



**Request for Proposal:ITB #020-16 Key West  
Bight Shoreline**

**Due Date of Proposal:June 8, 2016**

**Time by which Proposals are Due:3:30 P.M.**

**City Clerk  
3126 Flager Ave  
Key West, Florida**



**PAC COMM INC  
4226 SW 70th Court  
Miami, FL 33155  
Office: 305-381-5157  
Fax: 305-357-7978**



**Request for Proposal: ITB #020-16**  
**Key West Bight Shoreline**




**PAC COMM INC**  
**4226 SW 70th Court**  
**Miami, FL 33155**  
**Office: 305-381-5157**  
**Fax: 305-357-7978**

<http://www.paccomminc.com>



## **Request for Proposal:ITB #020-16 Key West Bight Shoreline Title Page**

### **Submission Information:**

- ☐ **Solicitation:**ITB #020-16 Key West Bight Shoreline
- ☐ **Offeror:**  **PAC COMM INC**  
4226 SW 70th Court  
Miami, FL 33155  
Office: 305-381-5157  
Fax: 305-357-7978
- ☐ **Cage:** 5BFR5
- ☐ **Duns:** 621295596
- ☐ **Web Site:** <http://www.paccomminc.com>
- ☐ **Pac Comm Inc. (Pac)** agrees to all terms, conditions and provisions included in the Solicitation and agrees to furnish any or all items upon which prices are offered at the price set opposite each item.
- ☐ **Person authorized to negotiate and sign:**  
**Emmanuel Pacin**  
**President**  
**Phone: 305.381-5157**  
**[epacin@paccomminc.com](mailto:epacin@paccomminc.com)**

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.



# **REQUEST FOR PROPOSAL:ITB #020-16**

## **Key West Bight Shoreline**

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*Tab A*  
*Bid Form*

### **BID FORM**

To: City of Key West, Florida  
Address: 3126 Flagler Avenue, Key West, Florida 33040  
Project Title: **KEY WEST BIGHT SHORELINE PROTECTION**  
Project No.: ITB #020-16

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

Company Name: Pac Comm, Inc.  
Contact Name & Telephone #: Emmanuel Pacin CEO/President Telephone: 305-381-5157  
Email Address: epacin@paccomminc.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.

### **CONTRACT EXECUTION**

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

furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

#### CERTIFICATES OF INSURANCE

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

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder 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 ninety (90) 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 \$250.00 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, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

#### SALES AND USE TAXES

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

#### LUMP SUM 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 lump sum amounts.

The Bidder agrees that the lump sums 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.

*Tab B*  
*Bid Schedule*



## BID SCHEDULE

### KEY WEST BIGHT SHORELINE PROTECTION

#### LUMP SUM BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

1. Repairs and shoreline rip-rap protection per Stantec plans (includes all labor equipment and material, including mobilization, demobilization and demolition)

I      LS      \$ 563,763.03

#### 2. General Supplemental Conditions and Permits

I      LS      \$ 57,282.98

#### 3. Performance / Payment Bond

I      LS      \$ 11,565.17

#### 4. Safety Act

I      LS      \$ 1,000.00

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

Total of lump sum items 1 – 4      \$ 633,611.18

Six Hundred Thirty-Three Thousand, Six Hundred Eleven Dollars & Eighteen Cents  
(amount written in words)

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

*Tab C*  
*Projected Operations Load & Cost Estimate*

### 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.)

[illegible]

### SUBCONTRACTORS

*Tab D*  
*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:

Asphalt  
\_\_\_\_\_  
Portion of Work  
Duval Asphalt  
\_\_\_\_\_  
Name  
7544 Philips HWY, Jacksonville, Florida, 32256  
Street City State Zip

\_\_\_\_\_  
Portion of Work  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Portion of Work  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Portion of Work  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street City State Zip

*Tab E*  
*Surety & Bidder Information*

SURETY

Travelers Casualty and Surety Company of America whose address is  
One Tower Square, Hartford, CT, 06183  
Street City State Zip  
305-639-3154  
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Pac Comm, Inc.  
doing business  
at  
4226 SW 70<sup>th</sup> Court, Miami, Florida, 33155  
Street City State Zip  
epacin@paccomminc.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>Emmanuel Pacin</u>	<u>CEO/President</u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></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 7<sup>th</sup> day of June  
2016.

(SEAL)

Pac Comm, Inc.  
Name of Corporation

By Emmanuel Pacin

Title CEO/President

Attest \_\_\_\_\_  
Secretary



*Tab F*  
*Experience of Bidder*

### 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.)

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1.City of Tampa- Watrous Canal Rehabilitation (Westshore Blvd. to Manhattan Avenue)

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Project Value: \$3,219,272.71

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Engineers:Department of Transportation & StormWater Services

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Reference: Jim Greiner Phone Number: 813-274-8456

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2.US Army Corps of Engineers- 2B/3B Channel Widening & Retaining Wall Cedar Hammock  
(Wares Creek)

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Project Value: \$7,800,710.48

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Engineers: US Army Corps

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Reference: Erin Duffy Phone Number: 863-471-1741

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3.City of Tybee Island, Georgia- Derelict Structure Removal Project

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Project Value: \$1,631,186.95

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Engineers: Olsen Associates Inc. Coastal Engineering

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Reference: Kisty Bada Phone Number: 305-673-7490

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4.Gulf County Board of County Commissioners- Stumphole Revetment Phase VI

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Project Value: \$1,313,510.00

---

Engineers:Preble Rish Consulting Engineers

---

Reference: Clay Smallwood Phone Number: 850-227-7200

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\* \* \* \* \*

### 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.)

#### 5.South Florida Resource Conservation & Development Council, Inc.- Waterways at Quiet Waters

##### HOA Shoreline Restoration

Project Value: \$1,702,223.62

Engineers:South Florida Resource Conservation & Development Council, Inc.

Reference: Wes Scott Phone Number: 305-246-4319

#### 6.Florida Department of Environmental Protection- John U. Lloyd Jetty Rehabilitation & Sand

##### Placement

Project Value: \$520,050.00

Engineers: Florida Department of Enviromental Protection- Broward County

Reference: Michael Foster Phone Number: 850-488-5372

#### 7.US Army Corps of Engineers- Channek Widening & Retaining Wall Cedar Hammock

##### (Wares Creek)

Project Value: \$12,194,544.96

Engineers: US Army Corps

Reference: Erin Duffy Phone Number: 863-471-1741

\* \* \* \* \*

### 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.)

#### 8.Department of Interior- National Park Service- East Cape & Homestead Canal Dams

Project Value: \$6,119,056.00

Engineers:Department of Interior

Reference: Chris Sheedy Phone Number:781-413-7508 or

Daniel Levy- URS- Phone Number: 305-514-2463

#### 9.National Oceanic & Atomspheric Administration NOAA Piver's Island Seawall Repair/Duke

Research Facility

Project Value: \$800,000.00

Engineers:Tran Systems Corp.

Reference: Carey Marlow Phone Number: 816-426-7460

#### 10.US Navy- Sigsbee Boat Ramp Repairs- Key West, Florida

Project Value: \$84,618.00

Engineers: US Navy

Reference: Mary Thompson Phone Number: 305-293-2504

\* \* \* \* \*

*Tab G*  
*Bid Bond*

**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$ Five (5%) Percent of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that PAC COMM, 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 CT,

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

CITY OF KEY WEST, FLORIDA

hereinafter CITY OF KEY WEST 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 or its Bid Proposal for Shoreline Protection, 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 #020-16 KEY WEST BIGHT SHORELINE PROTECTION**

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 3rd day of June, 2016.

PAC COMM INC.

By [Signature]  
PRINCIPAL

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

SURETY

By [Signature]  
Attorney-In-Fact Charles J. Nielson

**TRAVELERS** **POWER OF ATTORNEY**

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225989

Certificate No. 006370675

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 June, 2015.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 3rd day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, 2016.



  
 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 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 3rd day of June, 20 16.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

*Tab H*  
*Anti-Kickback Affidavit*

**ANTI-KICKBACK AFFIDAVIT**

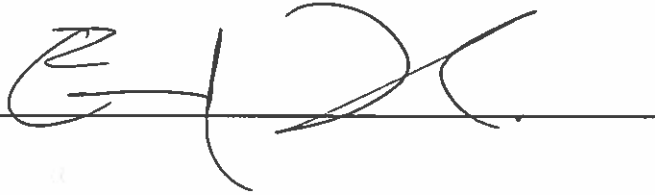
STATE OF Florida )

: SS

COUNTY OF Miami-Dade )

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.

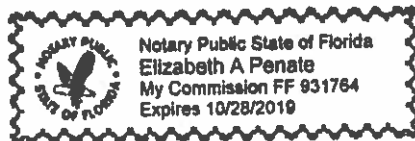
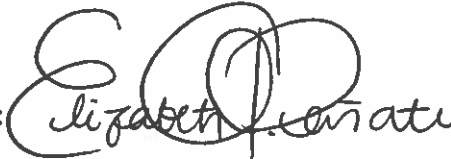
By: Emmanuel Pacin CEO/President



Sworn and subscribed before me this 7<sup>th</sup> day of June 2016 .

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



\* \* \* \* \*

*Tab I*

*Sworn Statement Section 287.133(3)(A)*

**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 Key West Bight Shoreline Protection  
Project NO: 020-16

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

whose business address is 4226 SW 70<sup>th</sup> Court Miami, Florida 33155

and (if applicable) its Federal Employer Identification Number (FEIN) is 562548965

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

3. My name is Emmanuel Pacin  
(please print name of individual signing)

and my relationship to the entity named above is CEO/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.

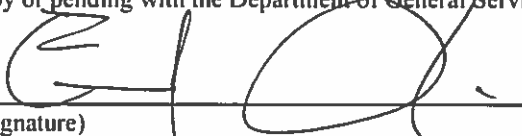
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision 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).

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.)

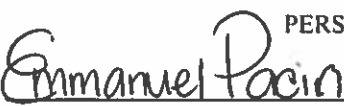
  
(signature)

June 7, 2016

(date)

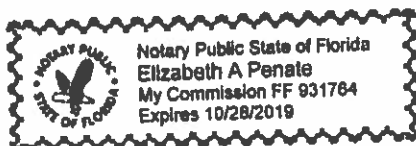
STATE OF Florida

COUNTY OF Miami-Dade

 PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
(name of individual signing) who, after first being sworn by me, affixed his/her

signature in the space provided above on this 7th day of June, 2016

My commission expires:



  
NOTARY PUBLIC

*Tab J*  
*City of Key West Indemnification Form*

## CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, 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, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

VENDOR: Pac Comm, Inc.

SEAL:

4226 SW 70th Court Miami, Florida 33155

Address

Signature

Emmanuel Pacin

Print Name

CEO/President

Title

DATE: June 7, 2016



*Tab K*  
*Equal Benefits for Domestic Partners Affidavit*

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )

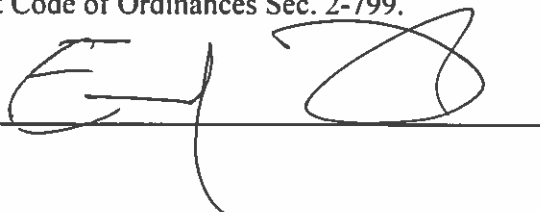
: SS

COUNTY OF Miami-Dade )

I, the undersigned hereby duly sworn, depose and say that the firm of Pac Comm, 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.

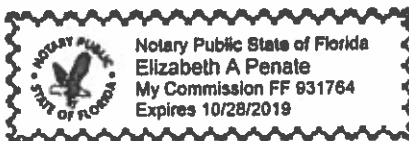
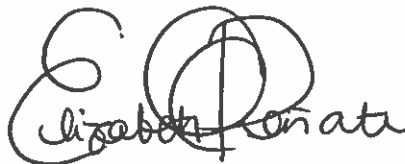
By: Emmanuel Pacin CEO/President



Sworn and subscribed before me this 7<sup>th</sup> day of June 20 16.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



\* \* \* \* \*

*Tab L*  
*Cone Of Silence Affidavit*

**CONE OF SILENCE AFFIDAVIT**

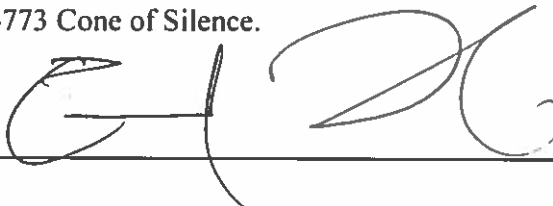
STATE OF Florida )

: SS

COUNTY OF Miami-Dade )

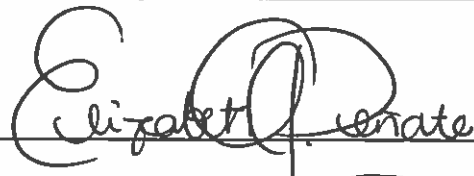
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Pac Comm, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773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

By: Emmanuel Pacin CEO/President



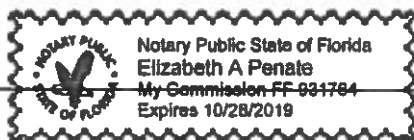
Sworn and subscribed before me this

7<sup>th</sup> day of June 20 16.

  
\_\_\_\_\_

NOTARY PUBLIC, State of Florida at Large

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



\* \* \* \* \*

*Tab M*  
*Addenda*

## **CITY OF KEY WEST**

3126 Flagler Avenue  
Key West, FL 33040

### **ADDENDUM NO. 1 KEY WEST BIGHT SHORELINE PROTECTION / ITB #020-16**

This Addendum is issued as supplemental information to the bid package for clarification or amending of certain matters of both a general and a technical nature. The referenced Invitation to Bid package is hereby addended in accordance with the following items:

#### **ITB Questions Submitted**

1. Is the contractor allowed to do work from water instead of upland areas to minimize conflicts with the existing utilities?  
**Per the permit requirements, all work shall be performed from landside only.**
2. Is there any City of Key West approved disposal site to dump the riprap debris?  
**It is contractor's full responsibility for disposal of all debris.**
3. Please clarify the major scope of work for this project is to remove all the existing riprap and replace it with new riprap?  
**Yes, scope of work is to remove all existing riprap and replace with new, including all debris encountered, see page 67 of the Contract documents.**
4. Refer to drawing C-5 notes for Sequence of Work; is the contractor allowed to reuse existing riprap?  
**Bid to be based on full replacement of riprap. The City reserves the right to coordinate re-use of any existing material after contract award.**
5. Refer to drawing C-4 and C-5; clarify does the scope of work requires only to remove and replace the riprap as per the quantities mentioned in note 1 and note 2?  
**Refer to question #19.**
6. Refer to sheet C-6 and specs section 02510; clarify the minimum thickness of blanket as in drawing it is between 2' to 3' varies per section but in specs minimum blanket thickness is 3.5'.  
**Use 3.5' thickness per Specs 02510.**
7. Please provide the location for staging area to stock pile materials.  
**Please refer to page C4 on plans.**
8. Kindly provide specs for non-woven geotextile.  
**Please refer to FDOT Section 985.**
9. Besides the permit(s) attached with the bid documents, kindly provide the details of other permits required to be obtained by the contractor?  
**A City of Key West Right-of-Way permit will also be required.**

10. Refer to bid schedule item 4 "Safety Act"; kindly provide the pay item description.  
**The full description is "Compliance with OSHA Trenching and Excavation Safety Act".**
11. Refer to drawing C5; provide the specs for sub grade material which is going to be placed under the riprap.  
**Use a well-graded mixture of clean aggregate stone size so that 50% is larger than a rock diameter of 3.66" to a maximum of 5.5" with a minimum blanket thickness of 8.25".**
12. Due to limited working space on uplands is the contractor allowed to partially close down Trumbo Road?  
**Trumbo is access to the Coast Guard base and cannot be closed. Although the City may allow a lane closure with appropriate MOT.**
13. Kindly provide the names of marine life authorizations discussed before the beginning of the site visit. Is there any fee required to obtain these authorizations?  
**The project was authorized by the Florida Keys National Marine Sanctuary to the City of Key West. There are no fees associated with this authorization. All environmental permits are in place.**
14. There are existing steel pipe piles and timber piles on site. Is the contractor responsible to remove and dispose these piles?  
**Steel piles and wood piles will be removed by others prior start of construction.**
15. There is an existing mangrove within the construction limit, is the contractor allowed to remove this mangrove? Is there any permit required to remove the mangrove?  
**Yes. The permits to remove the mangroves have been issued to the City of Key West. All environmental permits are in place.**
16. What are the licensing requirements for this job? Is the contractor required to hold an active state of Florida General Contractor's license?  
**Contractor is required to hold a minimum of a General Service Contractors license for riprap, excavation or similar activity.**
17. If all operations are land based as specified, is longshoreman's insurance required?  
**Yes**
18. Please clarify that none of the existing materials such as rip rap rock/ broken concrete are to be used in new construction.  
**Refer to question #4.**
19. Plan sheets C4, C5 and C8 have tables indicating the total area of new rip rap to be 2966 square feet and a volume of 136 cubic yards. The specification 02510 Shoreline Protection – Rip Rap, Part 2, 2.1 has the minimum blanket thickness in feet for the Rip Rap shown at 3.5 feet. If you take the area given of 2966 square feet times the thickness required by the specification, the volume would be 384.48 cubic yards. Which is correct the volume of 136 cubic yards or the volume of 384.48 cubic yards?  
**Use 384.48 cubic yards.**
20. Plan sheet C5, Shoreline Protection Typical Section, shows armor stone, clean subgrade material and non-woven textile fabric. There is no specification for the clean subgrade

material or a thickness this layer needs to be. Can you provide a specification and thickness for this material and how it relates to the Rip Rap?

**Refer to question #11.**

21. Specification Section 02510 Shoreline Protection, Section 3.2 Subgrade Preparation, states "When fill to subgrade lines is required, it shall consist of approved material." What is an approved material? Is it different from the clean subgrade material referenced in Question 20?

**Refer to question #11.**

22. Plan sheet C7 has a table labeled Riprap area and Volume Summary; do you have a table for the earthwork cut and fills shown on the cross sections provided?

**No.**

23. It looks like in order to perform the work construction equipment may be operating from the roadway. Are we allowed to close the road during construction?

**Refer to question #12.**

24. Will the overhead power lines directly above the work area be de-energized for construction?

**No.**

25. Are there any restrictions working in the Navy Security Zone.

**There is no restriction.**

### **ITB Revised ITB Documents**

The following Specification Page(s) have been revised and are included herein for replacement of corresponding Pages in the ITB Documents.

Supplemental Conditions page 59 Article 39 "Codes, Ordinances, Permits, and Licenses"  
Article 39.B.1: Delete reference to Engineering Contractor Class I License

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



Signature

Emmanuel Pacin CEO/President

Pac Comm, Inc.

Name of Business



*Tab N*  
*States Contractors License*

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC1521543

The GENERAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 F.S.

Expiration date: AUG 31, 2016

CEVALLOS, DANIEL F  
PAC COMM INC  
4226 SW 70 COURT  
MIAMI FL 33155

ISSUED: 08/28/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408280002487



## **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;

