

**BID FORM**

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **RE-BID: 201 WILLIAM ST. SPALLING REPAIR  
KEY WEST HISTORIC SEAPORT**

Project No.: ITB #21-011

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

Company Name: DEC Contracting Group, Inc.

Contact Name & Telephone #: Erika Bodenstein 239-332-4322 ext 105

Email Address: erika@decontracting.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, that he has personally inspected the Project, 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 Proposal.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

**CERTIFICATES OF INSURANCE**

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the

Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Type of Insurance	Limits	Comments
General Liability	\$2,000,000	
Business Automobile Liability	\$1,000,000	
Workers' Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West

immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

SURETY AND INSURER QUALIFICATIONS

All 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.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within one hundred-eighty (180) calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and 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 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 excluded in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

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

SALES AND USE TAXES

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

UNIT PRICE WORK 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 unit price amounts.

The Bidder agrees that the unit price represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

\* \* \* \* \*

**BID SCHEDULE  
RE-BID  
201 WILLIAM ST. SPALLING REPAIR  
KEY WEST HISTORIC SEAPORT**

UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

1. Mobilization and Demobilization

a. Mobilization	1	each	\$	70,484.39	_____
b. Demobilization	1	each	\$	20,362.16	_____
	1	LS		(10% of Construction Cost Max.)	\$ 90,846.55

2. Payment and Performance Bonds

1	LS			\$ 21,510.99	_____
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3. Permit Fees (to be paid at cost)

1	LS			\$ 30,000.00	_____
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4. Demolition (INCIDENTAL TO ALL BID ITEMS)

1	LS				
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5. Reinforced Structural Concrete Tie-Beams (includes all labor, equipment and disposal for a complete product)

302	CF	Unit Price \$	_____	TOTAL	\$ 247,520.80
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6. Reinforced Structural Concrete Columns (includes all labor, equipment and disposal for a complete product)

740	CF	Unit Price \$	_____	TOTAL	\$ 505,423.17
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7. Miscellaneous Electrical/ Mechanical Work (includes all labor, equipment and disposal for a complete product)

1	LS			\$ 95,545.50	_____
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8. Miscellaneous Plumbing Work (includes all labor, equipment and disposal for a complete product)

1 LS \$ 29,243.19

9. Miscellaneous Appertances - Interior (includes all labor, equipment and disposal for a complete product)

1 LS \$ 29,494.80

10. Miscellaneous Appertances - Exterior (includes all labor, equipment and disposal for a complete product)

1 LS \$ 29,494.80

11. Allowance (only to be used with Owner's written direction)

1 LS \$ 75,000.00

**TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:**

Total of lump sum items 1 - 11 \$ 1,142,079.80

One million one hundred forty two thousand seventy nine Dollars & eighty Cents  
(amount written in words)

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

<u>MOBILIZATION</u>	<u>\$45,000.00</u>
<u>DEMOBILIZATION</u>	<u>\$13,000</u>
<u>INTERIOR APPURTENUNCES</u>	<u>\$15,000.00</u>
<u>EXTERIOR APPERTUANCES</u>	<u>\$15,000.00</u>
<u>PROTECTION</u>	<u>\$20,000.00</u>
<u>FINISHES</u>	<u>\$20,000.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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<u> </u>	<u> </u>

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:

Electrical  
\_\_\_\_\_  
Portion of Work  
  
Whidden Electric  
\_\_\_\_\_  
Name  
  
12801 Commerce Lakes Drive, Suite # 29, Fort Myers, FL 33919  
\_\_\_\_\_  
Street City State Zip

Concrete  
\_\_\_\_\_  
Portion of Work  
  
Bella Concrete  
\_\_\_\_\_  
Name  
  
35 Diamond Drive, Key West, FL, 33040  
\_\_\_\_\_  
Street City State Zip

Plumbing  
\_\_\_\_\_  
Portion of Work  
  
Gary's Plumbing  
\_\_\_\_\_  
Name  
  
6409 2nd Terrace, Suite 1, Key West, FL, 33040  
\_\_\_\_\_  
Street City State Zip

HVAC and Refrigeration  
\_\_\_\_\_  
Portion of Work  
  
Breezy Cool Air Conditioning  
\_\_\_\_\_  
Name  
  
9482 Campi Drive, Lake Worth, FL, 33467  
\_\_\_\_\_  
Street City State Zip

SURETY

The Ohio Casualty Insurance Company \_\_\_\_\_ whose address is

1200 Mac Arthur Blvd., Mahwah, NJ, 07430  
Street City State Zip

908-625-0292 True & Associates  
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is DEC Contracting Group, Inc.

( Corporation) \_\_\_\_\_ doing business  
at

1560 Matthew Drive Suite B, Fort Myers, Florida, 33907  
Street City State Zip

erika@decontracting.com  
email address

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:

Name	Title
<u>Erika@decontracting.com</u> <u>E. Bidens</u>	<u>Vice President</u>
_____	_____
_____	_____
_____	_____



If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
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 31 day of March 2021

(SEAL)



DEC Contracting Group, Inc.

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

By Erika Bodenstein

*E. Bodenstein*

Title Vice President

Attest \_\_\_\_\_

Secretary

*[Signature]*

## EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

(List similar projects, with types, names of owners, construction costs, Engineers, and references with phone numbers. Use additional sheets if necessary.)

Key West By The Sea Build B - Airport NIP Project

6 Month Duration \$3,160,070.52 Construction performed in 2019

New Electrical, New HVAC, Window and Door Replacement, Concrete Block Infill, Concrete Infill, Concrete Spalling Repair, Painting.

Owner: Monroe County Board of County Commissioners

General Contractor: DEC Contracting Group Inc.

Program Manager: THC Inc. Contact is Dale Griffin 1-407-456-2443

It should be noted that DEC self performed all work with the exception of HVAC and Electrical and that DEC personnel live and have a permanent presence in Key West

Key West By The Sea Build C - Airport NIP Project

10 Month Duration \$5,928,071.69 Construction performed in 2020

New Electrical, New HVAC, Window and Door Replacement, Concrete Block Infill, Concrete Infill, Concrete Spalling Repair, Painting.

Owner: Monroe County Board of County Commissioners

General Contractor: DEC Contracting Group Inc.

Program Manager: THC Inc. Contact is Dale Griffin 1-407-456-2443

It should be noted that DEC self performed all work with the exception of HVAC and Electrical and that DEC personnel live and have a permanent presence in Key West

Key West By The Sea Build A - Airport NIP Project

5 Month Duration \$3,081,162.44 Construction performed in 2021

New Electrical, New HVAC, Window and Door Replacement, Concrete Block Infill, Concrete Infill, Concrete Spalling Repair, Painting.

Owner: Monroe County Board of County Commissioners

General Contractor: DEC Contracting Group Inc.

Program Manager: THC Inc. Contact is Dale Griffin 1-407-456-2443

It should be noted that DEC self performed all work with the exception of HVAC and Electrical and that DEC personnel live and have a permanent presence in Key West

Sander Pines and Timber Ridge

1 year Duration \$2,423,789.00 Construction performed in 2018

New Electrical, New HVAC, Window and Door Replacement, Concrete Block Infill, Concrete Infill, Concrete Spalling Repair, Painting.

Owner: Rural Neighborhoods

General Contractor: DEC Contracting Group Inc.

Architect: Ted Hoffman, Architect Contact is 1-863-673-6814

Construction of New Scale House and Addition to Fleet Maintenance

1 year Duration \$1,358,048.00 Construction performed in 2017

New Construction and site development

Owner: Lee County Board of County Commissioners

General Contractor: DEC Contracting Group Inc.

Project Manager for Lee County: Mike Avoglia Contact is 1-239-707-1062

**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$ Five Percent of The Amount Bid (5%)

KNOW ALL MEN BY THESE PRESENTS, that DEC Contracting Group, Inc.

hereinafter called the PRINCIPAL, and The Ohio Casualty Insurance Company

a corporation duly organized under the laws of the State of New Hampshire

having its principal place of business at 1200 MacArthur Boulevard, Mahwah, NJ 07430

in the State of New Jersey

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 The 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 **ITB #21-011 RE-BID: 201 William St. Spalling Repair – Key West Historic Seaport**, said Bid Proposal, 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 Proposal and the detailed Specifications, entitled:

**ITB #21-011**

**RE-BID**

**201 WILLIAM ST. SPALLING REPAIR**

**KEY WEST HSITORIC SEAPORT**

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 31st day of March, 2021.

DEC Contracting Group, Inc.

By

E. Bodenstern  
PRINCIPAL

The Ohio Casualty Insurance Company

SURETY

By

Sandra A. Pace  
Attorney-In-Fact Sandra A. Pace, Attorney-in-Fact

## CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00 lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration **The Ohio Casualty Insurance Company**, incorporated organized and existing under the laws of the State of **New Hampshire** and licensed to do business in the State of **Florida**, certified and agrees, that if the contract for the **City of Key West – ITB #21-011 RE-BID: 201 William St. Spalling Repair – Key West Historic Seaport** is awarded to **DEC Contracting Group, Inc.**, the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this **31<sup>st</sup>** day of **March, 2021**.

**The Ohio Casualty Insurance Company**

By: Sandra A. Pace

Sandra A. Pace, Attorney-in-Fact

Witness: Nikki DiCosmo

Nikki DiCosmo, As to Surety

CORPORATE ACKNOWLEDGMENT

State of Florida

County of Lee

On this 31<sup>st</sup> day of March, 2021, before me personally came Erika Badenstein to me known, who being by me duly sworn, did depose and say that he/she is the Vice President of DEC Contracting Group, Inc. corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.



REGINAL DUNN  
Commission # HH 030505  
Expires August 29, 2024  
Bonded Thru Budget Notary Services

My commission expires \_\_\_\_\_

Reginal L. Dunn  
Notary Public

SURETY ACKNOWLEDGMENT

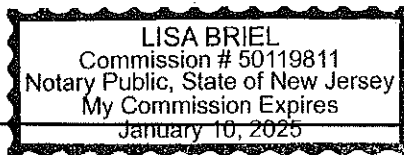
State of     New Jersey    

County of     Union    

On this 31<sup>st</sup> day of March, 2021

Before me personally came Sandra A. Pace to me known, who being by me duly sworn, did depose and say that he/she is an Attorney-in-Fact of The Ohio Casualty Insurance Company the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires \_\_\_\_\_



A handwritten signature in black ink, appearing to read "Lisa Briel", written over a horizontal line.



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

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

Certificate No: 8200288-969516

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Marc J. Michalewsky; Sandra A. Pace; Thomas M. True; Lisa A. Anderson; Kemal Brkanovic; Cheryl R. Coleman; Mary J. D'Amato; Rachael Hurley

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of January, 2019.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of March, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





THE OHIO CASUALTY INSURANCE COMPANY  
 FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets		Liabilities	
Cash and Bank Deposits .....	(\$3,063,860)	Unearned Premiums .....	\$1,281,143,437
*Bonds — U.S Government .....	1,006,099,793	Reserve for Claims and Claims Expense.....	3,445,256,612
*Other Bonds .....	3,994,316,104	Funds Held Under Reinsurance Treaties .....	0
*Stocks .....	192,977,450	Reserve for Dividends to Policyholders .....	183,012
Real Estate .....	0	Additional Statutory Reserve .....	0
Agents' Balances or Uncollected Premiums .....	762,342,997	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	33,878,311	Other Liabilities .....	196,783,603
Other Admitted Assets .....	919,548,302	<b>Total</b> .....	<b>\$4,923,366,664</b>
		Special Surplus Funds .....	\$ 5,242,951
		Capital Stock .....	4,500,000
		Paid in Surplus .....	738,183,897
		Unassigned Surplus .....	1,234,805,586
		<b>Surplus to Policyholders</b> .....	<b>1,982,732,434</b>
<b>Total Admitted Assets</b> .....	<b><u>\$6,906,099,097</u></b>	<b>Total Liabilities and Surplus</b> .....	<b><u>\$6,906,099,098</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27<sup>th</sup> day of March, 2020.

*TAMIKOLAJEWSKI*

Assistant Secretary

**ANTI-KICKBACK AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Lee )

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: E. Bodenstern

Sworn and subscribed before me this 31st day of March 2021.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



**REGINAL DUNN**  
Commission # HH 030505  
Expires August 29, 2024  
Bonded Thru Budget Notary Services

\* \* \* \* \*

**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 City of Key West ITB 21-011 Re-Bid 201 William St. Spalling Repair Key West Historic Seaport.

2. This sworn statement is submitted by DEC Contracting Group, Inc.  
(name of entity submitting sworn statement)

whose business address is 1560 Matthew Drive Suite B, Fort Myers, Florida 33907

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-4934701

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

signing this sworn statement NA

3. My name is Erin A Bodenstern  
(please print name of individual signing)

and my relationship to the entity named above is Vice 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.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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

E. Bodenstein Erika Bodenstein  
(signature)

3-31-2021  
(date)

STATE OF Florida

COUNTY OF Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 31st day of March, 2021.

My commission expires:



REGINAL L. DUNN  
Commission # HH 030505  
Expires August 29, 2024  
Bonded Thru Budget Notary Services

Reginal L. Dunn  
NOTARY PUBLIC

**CITY OF KEY WEST INDEMNIFICATION FORM**

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: DEC Contracting Group, Inc.

Address

E. Bodenstein

Signature

Erika Bodenstein

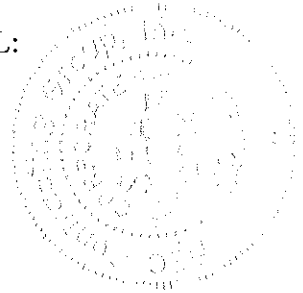
Print Name

Vice President

Title

DATE: 3-31-2021

SEAL:



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Lee )

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_

DEC Contracting Group, 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 Code of Ordinances Sec. 2-799.

By: Erika Bodenstein *E. Bodenstein*

Sworn and subscribed before me this 31st day of March 20 21.

*Reginal. Dunn*  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



**REGINAL DUNN**  
Commission # HH 030505  
Expires August 29, 2024  
Bonded Thru Budget Notary Services

\* \* \* \* \*

**CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Lee )

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of DEC Contracting Group, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

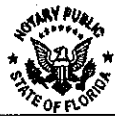
By: Erika Bodenstein *E. Bodenstein*

Sworn and subscribed before me this

31st day of March 2021.

*Reginal Dunn*

NOTARY PUBLIC, State of Florida at Large



**REGINAL DUNN**  
Commission # HH 030505  
Expires August 29, 2024  
Bonded Thru Budget Notary Services

My Commission Expires: \_\_\_\_\_





NA

**LOCAL VENDOR CERTIFICATION  
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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 Code od Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code od Ordinances Section 2-798

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

Business Name

Phone:

Current Local Address:

Fax:

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

Length of time at this address

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

\_\_\_\_\_  
Date

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

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

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

By \_\_\_\_\_, of \_\_\_\_\_

(Name of officer or agent, title of officer or agent)      Name of corporation acknowledging)

or has produced \_\_\_\_\_ as identification

(type of identification)

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

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

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

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

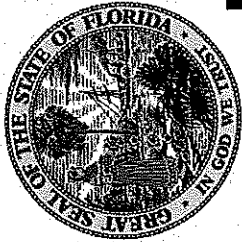
## BIDDER'S CHECKLIST

(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 black ink.
3. Total and unit Prices added correctly.
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 days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification; Non-Collusion Affidavit; Proof of Required Insurance

\* \* \* \* \*





Ron DeSantis, Governor

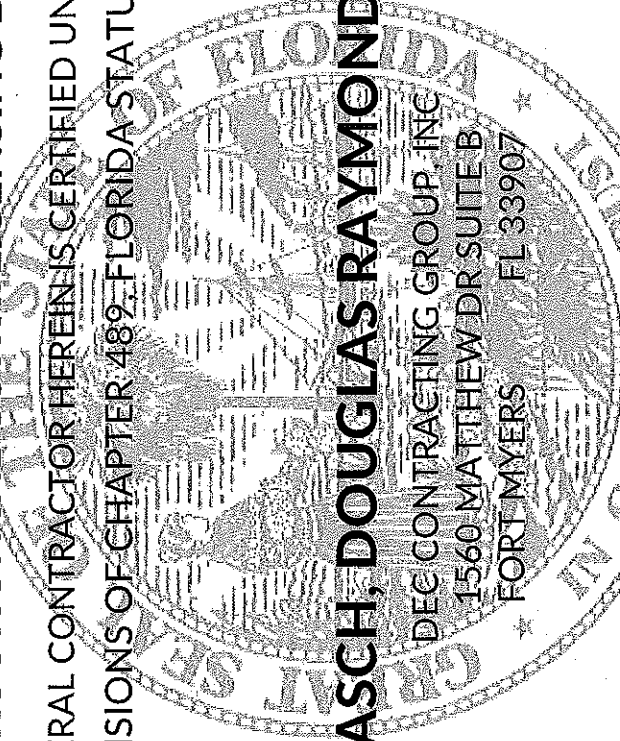
Halsey Beshears, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



**MASCH, DOUGLAS RAYMOND II**

DEC CONTRACTING GROUP, INC  
1560 MATTHEW DR SUITE B  
FORT MYERS FL 33907

LICENSE NUMBER: CGC1526430

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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



**PORT & MARINE SERVICES**  
201 William Street  
Key West, FL  
33040

**ADDENDUM NO. 1**

**RE-BID:  
201 WILLIAM ST. SPALLING REPAIR  
KEY WEST HISTORIC SEAPORT  
ITB #21-011**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

**GENERAL NOTES:**

1. Mandatory Pre-Bid sign-in sheet attached.
2. Laydown Area located in the bus parking lot located in 900 Block of Caroline Street. It shall be contained in the two bus parking spaces at the Southwest corner of lot as shown on attachment.
3. All Requests for Information must be submitted, in writing, end of business March 26, 2021.

**CLARIFICATION:**

1. Per plan there are 34 concrete columns to be replaced. 32 columns were noted incorrectly in Scope of Work.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

E. Bodenstein  
Signature

DEC Contracting Group Inc.  
Name of Business

**RE-BID**  
**201 WILLIAM ST. SPALLING REPAIR**  
**KEY WEST HISTORIC SEAPORT**

ITB #21-011

Mandatory Pre-Bid Meeting SIGN-IN Sheet

March 24, 2021  
 9:30 AM

NAME / COMPANY

CONTACT #

EMAIL

ONE SOURCE RESTORATION 813-380-5510 les@onesourceresto.com

DEC Contracting Group 504-782-2614 chris@deccontracting.com

SERGE MASHTAKOV, ARTIBUS DESIGN (305) 304-3512 SERGE@artibusdesign.com

Karel Dusbak Check Electric LLC 305-890-3332 check@checkelectricllc.com

CHRISTIAN BRISSON PEDRO FALCON CONTRACTOR 305-872-2200 cb@pedrofalcon.com

HOP SCHAECKELGOST MARINO CONST GROUP 754-549-1992 hschaeckelgost@marinoconstruction.com

TIM NEELY BELLA CONST 305-796-0628 TIM@CONCRETEBELLA.COM

MARRIO CONSTRUCTION 305-393-6319 NASAWVERI@gmail.com

Ryon LaChapelle Seatech, Inc. 305-304-8406 RYONL@SEATECH.CC

Charles Perry Gary the Carpenter 506-892-0761 GarytheCarpenter@HotMail.com

Nathaniel S. McIntyre McEntyre Construction LLC (305) 899-9868 / nathanie@mcintyreconstructionkeywest.com

Russ Howell Gary the Carpenter (305) 747-0251 garythe.carpenter@hotmail.com

Robert Blanchard DL Porter 941-929-9400 gwy@dmpor.com, robert@dlporter.com



**LAYDOWN AREA**



## **PORT & MARINE SERVICES**

201 William Street  
Key West, FL  
33040

### **ADDENDUM NO. 2**

**RE-BID:  
201 WILLIAM ST. SPALLING REPAIR  
KEY WEST HISTORIC SEAPORT  
ITB #21-011**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

#### **QUESTIONS & CLARIFICATIONS:**

1. Will the contractor be responsible to paint the entire walls from top to bottom and wall to wall to be able to match the existing paint for each repair area? Sometimes the paint has faded and we will not get a perfect match if we only paint the new concrete that was replaced. There might be a slight difference between the new paint patch and the existing walls that has been untouched

**Paint to match 12" beyond concrete patch. Straight vertical or horizontal cuts**

2. Under addendum No. 2 item #3 states "Contractor to sequence noisy activities (95 decibels or greater), within 50 feet of food consumption areas, before business hours. Late night and early morning work will be considered for certain activities." Furthermore, the city of Key West noise ordinance states "Sound levels produced from tools and equipment in commercial construction, demolition, drilling, or reasonably similar activities. However, such sound levels are limited to the hours of 8:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday." Based on these two conditions, will the City of Key West provide the contractor with a permit to produce noise beyond these hours restricted by the noise ordinance?

**A Sound Control Ordinance "temporary waiver" will be required for work outside of noted hours, Owner will assist in obtaining. Contractor shall submit "temporary waiver" request in writing with Bid**

3. Will the contractor be able to make noise in excess of the 95 decibels during business hours at the following areas: column 28, 29, 30, 31, 32, 33, 34, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 since they are further away than 50 feet of food consumption areas?

**It appears columns 28, 29 and 30 are within 50 feet of a food consumption area. All other columns noted are outside the 50-foot requirement**



4. The base of column 2, 3, 4 intersect the slopping handicap concrete ramp. Will the contractor have to saw cut and demo the ADA ramp slab to be able to reach and access the base of column 2, 3, and 4 as shown on detail 1 on sheet S-101?

**See Answer to Question 5**

5. The base of columns 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23 intersect the interior elevated floor slab and also the exterior elevated slab for the front entrance and the loading dock slab which is approximately 42 inches above the exterior grade for The Waterfront Brewery. Will the contractor have to saw cut and demo the concrete elevated slabs to be able to reach and access the existing grade beam and foundations of these columns as shown on detail 2 on sheet S-102?

**Columns shall extend minimum 6" below the lowest existing grade or 6" into a grade beam if it is exposed. No demolition of the ramp nor loading dock slab is expected. The contractor shall protect all finished surfaces including loading dock and ramp slab from damage during demolition and installation of new concrete. Any repairs or restoration needed shall be completed in workmanlike manner, meet or exceed industry standards and at contractor's expense**

6. Column 19 is located inside the Waterfront Brewery restaurant. The slab of the restaurant is approximately 42 inches above the exterior grade which the perimeter foundation appears to be located. Is it the intent of this detail 1/S101 for the contractor to saw cut the existing restaurant floor slab and excavate until it reaches the existing grade beam/foundation located at an unknown depth below the slab or will the contractor stop the column replacement at the restaurant floor slab level?

**See Answer to Question 5**

7. If the answer of questions #6 is to reach the foundation under the slab on grade, would any as-built drawings or information be available to indicate how deep the foundation is below the restaurant floor slab?

**As-built drawings are not available at this point**

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

E. Bodersheim  
Signature

DEC Contracting Group, Inc.  
Name of Business