



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

TRANSMITTAL

Included: _____

Drawings: ☐

Specifications: ☐

Correspondence: ☐

Submittal: ☐

Proposal: ☒

For Your: _____

Approval: ☐

Review/Comment: ☐

Use: ☒

Return: ☐

Sent Via: _____

Fed-Ex, UPS, USPS: ☐

Overnight: ☐

Fax: ☐

Hand Delivered: ☒

Date: Tuesday, May 30, 2023

To: City of Key West

Company: Office of the City Clerk

Address: 1300 White Street, Key West, FL 33040

Email: [N/A](#)

Project: Frederick Douglass Community Center

Description: ITB #23-005

Remarks: Please find the original copy of our Bid
Submittal enclosed with 2 copies
on Flash Drives.

Regards,

Kathleen Smith
Construction Services Manager
Marino Construction Group, Inc.
7025 Shrimp Rd., #2E, Key West, FL 33040
C: 305-619-2774
ksmith@marino-construction.com



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

City of Key West
Frederick Douglass Community Center
ITB # 23-005

Bid Submission

Bidder: Marino Construction Group, Inc.
CGC # 021647

BID FORM

To: City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: **FREDERICK DOUGLASS COMMUNITY CENTER (FDCC)**
Project No.: ITB #23-005

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

Company Name: Marino Construction Group Inc.

Contact Name & Telephone #: Matah Persaud, CEO - 305-359-5269

Email Address: mpersaud@marino-construction.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he/ she has carefully examined the Contract Documents, that he/ she has personally inspected the Project, that he/ she has satisfied himself/ herself 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.

GENERAL INSURANCE REQUIREMENTS

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State

of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to

engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.

- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontractor or under such contractor's or sub-contractor's insurance coverages.

2.0 SPECIFIC INSURANCE COVERAGES AND LIMITS:

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each
Employee	

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does not apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by the Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury &	\$2,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury &	
Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident

If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Builders Risk Insurance shall be maintained by the Contractor. Coverage should be provided on an "All Risk" basis to include the perils of Flood and Wind. Coverage must extend to all materials stored at the construction site that is intended to be included in the completed structure. Coverage should be provided on a "Completed Value" basis. The minimum acceptable limits for this coverage shall be the Full Replacement Value of the completed structure. City shall be designated as the "Loss Payee" on the policy.

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/ her 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 **four hundred forty (440) 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 \$500.00 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/ she has received Addenda No's. 1, 2, 3, _____. (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/ her Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM WORK ITEMS

The Proposal for the work is to be submitted on lump sum basis. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on work actually performed by the Contractor, as specified in the Contract Documents.

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 individual lump sum amounts. The Bidder agrees that the lump sum pricing include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

* * * * *



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

Frederick Douglass Community Center – ITB 23-005

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 Request for Proposal (RFP) package is hereby amended in accordance with the following items:


City: Requests for Information and Clarifications:

1. Permit fees are unknown – will an allowance or exclusion of fees be acceptable?
 - a. Add an allowance of \$125,000 for permit fees.
2. Bid invitation page 12 states 545 calendar days for completion. Page 18 states 440. Which is correct?
 - a. Please use 545 calendar days.
3. Has an asbestos Survey been performed? If so, please provide. If not, will Owner perform or GC?
 - a. City to provide asbestos/ lead paint test results prior to demolition of the building.
4. Bid docs state we agree to Florida Green Comm. Building – will this building need to be certified?
 - a. Yes, the building is required to be a min. of a bronze certification. City to complete paperwork.
5. Bid Docs state if there's an event scheduled, we have to stop construction if there's interference. Is there a calendar of events we can review to see how many days will be affected by these events?
 - a. Plan for (2) Friday shut-downs for Goombay Festival that happen the weekend before Halloween.
6. Add Alternate for solar form states total of A-B. Shouldn't this read A-C?
 - a. No change to the bid form is needed.
7. Will the Owner be responsible for Health Dept. application and review/fees?
 - a. City to coordinate with the health dept. for review and fees that are needed.
8. ITB page 21 regarding Solar add alternate references Roof Plan A2.3.1. We understand it is a design build system but what are the solar panels on E2.0.2 for? Just for reference?
 - a. Ignore the solar panels on E2.02
9. Please verify low voltage data, cameras, access systems are supplied and installed by Owner.
 - a. Owner/ City to supply and install low voltage data, cameras, access systems. Contractor to coordinate with owner's contractor.

Attachments:

1. Pre-Bid Sign-in Sheet_FDCC
2. For Reference Only_2018 Renovation Drawings
3. Geo Tech Report_FDCC
4. K2M- RFI response_AD01
5. Bike Bollard
6. AFC_48x75_20-0429.01
7. DuraShutter- Overhead Door
8. DuraShutter Standard Spec Sheet
9. Solar Study_FDCC
10. AED Specification

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



Signature

Marino Construction Group

Name of Business



THE CITY OF KEY WEST

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

ADDENDUM NO. 2

Frederick Douglass Community Center – ITB 23-005

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 Request for Proposal (RFP) package is hereby amended in accordance with the following items:

- 1. City Update:** Revise the contract documents bid dates as outlined below:

FREDERICK DOUGLASS COMMUNITY CENTER(FDCC)

SUBJECT:	INVITATION TO BID NO. 23-005: CITY OF KEY WEST Frederick Douglass Community Center (FDCC)
ISSUE DATE:	March 31, 2023
MAIL OR SPECIAL DELIVERY REPOSSES TO:	CITY CLERK CITY OF KEY WEST 1300 WHITE STREET KEY WEST, FL 33040
DELIVER BIDS TO:	SAME AS ABOVE.
FIRST DATE FOR INQUIRIES:	April 11, 2023
MANDATORY PRE-BID:	April 18, 2023
FINAL DATE FOR INQUIRIES:	May 8, 2023 <u>May 15, 2023</u>
FINAL DATE FOR RESPONSES:	May 12, 2023 <u>May 19, 2023</u>
BIDS MUST BE RECEIVED:	May 24, 2023 <u>May 30, 2023</u>
NOT LATER THAN:	3:00 P.M. LOCAL TIME

2. Revise the Contract Documents bid date on Page 6 as outlined below:

INVITATION TO BID

Sealed bids for the City of Key West **ITB #23-005 FREDERICK DOUGLASS COMMUNITY CENTER(FDCC)**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:00 pm on MAY 30th, 2023** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

3. See attached RFI's answered by K2M Design, LLC
4. Fence- located between the proposed building and existing building to be 6' high metal picket (black finish). Match City Hall Fence located at 1300 White street, located between buildings. [Click here for street view](#) from Seminary St.

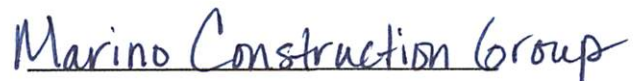
Attachments:

1. K2M- RFI response_AD02

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



Name of Business



THE CITY OF KEY WEST

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

ADDENDUM NO. 3

Frederick Douglass Community Center – ITB 23-005

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 ITB 23-005 package is hereby amended in accordance with the following items:

1. Revised Bid Schedule language, page 19 of Contract Documents- “The Bidder shall submit a Schedule of Values, upon request from the City, on May 30, 2023”.
Clarification, a schedule of Values is not required with the bid but may be requested by the City after the bids are received.
2. Revised Add Alternate for Solar Power System, Bid Form pages 21 & 22, See attachments. A separate line item was requested for Design- build electrical upgrades to the system. If you do not require this as part of your bid, you can put down NA for not applicable. Also revised lump sum for 20.a-20.c and the total cost for 20.a-20.i.
3. Clarification from AD01- Question 42 & 44.
Contractor to provide an allowance of \$15,000 as a line item in the base bid, for projectors.
4. See attachment for final K2M- RFI questions. No additional RFI's will be reviewed but if you have a question on AD03, please email City PM as soon as possible.

Attachments:

1. Revised Add Alternate for Solar Power System, Bid Form
2. K2M- RFI response_AD03

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.

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

Signature

A handwritten signature in blue ink, reading "Marino Construction Group", is written over a horizontal line.

Name of Business

BID SCHEDULE

FREDERICK DOUGLASS COMMUNITY CENTER (FDCC)

LUMP SUM BID

Bid prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and contractor's overhead and profit. Prices for the various work line 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.

The Bidder shall submit a Schedule of Values with the Bid. It shall be broken down by trade and type of work and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values is not included in the Bid package.

Contract Days (545) calendar days. Anticipated days to complete 425 calendar days.

1. Mobilization, General/Supp Conditions and Demobilization

a. Mobilization	1	each	\$ <u>5,000.00</u>
b. General/Supp. Conditions	1	each	\$ <u>510,225.00</u>
c. Demobilization	1	each	\$ <u>0.00</u>
1 LS (10% of Construction Cost Max.)			\$ <u>515,225.00</u>

2. Payment and Performance Bonds

1 LS	\$ <u>100,174.44</u>
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3. Permit Fees (to be paid at cost)

1 LS	\$ <u>125,000.00</u>
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4. All materials to complete site work and landscape.

1 LS	\$ <u>1,145,596.00</u>
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5. Construction of the building (Includes all labor, equipment, & materials for a complete product)

1 LS	\$ <u>7,042,595.78</u>
------	------------------------

6. Utility Allowance (only to be used with owner's written directive) \$ 25,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 – 6 \$ 8,953,591.22

Eight Million Nine Hundred Fifty-Three Thousand Five Hundred Ninety-One Dollars & Twenty-Two Cents
(amount written in words)

BASE BID ADD OR DEDUCT ALTERNATES

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

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

7. An ADD Alternate for the casework and storage labeled Alt 1 (Music Suite)

1 LS \$ 72,475.00

8. A Deduct Alternate for sound panels- Main Hall (101)

1 LS \$ -234,019.55

9. A Deduct Alternate for the proposed generator and pad, including all connections associated with the generator.

1 LS \$ -239,248.90

10. Add Alternate- Irrigation Design-Build / Cistern Design- Build

1 LS \$ 97,690.73

Please describe the type of cistern/ water storage solution(s) you are proposing for the project.

System includes 3 horsepower pump with (2) 5000 gallon poly tanks. Design based on
30 GPM system requirements.

ADDITIONAL ALLOWANCES, SUBSTITUTES, AND ALTERNATE LINE ITEMS - FDCC					
ALLOWANCES					
Line #	DESCRIPTION	AMOUNT	INCLUDED IN BASE BID	ADD	DEDUCT
1	PER ADD # 3, Gen. Note - Allowance: Work to enclose existing building.	\$20,000.00	Yes	\$0.00	\$0.00
2	PER ADD # 1 - Allowance: Concrete Testing	\$13,000.00	Yes	\$0.00	\$0.00
3	PER ADD # 1, Q & A # 33 - Allowance: Lockers	\$10,000.00	Yes	\$0.00	\$0.00
4	PER ADD # 1 - Line Item: Install Visual Displays	\$1,500.00	Yes	\$0.00	\$0.00
5	PER ADD # 3, #3 Allowance: Audio Visual Equipment (Projectors)	\$15,000.00	Yes	\$0.00	\$0.00
6	PER ADD #1 - Install Tackboards	\$1,000.00	Yes	\$0.00	\$0.00
7	PER ADD # 1 - Water Softner System	\$15,000.00	Yes	\$0.00	\$0.00
8	PER ADD # 1 - Lightening Protection	\$38,000.00	Yes	\$0.00	\$0.00
SUBSTITUTES					
	DESCRIPTION	AMOUNT	INCLUDED IN BASE BID	ADD	DEDUCT
9	PER ADD #1, Q & A #30 - Substitute Cost for Resinous Matrix vs Terrazo Tile	\$1,088.00	No	\$10,880.00	\$0.00
10	Per Add # 1, Q & A # 37 - Skyfold Folding Partition - Design Alternate	N/A	No	\$0.00	\$0.00
11	Per ADD #1 - Assume (4) AED Devices	\$10,000.00	Yes	\$0.00	\$0.00

20. Add Alternate for Solar Power System

Design and construct a roof mounted solar power system to provide full electrical services for all loads for daily operation of the facility. (See Roof Plan A2.3.1)

		System Warranty	<u>25</u> Years
a.	LS	Solar Panels- Main Hall Roof <u>28</u> KW	\$ <u>104,587.00</u>
b.	LS	Solar Panels- Low Roof Olivia <u>25</u> KW	\$ <u>93,381.25</u>
c.	LS	Solar Panels- Low Roof Fort St <u>15</u> KW	\$ <u>56,028.75</u>
Total of lump sum items 20.a- 20.c			\$ <u>253,997.00</u>
d.	LS	Battery system for Main Hall	\$ <u>81,395.00</u>
e.	LS	Battery system for Low Roof Olivia	\$ <u>81,395.00</u>
f.	LS	Battery system for Low Roof Fort St	\$ <u>46,830.00</u>
Total of lump sum items 20.d- 20.f			\$ <u>209,620.00</u>
g.	LS	Main Hall Design-Build Electrical Upgrades	\$ <u>0.00</u>
h.	LS	Olivia Street Design-Build Electrical Upgrades	\$ <u>0.00</u>
i.	LS	Fort St. Design-Build Electrical Upgrades	\$ <u>0.00</u>
Total of lump sum items 20.g- 20.i			\$ <u>0.00</u>
Total of lump sum items 20.a- 20.i			\$ <u>463,617.00</u>

Please list your recommended solar system/ battery system size for this building for best ROI and any battery storage space requirements. The solar panels we have selected are made in America, which qualifies the project for an extra 10% government credit (40% total) under the new IRA Law. We propose to use Tesla Powerwall+ DC coupled battery systems. For the Main Hall and Low Roof Olivia systems, there will be four Powerwall+ units, an energy gateway, and a dry transformer to deliver the required 208V-3P power. Each Tesla systems will deliver a total of 30.4 KW of on-grid power, 38.4 KW of off grid power, and 54 kWh of stored energy. The Low Roof Fort St. System will have two Powerwall+ units, an energy gateway, and a dry transformer to deliver the required 208V-3P power. This Tesla system will deliver a total of 15.2 KW of on-grid power, and 19.2 KW of off grid power, and 27 kWh of stored energy.

Please list any changes to the building/ design changes that you would request to better work with your solar panel installation

Fully adhere the TPO membrane to allow design with no screw penetrations through roof for anchors. Since the roof is hollow core, concrete anchors should be completely avoided. Moving all RTUs as close as possible to high roof walls will help design a more concise array. Electrical should be finalized with solar in mind as to not create problems with generator back-up or needed retrofit. We can consult with electrical team on this at appropriate time.

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

EXPERIENCE OF SOLAR POWER SYSTEM BIDDER

The Bidder states that he/ she 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.)

Please refer to the pages inserted below for information about SALT Energy's EPC experience.



Florida Certified Solar Contractor #CVC56734 / Certified Electrical Contractor #EC13008657

“Serving Renewable Energy Clients in the Florida Keys and Caribbean since 1989”

Profile of SALT Energy

Salt Energy is a certified solar contractor offering EPC services for turnkey solar and BESS solutions for photovoltaic (PV) grid-tie, off-grid, and microgrid systems. SALT is a Florida State Licensed Solar Contractor and a Florida Licensed Certified Electrical Contractor and a member of the North American Board of Certified Energy Practitioners.

SALT believes that designing properly for remote and harsh conditions is of utmost importance for a successful project and a returning customer. We are focused on project delivery on-time, on-budget, and with the highest standard of quality and resiliency.

SALT is distinguished as a market leading EPC contractor specialized in best-in-class technology and engineering targeted to withstand the high wind loads and corrosive environments of the Caribbean region. Our home base and experience is centered in the Florida Keys (Monroe County), which is distinguished for requiring the highest design wind loads (180 mph, exposure C) in the entire United States. We are deeply experienced at providing:

- Ground Mounted PV Designs (certified up to 200 mph);
 - Traditional pole-mounted canopy designs
 - Innovative low-to-the-ground, hurricane resilient, ballasted arrays.
- Roof Mounted PV (up to 200 mph, exposure D);
- Carport PV (up to 200 mph, Exposure D);
- Custom structures – awnings, carports, elevated roof mounts;
- Integrated BESS Storage and Microgrid.
- Critical Facilities Microgrid designs (Island mode support of hospitals, airports and emergency shelters).

SALT has more than 20 years of case history with over 150 installations globally and well-known supply-chain and technology partners such as:

- SunPower Inc – U.S.A. premium PV module manufacturer with more than 35 years in the industry. Majority ownership by Total. Salt Service/Salt Energy has been SunPower’s Authorized Commercial and Residential Dealer for South Florida, Bahamas and Caribbean for more than 10 Years;
- SMA, a leading global specialist for PV and Battery Storage system technology;
- TESLA – Authorized dealer for Energy Storage Solutions in USA, Bahamas, USVI, BVI;
- Outback – Grid-Tie and Off-grid PV & Storage systems.
- ComAp – Leaders in generator controls, SCADA and Hybrid Microgrid System controls.

SALT is Management Owned with 73 years of collective renewable energy experience.

- Charles Meier President
- David J. Kaul, PhD Vice President of Engineering and Operations
- Lisa W. Kaul Vice President and Corporate Secretary
- Robert D. Williams Founder, Shareholder

Recent Commercial and Microgrid Project References.

The table below presents the most relevant recent EPC projects under construction or completed by SALT Energy.

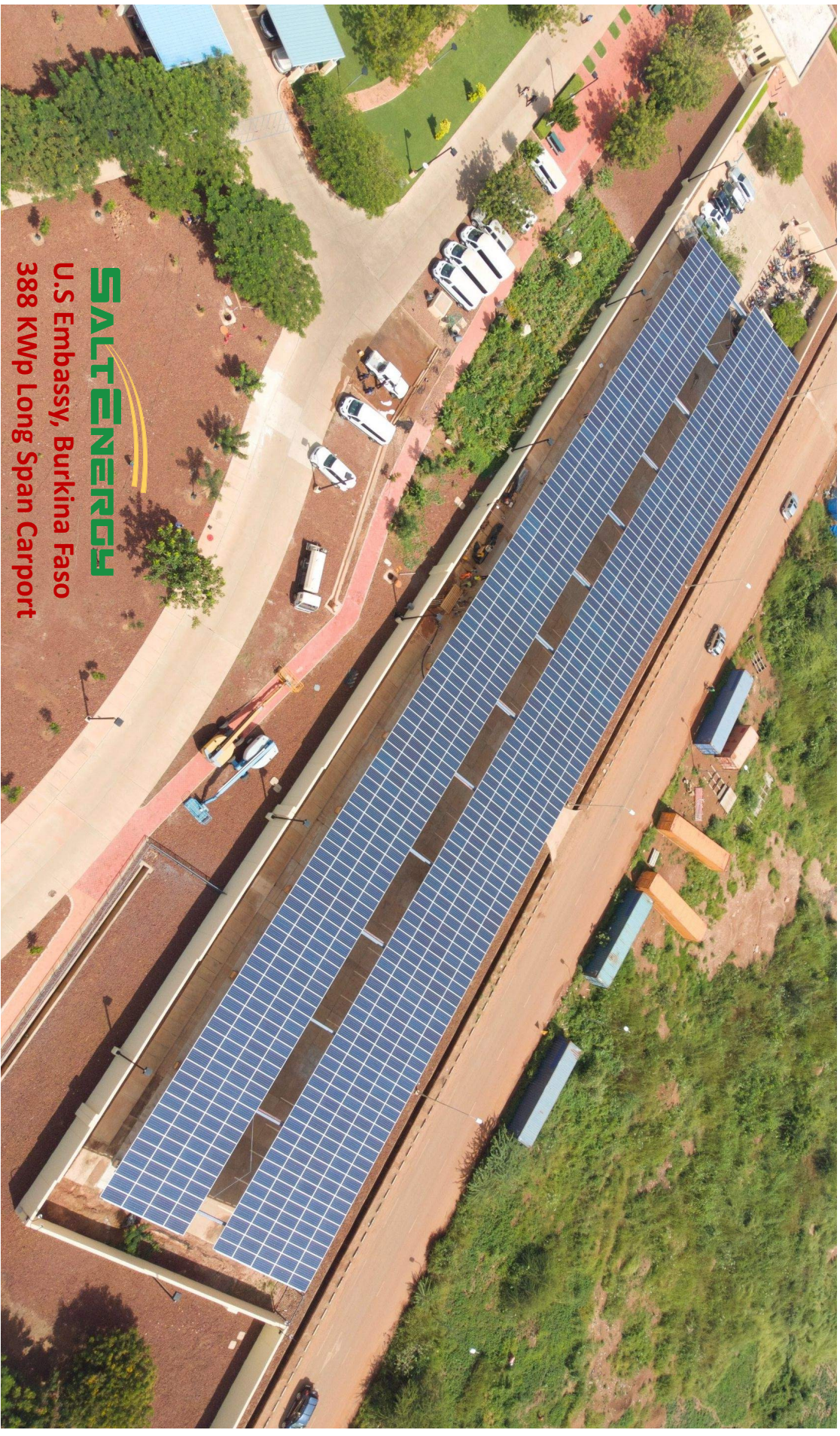
Table 1: SALT Energy recent EPC project references

Location	Type	Size	Status
Burkina Faso	Carport PV - US Embassy	376 kW	Completed Oct 2018
Key Largo, Florida	Ground & roof mounted Custom PV Structure – Key Largo Waste Water Treatment Plant	220 kW	Completed June 2019
Montserrat	Roof mounted PV - Montserrat Utilities Ltd.	288 kW	Completed March 2019
Doral, Florida	Roof mounted PV – Badia Spices Warehouse	529 kW	Completed June 2019
Islamorada, Florida	Roof mounted PV – The Islander Resort	638 kW	Completed Jan 2020
Castaway Cay	Ground Mounted PV + Storage Microgrid – Cruise Ship Company	1,520 KW PV 750KW/ 2.0MWh BESS	Commissioned November 2021
Montserrat	Ground Mounted PV + Storage with Critical Facility Backup - Montserrat Utilities Ltd. Winner of 2022 CREF Industry Award for “Best Distributed Generation Project”.	870 kW PV 2.5 MW/1088kWh BESS	Commissioned August 2021
Ragged Island, Bahamas	Ground Mounted Micro Grid BPL Utility. Winner of 2022 CREF Industry Award for “Best Energy Resilience Project”.	402 kW PV 2.2 MW/1255kWh BESS	Commissioned October 2021
Sweetwater, Florida	Roof mounted PV – Badia Spices Production and Distribution Warehouse	3,240 kW	Commissioned November, 2022

In addition to the above commercial and microgrid projects, we have a residential portfolio of over 150 grid-connected, and off-grid island homes, many with whole-home battery back-up.

Project Images.

1. US Embassy, Burkina Faso, Long Span Carport
2. Montserrat Phase 1, Rooftop PV
3. (2) Badia Spices, Rooftop PV, Doral, FL.
4. Islander Resort, Rooftop PV, Islamorad, FL.
5. Castaway Cay, Bahamas Microgrid
6. (2) Montserrat Phase 2, Microgrid with Critical Facility Backup
7. (2) Ragged Island, Bahamas Microgrid
8. Ragged Island Hybrid Generator/BESS Power Plant
9. (2) Badia Spices, Rooftop PV, Sweetwater, FL.
10. Microgrid Project Recognition
11. C&I Project Recognition



SALT ENERGY
U.S. Embassy, Burkina Faso
388 KWp Long Span Carport

SALT ENERGY

Montserrat Phase 1
288 kWp Rooftop PV
180 MPH, Exposure D





Badia Spices, Inc.
Doral, Florida
529 KWP Rooftop PV
175 mph, Exposure C

SALT ENERGY



Badia Spices, Inc.
Doral, Florida
529 KWp Rooftop PV
175 mph, Exposure C





SALT ENERGY

Islander Resort, Florida Keys
"The Largest Solar
installation in the FL Keys
638 KWP Rooftop PV
180 mph, Exposure D



Disney Cruise Lines Microgrid

1.5 MW PV Field

5 Acres

175 MPH, Exposure C

2.0 MWhr BESS

480V-3P Grid Connection





SALTENERGY

Montserrat Phase 2 Microgrid
750 KW-AC PV Field
5 Acres
2.5 MW/1.1 MWhr BESS
180 MPH, Exposure C
11.4 KV Grid Connection
CREEF 2022 Award Winner
"Best Distributed Generation Project"



SALT ENERGY

Montserrat Phase 2 Microgrid
750 KW-AC PV Field
5 Acres
2.5 MW/1.1 MWhr BESS
180 MPH, Exposure C
11.4 KV Grid Connection
CREF 2022 Award Winner
"Best Distributed Generation Project"



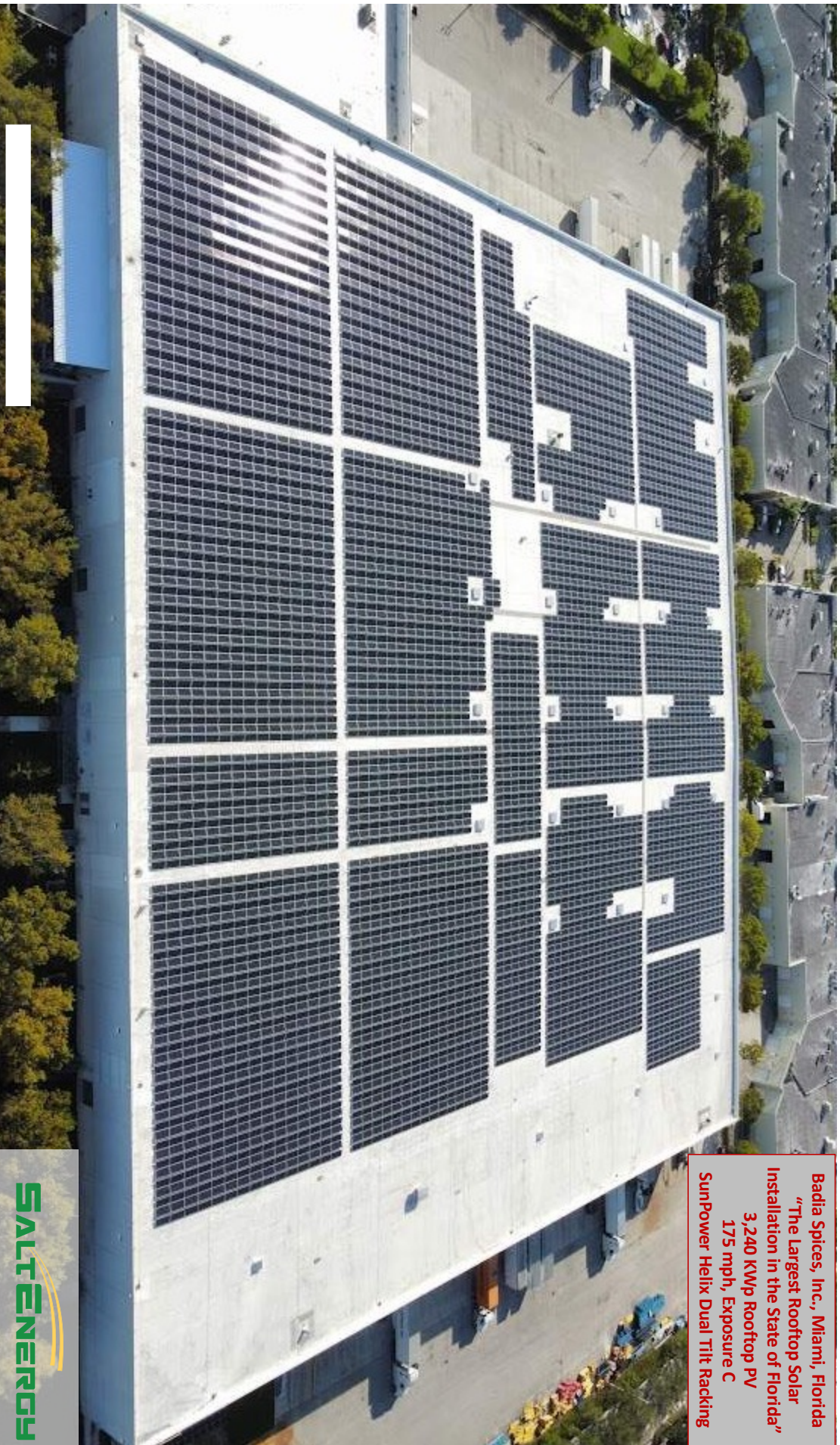
Ragged Island Microgrid
400 kWp PV Field; 5 Acres
2.2.MW/1.25 MWhr BESS
12.47 KV Grid Connection
180 mph, Exposure D
CREF 2022 Award Winner
"Best Energy Resilience Project"





SALTENERGY

**Ragged Island Microgrid
Rebuilt Hybrid Power Plant
2 x 400 KVA Generators
2.2.MW/1.25 MWhr BESS
12.47 KV Grid Connection
MV and LV Switchgear Buildings
CREF 2022 Award Winner
"Best Energy Resilience Project"**



Badia Spices, Inc., Miami, Florida
"The Largest Rooftop Solar
Installation in the State of Florida"
3,240 KWp Rooftop PV
175 mph, Exposure C
SunPower Helix Dual Tilt Racking

MICROGRID PROJECT RECOGNITION

May 5, 2022: CREF 2022 Industry Awards: The winners podium
THE BEST IN CARIBBEAN CLEAN ENERGY REVEALED AT
CARIBBEAN RENEWABLE ENERGY FORUM

nenergy

THE WINNERS OF THE CREF 2022 INDUSTRY AWARDS:

- 2021-22 Caribbean Energy Leader MVP: Deputy Premier The Hon. Walter Roban, Government of Bermuda
- Best Distributed Generation Project: 1 MW Solar and Storage Project, Montserrat Utilities Limited and Government of Montserrat
- Best E-Mobility Project: Introduction of Electric Mobility into Public Transportation, Barbados Transport Board
- Best Energy Efficiency Project: Energy Efficient Retrofit of Public Streetlights, Government of Barbados
- Best Energy Storage Project: Chub Cay Microgrid by Compass Solar Systems Limited, Bahamas
- Best ESG Project: Cossuma Yabucoa Clinic, Puerto Rico, Ellum Energy & Pura Energia
- Best Green Hydrogen Project: CEOG by HDF ENERGY, French Guiana
- Best Microgrid Project: Highbourne Cay PV Microgrid by Bahamas Energy and Solar Supplies & Solar Island Energy, Bahamas
- Best Renewable Energy Financing: CIBC FirstCaribbean
- Best Resilience Project: Ragged Island Microgrid Project by Bahamas Power & Light

EPC: SALT ENERGY

EPC: SALT ENERGY



C & I PROJECT RECOGNITION

**SOLAR
BUILDER**

RE+
NORTHERN
CALIFORNIA
MARCH 28-29, 2023
Sacramento, CA

NEWS ▾ INVERTERS BUYER'S GUIDES ▾ WEBINARS VIDEOS ▾ RESOURCES

SALT Energy installs Florida's largest privately owned solar project for Badia Spices

By Contributing Author February 22, 2023



Badia Spices has completed the installation of a rooftop solar array on the company's 300,000-sq-ft distribution and production facility in Sweetwater, Florida. The installation represents the largest

Solar
Power World

SALT Energy completes largest solar rooftop install in Florida

By Kelly Pickernel | February 15, 2023



Florida solar contractor SALT Energy recently completed the installation of a 3.24-MW solar project on the roof Badia Spices' 300,000-sq.-ft manufacturing facility in Sweetwater, Florida. The project is currently the largest privately owned solar project in Florida.

The solar project is capable of offsetting approximately 80% of the facilities electricity consumption.

Established in 1967 by Jose Badia, Badia Spices is a leading family-owned Hispanic food company. Badia manufactures, packages and distributes spices, seasoning blends, marinades, sauces, teas, health items and other products to more than 70 countries around the world.



Payment for materials and equipment authorized by the ENGINEER in a written Change Order but not listed in the above Bid will be provided at the supplier's invoice plus 10 %.

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

Bucks & Waterproofing (Ext. windows & doors)	\$27,650.00
Interior doors & framing	\$21,600.00
Cabinet & specialty millwork	\$41,250.00
Install bike racks	\$1,500.00
Install window shades	\$3,400.00
Install visual equipment	\$1,500.00
Install tack boards	\$1,000.00

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:

CHECK ELECTRIC

Name

3255 FLAGLER AVE. #303 KEY WEST FL 33040
Street City State Zip

CHARLEY TOPPINO & SONS

Name

129 TOPPINO INDUST. DRIVE KEY WEST FL 33040
Street City State Zip

SUB ZERO

Name

6003 PENINSULAR AVE. KEY WEST FL 33040
Street City State Zip

METAL SHIELD INDUSTRIES, INC.

Name

2522 N. ANDREWS AVE. POMPANO BEACH FL 33064
Street City State Zip

GOODLAND CONSTRUCTION, INC.

Name

P.O. BOX 756 GOODLAND FL 34140
Street City State Zip

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:

BLUE NATIVE LANDSCAPE & IRRIGATION

Name

739 WASHINGTON AVE, HOMESTEAD, FL, 33090
Street SUITE 901267 City State Zip

BELLA CONSTRUCTION

Name

35 DIAMOND DRIVE, KEY WEST, FL, 33040
Street City State Zip

A PLUS ROOFING

Name

5686 MALONEY AVE, KEY WEST, FL, 33040
Street City State Zip

MESSERY PAINTING

Name

15850 PINE RIDGE RD., FT. MYERS, FL, 33908
Street City State Zip

CERTIFIED LOWER KEYS PLUMBING

Name

1014 WHITE STREET, KEY WEST, FL, 33040
Street City State Zip

SURETY

Travelers Casualty & Surety Company of America _____ whose address is

One Tower Square _____, Hartford _____, CT _____, 06183
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

Marino Construction Group, Inc. _____ doing business at

7025 Shrimp Rd., #2E _____, Key West _____, FL _____, 33040
Street City State Zip

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

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

Name	Title
Michael J. Marino	President
Angela Marino	Vice President
Matah Persaud	CEO
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/ her (its) hand this _____ day of _____ 2023.

N/A

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 30th day of May 2023.

(SEAL)

Marino Construction Group, Inc.

Name of Corporation

By 

Title Matah Persaud, CEO

Attest 

Secretary

EXPERIENCE OF BIDDER

The Bidder states that he/ she 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.)

Please see the pages inserted below for more information about Marino Construction Group, Inc.

[illegible]



CONSTRUCTION GROUP



Wreckers Cay Apartments, Stock Island - Multi-Family Affordable Housing - \$45,000,000.00 - Nearing Completion - May 2023

HISTORY & MISSION

Marino Construction Group, Inc. was founded in 1997 by Michael Marino who has been operating his own business as a licensed contractor since 1981. Based in Key West, Florida, Marino Construction has worked on various projects including construction of new hotels, multi-family affordable housing, marinas, and restaurants.

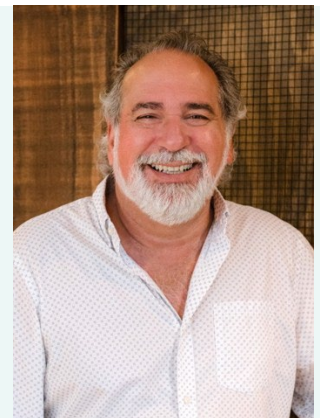
At Marino Construction, we pride ourselves on our client relations, striving to provide the highest level of services. Today, our scope of services has extended to include a service division, pre-construction consulting, and residential and commercial construction services for projects of all sizes.

Our team offers client-focused project management that spans the entire life cycle of a project including design support, value engineering, budgeting, logistics, permitting, scheduling, and supervision, taking projects from conception to completion.

During this process, it is our goal to uphold our mission of establishing synergistic relationships with our clients, partners, and design professionals with the common goal of bringing each project to fruition with honesty and integrity in the most cost effective and timely fashion.

MARINO CONSTRUCTION GROUP, INC.

Michael J. Marino, President
mmarino@marino-construction.com
LIC# CGC 021647



LARGE-SCALE PROJECTS

CLIENT	PROJECT	ROLE	UNITS	PRICE	STATUS
Quarry Phase III	Multi-Family Affordable Housing	General Contractor	57	\$12.5M	In Progress
Marty's Place	Multi-Family Assisted Living	GC Partnership	47	\$9.5M	Sept-20
Quarry Phase I & II	Multi-Family Affordable Housing	GC Partnership	208	\$41M	Apr-20
Stock Island Marina Village	Utility Expansion	General Contractor	-	\$75K	Feb-20
Hampton Inn Suites	Renovation & Property Conversion	General Contractor	101	\$7.3M	Jan-20
Stock Island Marina Village	Phase 3 Development	General Contractor	-	\$9.5M	Dec-19
Hyatt Vacation Club Sales Center	Interior Renovations	General Contractor	-	\$2.5M	Aug-17
The Perry Hotel Key West	New Construction	GC Partnership	100	\$18M	Oct-17
Hyatt Centric Key West	Interior Renovations	General Contractor	118	\$562K	Oct-16
The Gates Hotel	Interior and Exterior Renovations	General Contractor	100	\$4M	2015
Stock Island Marina Village	Marina Dockage & Complex	GC Partnership	-	\$15M	2013
Coconut Beach Resort	Exterior Renovations	General Contractor	-	\$1.5M	2011
Holiday Inn Express Marathon	New Construction	General Contractor	134	\$7M	2010



LEFT
Stock Island Marina Village & The
Perry Hotel; Full Property
Development & Construction

BELOW
The Quarry Apartments;
Affordable Housing
Development



ABOVE
Alonzo's Oyster Bar;
Interior & Exterior Renovation

RIGHT
Hampton Inn;
Full Property Renovation &
Brand Conversion



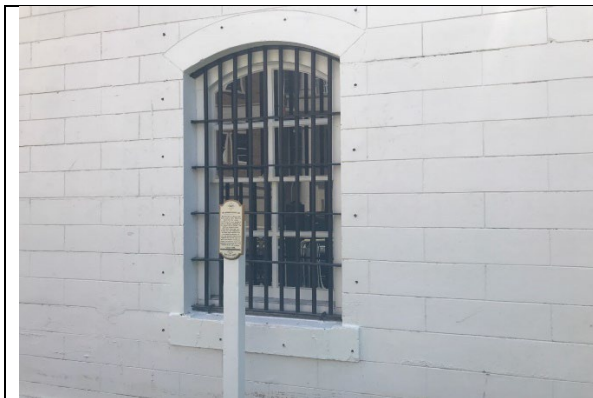
COMMERCIAL PROJECTS

PROJECT	DESCRIPTION	PRICE	STATUS
Smith/Hawks Law Office Renovations	Remove and dispose of all carpet. Install LVT flooring. Install glass wall at conference room. Painting throughout. Bathrooms remodel, Custom Cuban Mahogany wood desk, shelving, and countertops.	\$103K	Nearing Completion May 2022
Salty Roots Hair Salon	Frame out walls and for new commercial space. Install new casework, cabinets, shelving, and countertops. Electrical, Plumbing, HVAC, and Painting packages.	\$52K	Completed 2022
Great Lakes Coffee Shop	Demo concrete for plumbing & electric. Frame walls, install and finish drywall, install FRP in kitchen, and tile kitchen walls and floor. Install new bi-fold glass door and new exterior door. Electric, Plumbing, and HVAC.	\$170K	Completed 2022
Monroe County Hangars Rehabilitation at FL Keys Marathon Airport	Hurricane Irma Repairs. Removed and replaced damaged metal panels at roof and walls. Replaced all man doors. Repair and replace girders. Repair and replace door tracks and rollers. Repair and replace selected light fixtures.	\$500K	Completed 2022
Old Town Square – 431 Front St., KW	Re-Roof entire Building. Remove old and install new storefronts at two retail units. Renovate and White-Box build out of one retail space. Remove old siding and replace with new Hardie-Board. Paint all new siding and trim.	\$150K	Completed 2022
Quarry Storage Facility	Construction of a new concrete and metal 3-story self-storage project from the ground up. Install Trachte System (prefabricated divider system).	\$5M	Completed 2021
Monroe County School District Spalling Repairs, Phase I	Phase I spalling repairs at the Trumbo Administration building.	\$159K	Completed 2021

HISTORIC RESTORATION & RENOVATION PROJECTS

Whether your project is a large-scale Historic Restoration, or a Residential Renovation in Key West's HARC District, we have the experience and connections to make your dreams a reality. With extensive experience working in Old Town, we bring specialized knowledge and skills to your restoration and renovation goals. Our services include:

- Full Interior and Exterior Restorations, Renovations, and Remodels
- Structural Improvements including Foundations, Spalling, Waterproofing, and Roofing
- Custom Architectural & Decorative Metal Work including Railings, Gates, Fences, and more
- Salvaging, Patching, Repair, and Finishing of existing Historic partitions, ceilings, and floors
- In-House Master Carpenters, Skilled Carpenters, and Apprentices
- Full Woodworking Shop located on Stock Island
- Historic Window and Door Salvaging, Restoration, and Reproduction
- Custom Built Furniture, Cabinets, Moldings, Trim, Railings, Balusters, & Newell Posts
- Access to Native Tropical Wood species, including reclaimed, protected species
- Access to a wide variety of Exotic Wood species



Monroe County Historic Jail - Doors & Windows



824 Center St., Key West – Interior Renovations



Studios of Key West – Water Intrusion Mitigation



Historic Key West Lighthouse – Reproduce Fence & Gate/Repair Shed

RESTORATION & RENOVATION PROJECTS

CLIENT	PROJECT	DESCRIPTION	PRICE	STATUS
Monroe County Board of County Commissioners	Historic Jail Museum Doors & Windows – Architect: Bender & Associates, P.A.	Replacement of doors and windows at the south and west facades of the Historic Jail Museum building, including spalling repair as required.	\$234K	Completed 2021
Studios of Key West	Water Intrusion Mitigation	Resealing of existing windows, removal and replacement of roof drains, removal and replacement of roofing. Drywall and stucco repairs.	\$316K	Completed 2021
Monroe County Board of County Commissioners	Historic KW Lighthouse Outbuilding, Fence, and Main Gate Renovations	Repairs and reproduction of existing wood fencing. Removal and reproduction of existing Whitehead Street main gate. Repairs and renovation to existing shed.	\$45K	Completed 2021
A & B Marina Complex	Wahlburgers Restaurant – Architect: Pope-Scarborough Architects	Complete interior demolition, reconfiguring of interior spaces, new windows, interior and exterior doors, new commercial kitchen, and finishes. Exterior work including trench drains, hardscape & landscape.	\$1.1M	Completed 2020
Zinndevco, Inc.	Duval Walk – Architect: Pope-Scarborough Architects	Exterior renovations to existing retail space including concrete, new stairs and edges, stucco repairs, powder coated railings, roofing, and painting.	\$217K	Completed 2020
A & B Marina Complex	Alonzo's Oyster Bar – Architect: Bender & Associates, P.A.	Front of house renovation of existing restaurant including removal and replacement of existing finishes, doors& windows.	\$799K	Completed in 21 days (October 2019)

RESIDENTIAL SERVICES

Whether your home is a new construction build, or a restoration or renovation in Key West's historic district, we have the experience to make your dreams a reality. Our services include:

- New Home Construction
- Modular Home Construction and Foundations
- Bathroom and Kitchen Renovations
- Full Interior Renovations and Remodels
- Window and Door Replacement
- Painting & Staining
- Structural Improvements, Roofing and Exterior Repairs
- Exterior & Interior Carpentry including moldings, trim and cabinetry
- Drywall & Ceiling Repairs
- Mold Remediation, Storm Preparation and Waterproofing



RESIDENTIAL PROJECTS

PROJECT	DESCRIPTION	PRICE	STATUS
643 William Street, KW	Demo existing shed and construct new addition to tie into existing Living Room. New roof, windows, doors, and finishes.	\$125K	In Progress
3311 Eagle Ave., KW	Whole house renovation to include removing and replacing doors, windows, flooring, cabinets, vanities, toilets, sinks, and light fixtures.	\$100K	In Progress
14 Sunset Key Drive	Multiple projects including bathrooms renovations, new doors and windows, and refinishing of all hardwood floors.	\$100K	In Progress
914 Thomas St., KW	Construction of a 1 ½ Story SFR with 1700 SF Living Area as per the Drawings. 2 Covered Porches, 3 Bedrooms, 3 Bathrooms, Powder Room, Kitchen, Laundry, Dining Area, and Great Room.	\$741K	In Progress
1305 Atlantic Ave., KW	New residential build from the ground up including swimming pool package and pool decking.	\$1.5M	Nearing Completion May 2022
68 Sunset Key Drive	First floor porch and decking repairs.	\$25K	Completed 2022
916 Seminary St., KW	Remove and replace wood Front Fence. Construct new gates and trash enclosure.	\$23K	Completed 2021
5420 Robyn Ln., Stock Island	Relocate & install new front door. In-fill wall at existing door opening. Repair area inside and out: finish new drywall and siding, prep, caulk, and paint to match existing.	\$5K	Completed 2021

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ Five Percent of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that _____

Marino Construction Group, Inc.

hereinafter called the PRINCIPAL, and _____

Travelers Casualty and Surety Company of America

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

having its principal place of business at _____

One Tower Square, Hartford, CT 06183 in the State of Connecticut

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

City of Key West

hereinafter called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted

DOLLARS (\$ 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/ her or its Bid Proposal for ITB #23-005 FREDERICK DOUGLASS COMMUNITY CENTER(FDCC), 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 #23-005

**FREDERICK DOUGLASS COMMUNITY CENTER
(FDCC)**

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 25 day of May, 2023.

Marino Construction Group, Inc.

By 
PRINCIPAL

Travelers Casualty and Surety Company of America
SURETY

By 
Attorney-In-Fact & FL Res Agent, William E. Parker



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: 

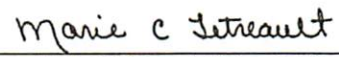
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 25 day of May, 2023




Kevin E. Hughes, Assistant Secretary

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

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

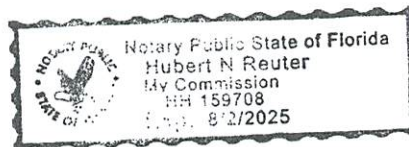
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Matah Persaud, CEO

Sworn and subscribed before me this 30th day of May 2023.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *

**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 Frederick Douglass Community Center
ITB 23-005

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

whose business address is PO Box 1706, Key West, FL 33041

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

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

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

and my relationship to the entity named above is CEO

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

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

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

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

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

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X 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)

May 30, 2023
(date)

STATE OF Florida

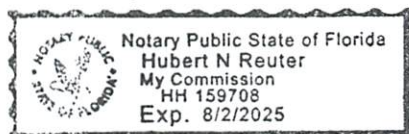
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 30th day of May, 2023.

My commission expires:




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 him/ her in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$2 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: 7025 Shrimp Rd., #2E, Key West, FL 33040
Address

SEAL:


Signature

Matah Persaud
Print Name

CEO
Title

DATE: May 30, 2023

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 _____

Marino Construction 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.

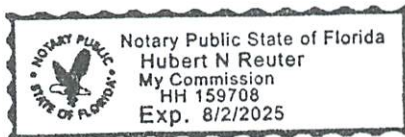
By: _____

Matah Persaud

Sworn and subscribed before me this 30th day of May 2023.

Hubert N Reuter
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS


COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Marino Construction 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: 
Matah Persaud

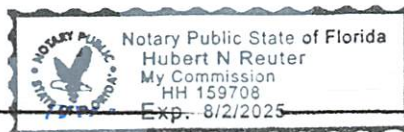
Sworn and subscribed before me this

30th day of May 2023.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



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: _____

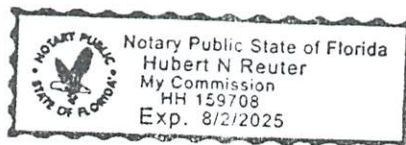
Matah Persaud

Sworn and subscribed before me this

30th day of May, 2023.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



LOCAL VENDOR FORM
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.
 - o Not a local vendor pursuant to Code of Ordinances Section 2-798
 - o Qualifies as a local vendor pursuant to Code of 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 Marino Construction Group, Inc. Phone: 305-359-5269

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

Length of time at this address 4 Years

[Signature]
Signature of Authorized Representative

May 30, 2023
Date

STATE OF Florida
COUNTY OF Monroe

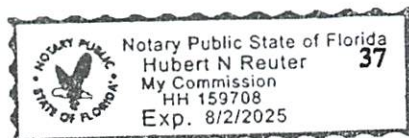
The foregoing instrument was acknowledged before me this 30th day of May, 2023.
By Matah Persaud, of Marino Construction Group, Inc.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

[Signature]
Signature of Notary
Hubert N Reuter
Print, Type or Stamp Name of Notary

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

Title or Rank

ITB 23-005




FREDERIC DOUGLASS COMMUNITY CENTER

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: <u>Marino Construction Group, Inc.</u>		
Vendor FEIN: <u>65-0823279</u>		
Vendor's Authorized Representative Name and Title: <u>Matah Persaud, CEO</u>		
Address: <u>PO Box 1706</u>		
City: <u>Key West</u>	State: <u>Florida</u>	Zip: <u>33041</u>
Phone Number: <u>305-359-5269</u>		
Email Address: <u>mpersaud@marino-construction.com</u>		

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: <u>Matah Persaud, CEO</u>	<u>CEO</u>
<i>Print Name</i>	<i>Print Title</i>
who is authorized to sign on behalf of the above referenced company.	
Authorized Signature: 	

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and Proper completion and submission of his/ her 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; Scrutinized Companies List Certification;
Proof of Required Insurance

* * * * *



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MARINO, MICHAEL JAMES

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

LICENSE NUMBER: CGC021647

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at 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.