2011
Bobcat 324 - Excavator	2013
Bobcat S510 Skidsteer	2013





## LICENSES & CERTIFICATES



RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

**LICENSE NUMBER** CBC057038

The BUILDING CONTRACTOR  
 Named below IS CERTIFIED  
 Under the provisions of Chapter 489 FS.  
 Expiration date: AUG 31, 2018

MORGAN, MARTHA ANN  
 WEST CONSTRUCTION INC  
 318 SOUTH DIXIE HWY.  
 SUITE 4-5  
 LAKE WORTH FL 33460

ISSUED: 07/21/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1607210001064



RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

**LICENSE NUMBER** CGC1516826

The GENERAL CONTRACTOR  
 Named below IS CERTIFIED  
 Under the provisions of Chapter 489 FS.  
 Expiration date: AUG 31, 2018

WEST, MATTHEW FIELDEN  
 WEST CONSTRUCTION INC  
 318 S DIXIE HWY  
 STE 4-5  
 LAKE WORTH FL 33460

ISSUED: 08/18/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608180002386

**City of Lake Worth Business License 2016 - 2017**


BUSINESS NUMBER: 0013861 **NON TRANSFERABLE**

BUSINESS NAME: WEST CONSTRUCTION INC

BUSINESS ADDRESS: 318 S DIXIE HWY 4, LAKE WORTH FL 33460

LICENSE NUMBER	CLASSIFICATION	DESCRIPTION
17-00024966	90.B28	BUSINESS OFFICE GENERAL (BTR) GENERAL CONTRACTOR

EXPIRES  
SEPTEMBER 30th  
2017

  
**City of Lake Worth Business License Division**  
 1900 2nd Avenue North • Lake Worth, Florida 33461



# LICENSES & CERTIFICATES



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

318 S DIXIE HWY #4-5  
LAKE WORTH, FL 33460-0000

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0153 BUILDING CONTRACTOR	MORGAN MARTHA ANN	CBC057038	U16.726576 - 09/23/16	\$27.50	B40123472

This document is valid only when receipted by the Tax Collector's Office.

B3 - 568

WEST CONSTRUCTION INC  
WEST CONSTRUCTION INC  
318 S DIXIE HWY #4-5  
LAKE WORTH, FL 33460-4452



STATE OF FLORIDA  
PALM BEACH COUNTY  
2016/2017 LOCAL BUSINESS TAX RECEIPT

**LBTR Number: 201002726**  
**EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

318 S DIXIE HWY #4-5  
LAKE WORTH, FL 33460-0000

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0103 BUILDING CONTRACTOR	MORGAN MARTHA ANN	CBC057038	U16.726576 - 09/23/16	\$264.60	B40123473

This document is valid only when receipted by the Tax Collector's Office.

B2 - 568

WEST CONSTRUCTION INC  
WEST CONSTRUCTION INC  
318 S DIXIE HWY #4-5  
LAKE WORTH, FL 33460-4452



STATE OF FLORIDA  
PALM BEACH COUNTY  
2016/2017 LOCAL BUSINESS TAX RECEIPT

**LBTR Number: 201002725**  
**EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

318 S DIXIE HWY #4-5  
LAKE WORTH, FL 33460-0000

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	WEST MATTHEW F	CGC1516626	U16.726576 - 09/23/16	\$27.50	B40123476

This document is valid only when receipted by the Tax Collector's Office.

B3 - 587

WEST CONSTRUCTION INC  
WEST CONSTRUCTION INC  
318 S DIXIE HWY #4-5  
LAKE WORTH, FL 33460-4452



STATE OF FLORIDA  
PALM BEACH COUNTY  
2016/2017 LOCAL BUSINESS TAX RECEIPT

**LBTR Number: 200911376**  
**EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

318 S DIXIE HWY #4-5  
LAKE WORTH, FL 33460-0000

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0102 CW GENERAL CONTRACTOR	WEST MATTHEW F	CGC1516626	U16.726576 - 09/23/16	\$309.00	B40123474

This document is valid only when receipted by the Tax Collector's Office.

B1 - 588

WEST CONSTRUCTION INC  
WEST CONSTRUCTION INC  
318 S DIXIE HWY #4-5  
LAKE WORTH, FL 33460-4452



STATE OF FLORIDA  
PALM BEACH COUNTY  
2016/2017 LOCAL BUSINESS TAX RECEIPT

**LBTR Number: 200911377**  
**EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

## *State of Florida Department of State*

I certify from the records of this office that WEST CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 1977.

The document number of this corporation is 555487.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 26, 2016, 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-sixth day of January,  
2016*



*Ken DeFina*  
**Secretary of State**

Tracking Number: CC2100228304

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

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



# INSURANCE CERTIFICATE



## CERTIFICATE OF LIABILITY INSURANCE

WESTCON-04 VSCHIAVO

DATE (MM/DD/YYYY)

1/5/2016

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 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).

<b>PRODUCER</b> Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477		<b>CONTACT NAME:</b> Lori B. Gleason <b>PHONE (A/C, No, Ext):</b> (561) 776-9001 <b>FAX (A/C, No):</b> (561) 427-6730 <b>E-MAIL ADDRESS:</b>													
<b>INSURED</b> West Construction, Inc. 318 S Dixie Highway Suite 4-5 Lake Worth, FL 33460		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <td><b>INSURER A:</b> Amerisure Insurance Co</td> <td><b>NAIC #</b> 19488</td> </tr> <tr> <td><b>INSURER B:</b> North River Insurance Company</td> <td><b>NAIC #</b> 21105</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Property &amp; Casualty Co. of America</td> <td><b>NAIC #</b> 25674</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>		<b>INSURER A:</b> Amerisure Insurance Co	<b>NAIC #</b> 19488	<b>INSURER B:</b> North River Insurance Company	<b>NAIC #</b> 21105	<b>INSURER C:</b> Travelers Property & Casualty Co. of America	<b>NAIC #</b> 25674	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

### COVERAGES

### CERTIFICATE NUMBER:

### 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 SUBR INSD 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 <input checked="" type="checkbox"/> XCU & Contractual <input checked="" type="checkbox"/> Broad Form Prop. Dam GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		CPP20867740201	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA12999291801	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Coverage \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		5811038172	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000
A	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 <input type="checkbox"/> N/A	WC204157409	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented/Leased Equip.		QT6609216L272TIL15	01/01/2016	01/01/2017	Limit 200,000
C	Inland Marine		QT6609216L272TIL15	01/01/2016	01/01/2017	Scheduled Equipment

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Certificate Holder is named as additional insured including products and completed operations for general liability per form CG7048, automobile liability, and umbrella liability when required by written contract. General Liability and Auto Liability are primary and non contributory when required by written contract. Waiver of subrogation applies to general liability, automobile liability, umbrella liability, and workers' compensation when required by written contract. Umbrella extends over general liability, auto liability and employer's liability. Should any of the above described policies be cancelled, notice will be delivered in accordance with the policy provisions.

### CERTIFICATE HOLDER

### CANCELLATION

<b>FOR PROPOSAL PURPOSES</b>	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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ACORD 25 (2014/01)

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## **PART 8**

# **SCHEDULE OF VALUES**

# DRAFT AIA Document G703™ - 1992

## Continuation Sheet

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: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO: 15086.000

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	Mobilization	\$ 52,650.00							
	Maintenance of Traffic	\$ 7,500.00							
	Site Demolition	\$ 20,700.00							
	Utility Demolition / Relocation	\$ 3,600.00							
	Excavation and Grading	\$ 346,000.00							
	Cut/Fill and Dewatering	\$ 200,000.00							
	Storm Water Pollution Prevention Plan	\$ 8,000.00							
	Curbing	\$ 3,600.00							
	Vehicular Roadways	\$ 1,000.00							
	Parking / Service Pavement	\$ 1,000.00							
	Pavement Markings	\$ 1,000.00							
	Crosswalks	\$ 1,000.00							
	ADA parking stalls	3,000.00							
	Concrete Pavers	\$ 1,000.00							
	4" Concrete	\$ 36,600.00							
	6" Concrete	\$ 181,152.00							
	12" Ribbon Curbs	\$ 800.00							
	Drainage Structures	\$ 56,000.00							
	Truncate dome pavers	\$ 1,200.00							
	Concrete Expansion Joints	\$ 400.00							
	Concrete Control Joints	\$ 1,000.00							

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User Notes:

(3932779838)



Removable Bollard(s)	\$ 6,200.00								
Anti-Ram Smart Bollards	\$ 16,000.00								
Expansion Joints	\$ 600.00								
Benches, Trash and Recycle Receptacles and Bike Racks	\$ 20,000.00								
6" high fencing	\$ 39,239.00								
6" high pedestrian gate	---								
6" high rolling gate	---								
Pedestrian Gates	---								
Tree Protection, Removal and Relocation	\$ 86,515.00								
Canopy Trees	\$ ^^ INC								
Ornamental Trees	\$ ^^ INC								
Large Palms	\$ ^^ INC								
Small Palms	\$ ^^ INC								
Shrubs and Groundcover	\$ ^^ INC								
Turf Grass	\$ 138,770.00								
Irrigation	\$ 40,000.00								
Site Electrical	\$ 59,495.00								
Electrical Transformers, Underground Power Feeders and Branch Wiring	\$ 39,456.00								
Site Lighting	\$ 31,500.00								
Site Electrical / Low Voltage Infrastructure back to stage	\$ 65,750.00								
Storm Drainage System	\$ 138,790.00								
Domestic Water & Water Mains	\$ 9,000.00								
Sanitary Sewer	\$ 43,000.00								
Water - Fire	\$ 4,000.00								
Regulatory Signage	\$ 2,000.00								
Amphitheater Concrete (Cast in place)	\$ 139,104.00								

Amphitheater Concrete (Pre-cast Structural)	\$ 16,000.00								
Amphitheater Concrete (Lightweight Insulating)	\$ 25,000.00								
Amphitheater Concrete (Unit Masonry)	\$ 8,500.00								
Amphitheater Structural Steel Framing / columns	\$ 578,638.00								
Amphitheater Structural Steel Decking	\$ 10,600.00								
Amphitheater metal Railing, Guardrails	\$ 56,600.00								
Amphitheater metal clad "Back wall"	\$ 118,500.00								
Amphitheater Roofing System (membrane, flashing, drains, etc.)	\$ 48,300.00								
Amphitheater Plumbing	\$ 30,243.00								
Amphitheater Roof Metal Cladding system	\$ 368,609.00								
Amphitheater Box Truss for Lighting Support	INC IN STRUC.								
Amphitheater metal rings system	" "								
Amphitheater Lighting & Power	\$ 86,066.00								
Amphitheater Low Voltage	\$ 6,265.00								
Amphitheater Stucco	\$ 7,000.00								
Amphitheater Painting	\$ 2,400.00								
Amphitheater Doors	\$ 14,320.00								
Amphitheater Cable Hooks	INC IN STRUC.								
Amphitheater Loading bumpers	\$ 2,000.00								
Pre-Engineered / Pre-									





**FLORIDA BID BOND**

BOND NO. 4569

AMOUNT: \$ Five Percent of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that West Construction, Inc.

hereinafter called the PRINCIPAL, and Philadelphia Indemnity Insurance Company

a corporation duly organized under the laws of the State of Pennsylvania

having its principal place of business at One Bala Plaza, Bala Cynwyd, PA 19004-1403

in the State of Pennsylvania,

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

City of Key West

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of

Five Percent of Amount Bid DOLLARS (\$ --- 5% --- )

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 Proposal for TRUMAN WATERFRONT PARK AMPHITHEATER, said Bid Proposal, by reference thereto, being hereby made a part hereof.

**FLORIDA BID BOND (continued)**

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 Proposal and the detailed Specifications, entitled:

**TRUMAN WATERFRONT PARK AMPHITHEATER**

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 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 14th day of December, 2016.

PRINCIPAL

West Construction, Inc.

By Martha A. Morgan  
Martha A. Morgan, President

Philadelphia Indemnity Insurance Company  
SURETY

By Warren M. Alter  
Attorney-In-Fact

STATE OF FLORIDA )  
                                  : SS  
COUNTY OF PALM BEACH )

**FLORIDA BID BOND (continued)**

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: Martha A. Morgan  
Martha A. Morgan, President

Sworn and subscribed before me this 14th day of December, 2016.

Racquel J. Barrett  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: June 3, 2019



RACQUEL J. BARRETT  
MY COMMISSION # FF 236934  
EXPIRES: June 3, 2019  
Bonded Thru Budget Notary Services

\*\*\*\*\*



## PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

## Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David T. Satine and Warren M. Alter of Alter Surety Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

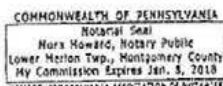
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 14<sup>th</sup> day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14<sup>th</sup> day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14<sup>th</sup> day of December 2016.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ANTI - KICKBACK AFFIDAVIT

STATE OF FLORIDA )  
 ) : SS  
COUNTY OF PALM BEACH )

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: Martha A. Morgan Martha A. Morgan, President

Sworn and subscribed before me this 14th day of December, 2016.

Racquel J. Barrett  
NOTARY PUBLIC, State of Florida \_\_\_\_\_ at Large

My Commission Expires: June 3, 2019



RACQUEL J. BARRETT  
MY COMMISSION # FF 236934  
EXPIRES: June 3, 2019  
Bonded Thru Budget Notary Services

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SWORN STATEMENT UNDER SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid or Proposal for ITB No. 17-009  
Truman Waterfront Park Amphitheater

2. This sworn statement is submitted by West Construction, Inc.  
(name of entity submitting sworn statement)

whose business address is 318 South Dixie Highway, Suite 4-5  
Lake Worth, FL 33460

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1809068

(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement N/A

3. My name is Martha A. Morgan  
(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 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.



**PUBLIC ENTITY CRIMES (continued)**

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.)

**PUBLIC ENTITY CRIMES (continued)**

\_\_\_\_\_ 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.)

Martha A. Morgan  
(signature) Martha A. Morgan, President  
12/14/2016

\_\_\_\_\_  
(date)

STATE OF FLORIDA

COUNTY OF PALM BEACH

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Martha A. Morgan who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 14th day of December, 2016.

My commission expires: June 3, 2019

Racquel J. Barrett  
NOTARY PUBLIC  
 RACQUEL J. BARRETT  
MY COMMISSION # FF 236934  
EXPIRES: June 3, 2019  
Bonded Thru Budget Notary Services

\* \* \* \* \*

### 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: West Construction, Inc.

SEAL:

318 South Dixie Highway, Suite 4-5

Lake Worth, FL 33460

Address



Signature

Martha A. Morgan

Print Name

President

Title

12/14/2016

Date

\* \* \* \* \*



N/A

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

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

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

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

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification \_\_\_\_\_ as identification  
(Type of identification)

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

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

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

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

\* \* \* \* \*

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLORIDA )  
 : SS  
COUNTY OF PALM BEACH )

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

By: Martha A. Morgan  
Martha A. Morgan, President

Sworn and subscribed before me this

14th day of December, 2016.

Racquel J. Barrett  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: June 3, 2016




RACQUEL J. BARRETT  
MY COMMISSION # FF 236934  
EXPIRES: June 3, 2019  
Bonded Thru Budget Notary Services

\*\*\*\*\*

**CONE OF SILENCE AFFIDAVIT**

STATE OF FLORIDA                    )  
  : SS  
COUNTY OF PALM BEACH        )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of West Construction, Inc. 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 (attached).

  
\_\_\_\_\_  
(signature) Martha A. Morgan, President  
12/14/2016  
\_\_\_\_\_  
(date)

Sworn and subscribed before me this

14th Day of December, 2016.  
  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: June 3, 2016



RACQUEL J. BARRETT  
MY COMMISSION # FF 236934  
EXPIRES: June 3, 2019  
Bonded Thru Budget Notary Services

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## **PART 2**

# **CONTRACT FORMS**

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**NOTE:**

**Part 2: CONTRACT FORMS of the bid package will be completed in it's entirety and submitted to the City of Key West upon award of the Contract.**

## CONTRACT

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_,

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 No. 17-009 TRUMAN WATERFRONT PARK AMPHITHEATER, Key West, Florida to the extent of the Proposal made by the Contractor, dated the \_\_\_\_\_ day of 2016, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the PROPOSAL, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS AND SCOPE OF WORK.

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 Proposal 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 220 calendar days with ALL work complete and final invoice submitted to the CITY no later than September 8, 2017.

The Contractor agrees 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 for BASE BID 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., 20\_\_\_\_.

CITY OF KEY WEST

By \_\_\_\_\_

Title \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

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 Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST**, 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, 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 \_\_\_\_\_, 20\_\_\_\_, 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 scope of work 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 \_\_\_\_\_, 20\_\_\_\_, 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 unto CITY OF KEY WEST, 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

**ITB No. 17-009 TRUMAN WATERFRONT PARK AMPHITHEATER** attached hereto, with the CITY, dated

\_\_\_\_\_, 20\_\_\_, 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 Scope of work 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 \_\_\_\_\_, 20\_\_\_\_, 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