
PART 1

BIDDING REQUIREMENTS

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

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: SMATHERS BEACH RESTROOM WEST
ITB 19-018

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

Company Name: Barracuda Builders of Key West, Inc.

Contact Name & Telephone #: Bryan Wofsey / 305-396-7752

Email Address: info@barracadabuilders.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

CONTRACT EXECUTION

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

CERTIFICATES OF INSURANCE

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



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

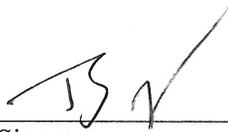
Smathers Beach Restrooms – West ITB 19-018

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

Attachments:

- 1) Responses by the Architect for questions received during the bid period phase***
- 2) Construction Drawings (several bidders reported the drawings were not legible)***

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



Signature

Barracuda Builders of Key West, Inc.
Name of Business

PROPOSAL FORM

1.) BATHROOM LUMP SUM BASE BID:

(Includes all permitting, demolition, disposal, fixtures, equipment, material & labor)

LUMP SUM \$ 519,800.00

Five Hundred Nineteen Thousand, Eight Hundred Dollars & Zero Cents
(amount written in words)

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

Provided in Part 4 of these documents is a pre-itemized Schedule of Values broken down by trade and type of work, Bidders are to provide the cost of all LABOR & MATERIALS for use as a basis for payment.

This project is funded by the Key West Tourist Development Counsel and not eligible for further grants. Said TDC funding expires 30 September 2020 and must commence no later than 30 September 2019

SMATHERS BEACH RESTROOMS WEST ITB 19-018

BARRACUDA BUILDERS OF KEY WEST, INC.

5-Jun-19

<u>Description of Work</u>	<u>Amount</u>	<u>Notes</u>
Permits	\$ 11,000.00	All Trades
P&P Bonds	\$ 16,500.00	3% of Contract
Mobilization	\$ 28,290.00	Temp Fence also includes Deposit Draws
Profit and Overhead	\$ 49,630.00	
Temp Facilities	\$ 17,550.00	Dumpster, Portolet
Rental Equipment	\$ 8,500.00	Backhoe and Forklift
Demolition/Clear/Fill	\$ 30,000.00	
Auger Piles	\$ 40,000.00	Depth of 15' below sidewalk
Concrete	\$ 130,000.00	
CMU	\$ 30,000.00	
Misc Metals	\$ 8,900.00	Louvers and Smart Vents
Light Gauge Framing	\$ -	
Misc Carpentry	\$ 500.00	Interior Finishes
Roofing	\$ 6,250.00	
HW Door and Hardware	\$ 6,500.00	Louvered Exterior Door
Overhead Door	\$ 9,160.00	Rolling Grille
Stucco	\$ 11,300.00	Exterior Walls Only including Band
Painting	\$ 9,000.00	Exterior, Interior, Floors and Ceiling
Toilet Partitions	\$ 10,240.00	(6) HDPE Doors
Toilet Accessories	\$ 8,490.00	includes ADA Grab Bars
Plumbing	\$ 61,100.00	
Electrical	\$ 18,970.00	
Grading	\$ 4,920.00	along Building and Sidewalks
Sewer & Water	\$ 2,000.00	Connect at the Retaining Wall
Landscape	\$ 1,000.00	Tree Protection Only
TOTAL	\$ 519,800.00	

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

CONCRETE \$130,000.00

CMU \$30,000.00

HM DOOR & HARDWARE \$6, 500.00

OVERHEAD DOOR \$9,160.00

TOILET PARTITIONS \$10,240.00

TOILET ACCESSORIES \$8,490.00

LANDSCAPE \$1,000.00

MISC. CARPENTRY \$500.00

MISC. METALS \$8,900.00

SUBCONTRACTORS

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

SHAWN HUDGINS PLUMBING, INC.

Name

5607 3RD AVE #4, KEY WEST, FL, 33040
Street City State Zip

Name FLORIDA KEYS ELECTRIC, INC.

5730 2ND AVE, KEY WEST, FL, 33040
Street City State Zip

KEYS ALL AREA ROOFING, INC.

Name

3988 OVERSEAS HWY, MARATHON, FL, 33050
Street City State Zip

CHARLEY TOPPINO & SONS INC

Name

129 TOPPINO INDUSTRIAL DR, KEY WEST, FL, 33040
Street City State Zip

PROFESSIONAL PLASTERING DESIGNS, INC.

Name

5409 OVERSEAS HWY #199, MARATHON, FL, 33050
Street City State Zip

SURETY

United States Fire Insurance Company whose address is

11490 Westheimer Rd., Suite 300, Houston, TX, 77077
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Barracuda Builders of Key West, Inc. doing business at

5601 3rd Avenue, Key West, FL, 33040
Street City State Zip

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

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

Bryan Wofsey _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this N/A day of N/A 2019.

N/A
Signature of Bidder

N/A
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 4 day of June 2019.



Barracuda Builders of Key West, Inc.
Name of Corporation

By Bryan Wofsey
Bryan Wofsey

Title President
Attest Beryl Casey
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. Use additional sheets if necessary.)

1) East Martello - ADA Upgrades:

Owner - Monroe County BOCC

Cost - \$270,164.50

Engineer - Bender & Associates

References - Bert Bender 305-296-1347

2) Waterfront Brewery - Build Out (Concrete & Masonry)

Owner - Waterfront Brewery LLC

Cost - \$220,196.25

Engineer - William Horn

References - Joe Walsh 305-731-9972

3) 3 Boulder Dr., Bay Point - Hurricane Irma Rebuild

Owner - Hilda & Dale Finigan

Cost - \$347,268.36

Engineer - Rick Milelli, Meridian Engineering

References - Rick Milelli 305-481-0400; Dale Finigan 305-304-4077

4) 9 Cypress Ter., Key Haven - Construction Mgmt., Exterior and Interior Repairs

Owner - Ken Bosomworth

Cost - \$161,692.79

Engineer - N/A

References - Ken Bosomworth 410-253-6123

5) VFD Upgrades to Waste Water Pump Stations A, B, C, D & DA (Subcontractor for Charley Toppino & Sons Inc.)

Owner - City of Key West

Cost - \$506,256.47

Engineer - CH2MHILL

References - Andrew Toppino 305-797-5839

6) 712 Love Ln., Key West - Historic Home Renovation

Owner - Andrew Fleming & Gareth Shepherd

Cost - \$588,247.73

Engineer - Guillermo A. Orozco

References - Andrew Fleming +44 7850 974744 andrewfleming2000@gmail.com

7) The Hawks Nest - Mechanical Room (Subcontractor for Gary's Plumbing & Fire)

Owner - The Hawks Nest Condominium

Cost - \$108,297.50

Engineer - T.S. Neal Architects / Barton & Shumer Engineering LLC

References - Gary Rumberger 305-330-8312

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ N/A

KNOW ALL MEN BY THESE PRESENTS, that Barracuda Builders of Key West, Inc.

hereinafter called the PRINCIPAL, and UNITED STATES FIRE INSURANCE COMPANY

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

having its principal place of business at 11490 WESTHEIMER, SUITE 300, HOUSTON

in the State of TEXAS,

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

The City of Key West

hereinafter called the OBLIGEE, in the sum of Twenty Nine Thousand Six Hundred Twenty Six & 25/100
DOLLARS (\$ 29,626.25) for the payment for which we bind ourselves,
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for
ITB # 19-018 / SMATHERS BEACH RESTROOM WEST / IS72011901 said Bid, by
reference thereto, being hereby made a part hereof.

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

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

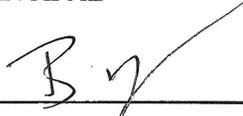
ITB # 19-018 / SMATHERS BEACH RESTROOM WEST / IS72011901

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

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

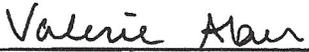
Signed and sealed this 5th day of June, 2019.

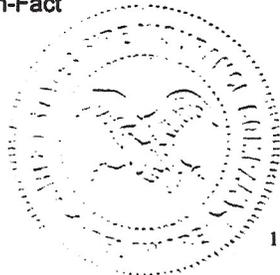
PRINCIPAL

By 

STATE OF ARIZONA)
: SS
COUNTY OF MARICOPA)

UNITED STATES FIRE INSURANCE COMPANY
SURETY

By 
Valerie Aber, Attorney-In-Fact



A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS.

ON JUNE 5, 2019 BEFORE ME, OLGA GONZALEZ

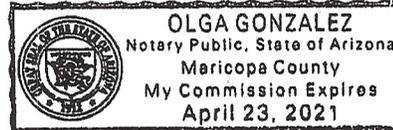
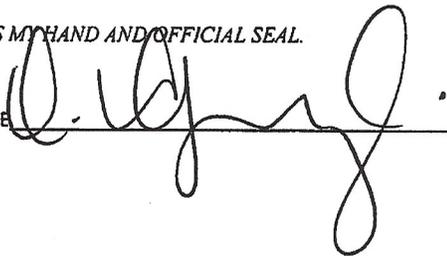
PERSONALLY APPEARED VALERIE ABER, ATTORNEY-IN-FACT

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE



THIS AREA FOR OFFICIAL NOTORIAL SEAL

UNITED STATES FIRE INSURANCE COMPANY
11490 Westheimer Rd, Suite 300 (77077)
P.O. Box 2807 • Houston, Texas 77252-2807
713-954-8353 • 800-388-1914 FAX

SPECIAL POWER OF ATTORNEY

Know All Men By These Presents:

That United States Fire Insurance Company, hereinafter referred to as the Company, in pursuance of authority granted by Resolution adopted by the Board of Directors, does hereby nominate, constitute and appoint Daniel Ruggeri, Sam Caringi and Valerie Aber, its true and lawful agent and Attorney-In-Fact to make, execute, seal and deliver, for and on its behalf and as its act and deed, as surety, bonds and contracts of suretyship to be given to all obligees provided that no bond or contract of suretyship executed under this authority shall exceed the sum of:
Unlimited

Certificate of Resolution:

This power of attorney is granted and is signed and sealed by facsimile under and by the authority of the following By-laws adopted by the Board of Directors of the Company by an unanimous written consent dated as of the 10th day of December 2003.

Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation: (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements; (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

In Witness Whereof the Company has caused its official seal to be hereunto affixed, and these presents to be signed by its Assistant Vice President and attested by its Assistant Vice President this 19th day of October, 2017.

Kiki Brown

ATTEST:

Kiki Brown
(Assistant Vice President)



Michael P. Ziemer

By:

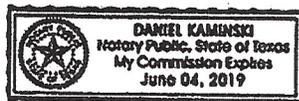
Michael P. Ziemer
(Vice President)

STATE OF TEXAS,

ss.:

COUNTY OF HARRIS

On this 19th day of October, 2017, before me personally came Michael P. Ziemer to me known, who being by me duly sworn, did depose and say: that he resides in Cypress, in the County of Harris, State of Texas; that he is Vice President of United States Fire Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order, and in his capacity as Vice President.



Daniel Kaminski

County of Harris, State of Texas
My Commission Expires June 04, 2019

I, the undersigned, an Assistant Vice President of United States Fire Insurance Company, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed this 5 day of June, 2019.



Kiki Brown

(Assistant Vice President)

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

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

1. This sworn statement is submitted with Bid or Bid for Smathers Beach Restroom West
ITB 19-018

2. This sworn statement is submitted by Barracuda Builders of Key West, Inc.
(Name of entity submitting sworn statement)

whose business address is 5601 3rd Avenue, Key West, FL 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-1840239

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

3. My name is Bryan Wofsey
(Please print name of individual signing)

and my relationship to the entity named above is President and Owner

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means

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

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

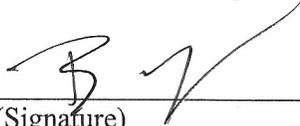
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July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

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

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

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

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



(Signature)

June 4, 2019

(Date)

STATE OF Florida

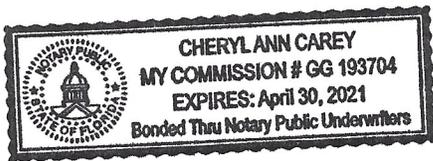
COUNTY OF Monroe

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 4 day of June, 2019.

My commission expires:



Cheryl Carey
NOTARY PUBLIC

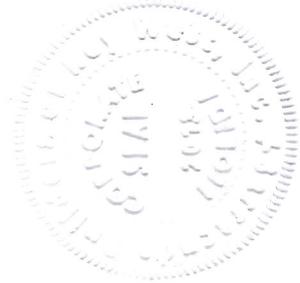
INDEMNIFICATION

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

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

CONTRACTOR: Barracuda Builders of Key West, Inc.

SEAL:



5601 3rd Ave., Key West, FL 33040
Address


Signature

Bryan Wofsey
Print Name

President
Title

DATE: June 4, 2019

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

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

Business Name Barracuda Builders of Key West, Inc. Phone: 305-396-7752

Current Local Address: 5601 3rd Ave., Key West, FL 33040 Fax: 305-396-7832
(P.O Box numbers may not be used to establish status)

Length of time at this address: 6 years

[Signature] Date: 6/4/2019
Signature of Authorized Representative

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 4 day of June, 2019.

By Bryan Wofsey, of Barracuda Builders of Key West, Inc.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

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



[Signature]
Signature of Notary

Cheryl Carey
Print, Type or Stamp Name of Notary

Office Manager
Title or Rank

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

**2018 / 2019
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2019**

Business Name: BARRACUDA BUILDERS OF KEY WEST INC

RECEIPT# 30140-110014

Owner Name: BRYAN ROBERT WOFSEY
Mailing Address:
5601 3RD AVE
KEY WEST, FL 33040

Business Location: 5601 3RD AVE
KEY WEST, FL 33040

Business Phone: 305-396-7752
Business Type: CONTRACTOR (CERTIFIED GENERAL CONTRACTOR)

Employees 1

STATE LICENSE: CGC1521253

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

Paid 102-17-00006861 07/17/2018 20.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

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

MONROE COUNTY BUSINESS TAX RECEIPT

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

EXPIRES SEPTEMBER 30, 2019

Business Name: BARRACUDA BUILDERS OF KEY WEST INC

RECEIPT# 30140-110014

Owner Name: BRYAN ROBERT WOFSEY
Mailing Address:
5601 3RD AVE
KEY WEST, FL 33040

Business Location: 5601 3RD AVE
KEY WEST, FL 33040

Business Phone: 305-396-7752
Business Type: CONTRACTOR (CERTIFIED GENERAL CONTRACTOR)

Employees 1

STATE LICENSE: CGC1521253

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

Paid 102-17-00006861 07/17/2018 20.00

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name BARRACUDA BUILDERS OF KEY WEST CtlNbr:0022530
Location Addr 5601 3RD AVE
Lic NBR/Class 18-00027819 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: July 19, 2017 Expiration Date:September 30, 2018
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00

Comments:

This document must be prominently displayed.

BARRACUDA BUILDERS OF KEY WEST
5601 3RD AVE

KEY WEST FL 33040

BARRACUDA BUILDERS OF KEY WEST

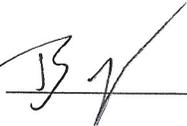
Oper: KEWJTB Type: CC Drawer: 1
Date: 7/19/17 62 Receipt no: 23067
2018 27819
OR LIC OCCUPATIONAL RENEWAL
Trans number: 1.00 \$325.00
CA CHECK 1629 3110066
Trans date: 7/19/17 Time: 15:19:08 \$325.00

Please Note: Due to new City procedures, Barracuda Builders of Key West, Inc. is no longer required to file for a City of Key West Business Tax Receipt as our business is not located within the City of Key West...

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

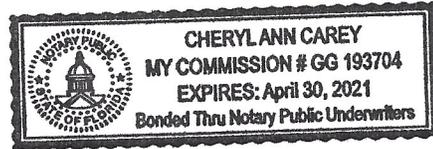
STATE OF Florida)
: SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of Barracuda Builders of Key West, 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:  Bryan Wofsey

Sworn and subscribed before me this
4 Day of June, 2019.


NOTARY PUBLIC, State of Florida at Large

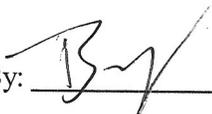


My Commission Expires: April 30, 2021

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

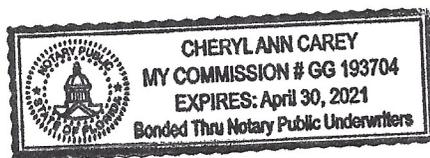
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection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

By:  Bryan Wofsey

Sworn and subscribed before me this

4 day of June, 2019.


NOTARY PUBLIC, State of Florida at Large



My Commission Expires: April 30, 2021

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Bid filled in, using 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 Bid. [✓]
6. Experience record included. [✓]
7. Bid 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 2 flash drives as stated in the invitation to bid. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2019,

by and between the CITY OF KEY WEST, hereinafter called the "Owner", and Barracuda

Builders of Key West, Inc.

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 19-018, SMATHERS BEACH RESTROOMS WEST, Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ th day of _____ 2019, all in full compliance with the Contract Documents referred to herein.

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

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

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

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

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

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$250.00 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., 2019.

CITY OF KEY WEST

By _____

Title City Manager

CONTRACTOR

By _____ Bryan Wofsey

Title President

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

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

with offices, at _____

hereinafter called the CONTRACTOR, (Principal), and _____

with offices, at _____

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

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

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2019, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

_____ Attest

SURETY

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO _____

AMOUNT: \$ _____

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

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

_____ with offices at _____

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

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

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

ITB 19-018 / SMATHERS BEACH RESTROOMS WEST / IS72011901

attached hereto, with the CITY, dated _____, 2019, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the permit form, coral

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

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

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

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2019, 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