# **BID FORM**

To:

The City of Key West

Address:

3126 Flagler Avenue, Key West, Florida 33040 Post Office Box 1409, Key West, Florida 33041

Title:

**Resod Truman Annex Sports Field** 

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

Name: <u>Jimmy Stamps</u>

Telephone: (239) 850-8025 Email: <u>Jimmystampsejsmservicesinc.com</u>

# 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 satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

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 services required (or part thereof) to be provided 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 AND BONDS

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

# **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 CONTRACT

Construction start date will be no later than March 31, 2014.

The Bidder agrees to achieve Substantial Completion for the Resod of the Truman Annex Sports Field by May 10, 2014, including, but not limited to, installation of entire irrigation system and at least 80% percent of new Celebration sod installed.

The Bidder agrees to achieve Final Completion for resod of the Truman Annex Sports Field on May 19, 2014.

### 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, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for substantial completion.

After substantial completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times above, for completion and readiness for final payment. Liquidated damages shall run concurrent.

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

Owner will recover such liquidated damages by deducting the amount owed from the payment.

### **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.

#### **PUBLIC ENTITY CRIMES**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

### COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further agrees to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

For unit price bid items, the estimate of quantities of work to be done is tabulated in the Bid and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved.

The Bidder agrees that the amounts for both unit price and lump sum work 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.

### **INDEMNIFICATION**

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

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

### **BUILDING PERMIT ALLOWANCE**

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total for the Building Permit required by the City of Key West. Bidder acknowledges that payment will be based on actual costs for the permit(s).

### PAYMENT RETAINAGE

Bidder further acknowledges that Owner will deduct from the partial payment estimate and retain, as part security, ten percent (10%) of the amount earned for work satisfactorily completed. A deduction and retainage of ten percent (10%) will be made on the estimated amount earned for approved items of material delivered to and properly stored at the jobsite but not incorporated into the work.

### **BID SCHEDULE**

# RESOD TRUMAN ANNEX SPORTS FIELD

### **LUMP SUM BID PRICE ITEMS**

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

The Bidder further agrees that the unit prices represent a true measure of the 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 a discrepancy, the amount shown in words shall govern.

<u>Item</u>	Oty	<u>Unit</u>	Unit Price	PU (Words)	Extended Total
			(Figure)		<u>Amount</u>
1	1	Resod Truman Annex Sports Field	193,140.00	Ninety Three	<b>19</b> 93,140.00
		_	1	Thousand one	
2	1	New Installation of Irrigation		Hundred Forty	
			\$24,950,00	Dollars Twenty Four	\$24,950.00
		Field		thousand Nine Hundred Fifty	
L				Dollars	)

Total price in words One Hundred Thousand Eighteen and Ninety Dollars PRICE FOB KEY WEST, FLORIDA PAYMENT TERMS: 45 days after owner acceptance

## BIDDER REPRESENTATION

I represent that this bid is submitted in compliance with all terms, conditions, and specifications of the Call for Bid and that I am authorized by the owners/principals to execute and submit this bid on behalf of the business identified below:

BUSINESS NAME: JSM Services Inc.
STREET ADDRESS: 414 Lake Millsite Rd
CITY/STATE/ZIP: Bastow, FL 33830
PRINT NAME OF AUTHORIZED
representative: Jimmy Stamps
TITLE POSITION OF AUTHORIZED REPRESENTATIVE: Vice President
DATE SUBMITTED:227   2014 TELEPHONE: (239) 850-8025
DATE SUBMITTED TELEFHONE. (257) OC OCAS

# **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:

Trigation  Portion of Work  Stahlman - England  Name  2063 Trade Center Way,  Street			
Portion of Work			
Stahlman - England			
Name			
2063 Trade Center WAY,	Naples, FL		09
Street	City	State	Zip
Son Supplier / Install			
Lake Jem FArms Name			
Name			
26714 Oak Shadow Lane, M	ount Dorr, Pl	,3 <i>2</i>	757
Street	City	State	Zip
Portion of Work			
Name		<u>-</u>	
Street ,,	City	State	Zip
Portion of Work			
Name			
Street ,	City	State	Zip

# **SURETY**

Nielson, Wojtowicz, New				address is
1126 Central Ave. Ste200, St.P.	etersburg City	FL., 3	33705_	Zip
(727) 209-1803 Phone	Resident Agent	عادح		
<u>BIDDER</u>				
The name of the Bidder submitting this Bid is	ISM Service	s Inc.		business at
tunt i a vinita a la a				ousmess at
414 Lake Millsite Rd., Bo	<u>STOW</u> , <u>F</u> City	State	<u>33850</u>	Zip
,				
jimmystampsejsmservicesi email address	nc.com			
jimmystamps ejsmservices semail address  which is the address to which all communication sent.		Bid and w	rith the Cor	ntract shall be
email address  which is the address to which all communication	s concerned with this			
which is the address to which all communication sent.  The names of the principal officers of the corpor	s concerned with this			
which is the address to which all communication sent.  The names of the principal officers of the corpor persons interested in this Bid as principals are as	as concerned with this ation submitting this follows:	Bid, or of t		
which is the address to which all communication sent.  The names of the principal officers of the corpor persons interested in this Bid as principals are as Name	as concerned with this ration submitting this follows:	Bid, or of t Title Sident	he partners	ship, or of all
which is the address to which all communication sent.  The names of the principal officers of the corpor persons interested in this Bid as principals are as Name  James W Stamps Jr  Jimmy Stamps	as concerned with this ration submitting this follows:	Bid, or of t Title Sident	he partners	ship, or of all
which is the address to which all communication sent.  The names of the principal officers of the corpor persons interested in this Bid as principals are as Name  James W Stamps Jr  Jimmy Stamps	s concerned with this ration submitting this follows:  Pres  Vice P	Bid, or of t Title Sident	he partners	ship, or of all

# If Sole Proprietor or Partnership

IN WITNESS hereto the unde	ersigned has set his (its) hand this <b>20</b> day of <b>February</b> 2014.
Signature of Bit	Adder President
	If Corporation
IN WITNESS WHEREOF the seal affixed by its duly author	ne undersigned corporation has caused this instrument to be executed and its ized officers this 2014.
(SEAL)	
JSM Se Name of Corpor	ervices Inc
	By James W. Stamps Jr.
	Title Vice President
	Attest Secretary Story

# **EXPERIENCE OF BIDDER**

The Bidder states that he is an experienced Contractor and has completed similar projects within the la five (5) years.				
(List similar contracts, with types, names of owners, project costs, and references with phone numbers. Use additional sheets if necessary.)				
See Attached				

\* \* \* \* \* \*

# JSM Services Inc. Multi Athletic Field Construction Project References

# Lee County Parks and Recreation

**Bob Tice, Sports Turf Coordinator** 

Phone: 239-707-3621 Email: btice@leegov.com

Kelly Road Soccer Complex Fields 1,2 and 3 Rutenburg Park Football Field Shandler Hall Park Soccer Field

All fields were reconstructed during the same timeframe. JSM was responsible for all aspects of field construction. Reconstructions include installation of new soil rootzone mix, laser grading system to +or -  $\frac{1}{4}$ ", irrigation, setting of goal posts, certified sprig installation and 90-day grow in of sprigs and maintenance program.

# Minnesota Twins Spring Training Complex 2010-Present

Ft. Myers Miracle Class A Minor League Team

**Lee County Sports Complex**, Ft. Myers FL Keith Blasingim, Senior Supervisor (Owners Rep)

Phone: 239-768-4225 Fax: 239-768-4215 Cell: 239-707-4238

Multi-field Complex – One (1) Major League Spec Stadium (Hammond Stadium), Five (5) professional Major League practice fields, Two (2) professional half fields all constructed to Major League Specifications, and Four (4) softball fields all meeting national and college specifications. JSM Services has reconstructed all baseball fields in this complex to meet the owners and the Minnesota Twins specifications. Reconstructions include installation of new soil rootzone mix, clay infield work, laser grading system to +or –  $\frac{1}{4}$ ", warning tracks, irrigation, bases and base path configuration, certified sodding, surveying elevations and all aspects of athletic field construction.

JSM Services also works with Mr. George Toma the head grounds keeper for the NFL Super Bowls and builder of various fields all over the United States and the World. JSM has worked with Mr. Toma over the last seven years at Hammond Stadium during Spring Training.

JSM Services is assisting Lee County on field construction specification and scope of work for the new Spring Training Complex for the Boston Red Sox in Ft. Myers, Florida.

#### Lee County School Board

Sonny Jungferman, (Owners Rep)

Cell: 239-707-0932

High School Field Construction of Three (3) Football/Soccer Stadiums

North Ft. Myers High Stadium Football Field Lehigh High School Stadium Football Field Ft. Myers High Stadium Football Field

All fields were reconstructed during the same timeframe. JSM was responsible for all aspects of field construction. Reconstructions include installation of new soil rootzone mix, laser grading system to  $+or - \frac{1}{4}$ ", irrigation, setting of goal posts, certified sprig installation and 90-day grow in of sprigs and maintenance program.

Additional Lee County School Board Fields Constructed by JSM:

Cypress Lakes High School Football Field

Veterans Middle School

### **Owen-Ames-Kimball Company**

Steven Richards, Project Manager

Phone: 239-596-0291

Derald Pacetti, Director V.P. Naples

Phone: 239-596-0291

Estero High School & Park Football /Soccer Fields - Two (2) Fields

Constructions include final soil preparation, laser grading system to +or – 1/2", irrigation, supply and install certified Bermuda grass sprigs and 120-day grow in of sprigs and maintenance to 100% coverage of fields to be game ready.

Additional Fields Constructed at site:

Estero Park Soccer Field 2005, Estero Park Multipurpose Field 2006

### **Compass Construction**

City of Ft. Myers Sam Fleishman Regional Sports Complex Randy Southard, Project Manager

Phone: 239-542-7118

Multiple Field Constructed of a Little League complex Five (5) fields, One (1) Jr/Sr field, Two (2) Major/Minor fields, and Two (2) softball fields. All fields were constructed by JSM Services. Constructions include final soil preparation, finish grading, irrigation check, drainage, installation of all clay infield skinned areas, warning track installation, field and base setup, supply and install certified Bermuda grass sprigs and 120-day grow in of sprigs and maintenance to 100% coverage of fields to be game ready.

Additional Field Construction at site:

Sam Fleishman Tee-ball field

#### City of Ft. Myers

Bob Holler (Owners Rep) Phone: 239-707-8991

Construction of additional field included site preparation, test soil and add correct root zone mix, install clay to baseball field, set up bases and lay out field, irrigation installation, grading and finish grading and sodding with celebration Bermuda grass.

### **Compass Construction**

Lee County Parks & Recreation North Ft. Myers Park

JSM constructed three (3) football fields. Constructions include final soil preparation, laser grading system to +or - 1/2", irrigation, supply and install certified Bermuda grass sprigs and 120-day grow in of sprigs and maintenance to 100% coverage of fields to be game ready.

#### J.L. Wallace Inc.

Harold Morgan

Dunbar High School Sports Fields 2001 Five (5) fields

Phone: 239-437-1111

Dunbar High School Football Stadium, Baseball, Softball and two (2) Multipurpose practice fields. All fields were constructed by JSM Services. JSM was responsible for all aspects of field construction. Constructions include installation of soil rootzone mix, final grading and preparation of soil on fields, irrigation, field and base setup for baseball and softball, certified Bermuda grass sprig installation and 90-day grow in of sprigs and maintenance program.

## **Boston Red Sox Spring Training Complex**

Lee County Parks & Recreation
Pablo Adorno, Senior Supervisor (Owners Rep)

Phone: 239-707-3634

City of Palms Baseball Stadium and Five Plex player development complex: Spring Training Facility Complex consists of Stadium Field (City of Palms) and one (1) professional practice field. The player development complex is five (5) professional baseball fields for the Boston Red Sox MLB team. JSM Services has reconstructed all baseball fields in this complex to meet the owners and the Boston Red Sox specifications. Reconstructions include installation of new soil rootzone mix, clay infield work, laser grading system to +or -  $\frac{1}{4}$ ", warning tracks, irrigation, bases and base path configuration, certified sodding, surveying elevations and all aspects of athletic field construction.

#### **Chris-Tel Construction**

Terry Park Baseball Complex Larry Preist, Project Superintendent

Phone: 239-229-8171

Park T. Pigott Memorial Stadium (Original Spring Training Field for Kansas City Royals)
Design and install new ADS drainage system throughout field while maintaining field irrigation system, re-construct warning track and sod with Bermuda over drain trenches.

### **Lodge Construction Inc.**

Michael Dunn, Vice President

Phone: 239-332-4371

Tammy Kaminiski, Project Manager

Phone: 239-332-4371

Veterans Park Soccer Field, Veterans Park Softball Fields (2), Veterans Park Multipurpose Field, Wa Ke Hatchee Multipurpose Field

Sprigging and grow in/maintenance of Bermuda fields. Constructions include final soil preparation, laser grading system to +or - 1/2", irrigation, supply and install certified Bermuda grass sprigs and 120-day grow in of sprigs and maintenance to 100% coverage of fields to be game ready.

#### 1st Turf Inc.

Mike Mcgraw, President Phone: 813-835-0766

Plant High School Stadium Desso Synthetic Football Field & Bermuda Grass Practice Field JSM is responsible for the base construction of the Desso synthetic turf base field installed by 1st Turf of Tampa, Florida. Additional construction components include install ADS under drain throughout field, the use of correct base rock material for optimum drainage and compaction, install drain basins throughout field, install goal posts and the construction, natural grass field includes soil installation, drainage, irrigation and installation of Bermuda sod and grow in.

## **Community School of Naples**

Frank Nunziato, (Owners Rep) Phone: 239-597-7575 ext280

### Practice Baseball field

High School Football/Soccer Field, Baseball and Softball Fields, Three (3) Fields

All fields were constructed by JSM Services. JSM was responsible for all aspects of field construction. Constructions include installation of soil rootzone mix, final grading and preparation of soil on fields, irrigation, field and base setup for baseball and softball, base setup and base path configuration, certified Bermuda grass sprig installation and/or sodding of fields and 90-day grow in of sprigs and maintenance program.

#### L.A.M. Construction

Sarasota County Parks & Recreation Englewood Sports Complex Englewood, FL

Construction of Four (4) fields, Two (2) softball fields and Two (2) soccer fields. Sprigging and grow in/maintenance of Bermuda and Paspalum fields. Constructions include final soil preparation, laser grading system to +or - 1/2", irrigation, supply and install certified Bermuda grass sprigs/Certified Paspalum Sprigs and 120 Day grow in of sprigs and maintenance to 100% coverage of fields to be game ready.

# FLORIDA BID BOND

		BOND NO. Bia Five Percent of
		AMOUNT: \$ Amount Bid (5%)
	a millar bi	DOEDNITO Aleas JSM Services, Inc.
KNOW ALL MEN B	Y THESE PK	ESENTS, thatJSM Services, Inc.
hereinafter called the l	PRINCIPAL,	and Westfield Insurance Company
a corporation duly org	anized under	the laws of the State of Ohio
-		
		ss at1 Park Circle, Westfield Center
	in t	the State of Ohio
and authorized to do b	usiness in the	State of Florida, as SURETY, are held and firmly bound
unto <u>City of Key We</u>	St	
have been polled the	ODLIGER in	the sum ofFive Percent of Amount Bid
neremanter caned the C	ADLIGEE, III	the sum of
DOLLARS (\$	5%	) for the payment for which we bind ourselves, our
heirs, executors, admir	nistrators, suc	cessors, and assigns, jointly and severally, firmly by these
present. THE CONDITION OF		
WHEREAS, the PRIN ANNEX SPORTS FIEI part hereof.	CIPAL is her LD, Key West	rewith submitting his or its Bid for RESOD TRUMAN t, Florida, said Bid, by reference thereto, being hereby made a
WUEDEAS the PRIN	CIPAL conte	emplates submitting or has submitted a bid to the OBLIGEE
for the furnishing of al	l labor, mater tools, appara	rials (except those to be specifically furnished by the Owner), atus, means of transportation for, and the performance of the ailed Drawings and Specifications, entitled:
RESOD TRUMAN AN	NEX SPORT	'S FIELD
		المعمد والمعمد
WHEREAS, it was a c	ondition prec	edent to the submission of said bid that cash, 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 Owner 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 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 scaled this18th	_ day of February 2014.
	PRINCIPALJSM Services, Inc.
	SURETY Westfield Insurance Company
	By Attorney-In-Fact Kevin Wojtowicz

General Power of Attorney POWER NO. 0994782 00

# Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

**CERTIFIED COPY** 

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents and experience and experienc presents make, constitute and appoint KEVIN WOJTOWICZ, GLENN ARVANITIS, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, of ST. PETERSBURG place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of

THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of OCTOBER A.D., 2008

Corporate Seals Affixed State of Ohio

County of Medina

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Ву Dennis P. Baus, National Surety Leader and Senior Executive

On this 07th day of OCTOBER A.D., 2008, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order. they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

SS.



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Óhio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 18th day of

February 2014





Secretary

Frank A. Carrino, Secretary

#### CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: JSM Services Toc SEAL:

414 Lake Millsite Rd Bartow, FL 33830

Jimmy Stamps

Vice President

Title

Date: 2/20/14

# ANTI-KICKBACK AFFIDAVIT

)

: 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.
Sworn and subscribed before me this 20th day of February 2014.
RHONDA LEE PENNYBACKER MY COMMISSION # EE86195 EXPIRES: July 12, 2015 1-800-3-NOTARY FI Notary Discount Assoc. Co.

NOTARY PUBLIC, State of Florida at Large Rhomoa Lee Restybacker

My Commission Expires: July 12, 2015

STATE OF FLORIDA

\* \* \* \* \* \*

# 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 RESOL TUMAN ANNEX
	Sports Field
2.	This sworn statement is submitted by <u>JSM Services Inc.</u> (name of entity submitting sworn statement)
	whose business address is 414 Lake Millsite Rd
	Bartow, FL 33830
	and (if applicable) its Federal Employer Identification Number (FEIN) is 59-344476
	(If the entity has no FEIN, include the Social Security Number of the individual
	signing this sworn statementNA
3.	My name isStamps(please print name of individual signing)
	and my relationship to the entity named above is Vice President.
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u> , means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
	1. A predecessor or successor of a person convicted of a public entity crime; or
	2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7.

I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8.	Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).
	Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
	There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or
	affiliate from the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)
	(signature) 2/20/19 (date)
STAT	re of Florida
COUI	NTY OF Lee
	PERSONALLY APPEARED BEFORE ME, the undersigned authority,
<u>Jv</u> (name	who, after first being sworn by me, affixed his/her of individual signing)
signat	ure in the space provided above on this 20th day of 6bruary , 2014.
Му сс	ommission expires: July 12, 2015
	RHONDA LEE PENNYBACKER MY COMMISSION # EE86195 EXPIRES: July 12, 2015 I 1200-3-NOTARY FI Notary Discount Assoc. Co.

# EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA	) : SS
COUNTY OF MONROE LEE	)
I, the undersigned hereby duly swor	rn, depose and say that the firm of
JSM Services	
	ers of its employees on the same basis as it provides benefits Key West Code of Ordinances Sec. 2-799.
By:	
RHONDA LEE PENNY BACKER MY COMMISSION # EE8619: EXPIRES: July 12, 2015 FI. Notify Discount Assoc. C	* <b>, ,</b>
NOTARY PUBLIC, State of Florid	a at Large Rhonola Lee Reverybacker
My Commission Expires: July	12,2015

\* \* \* \* \* \*

# LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798

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

- Principle address as registered with the FL Department of State located within 30 miles of the a. 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.
- Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of b. its boundaries.
- Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

Not a local vendor pursuant to Code od Ordinances Section 2-798

Qualifies as a local vendor pursuant to Code od Ordinances Section 2-798

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

Business Name	Phone:
Current Local Address: (P.O Box numbers may not be used to establish status)	Fax:
Length of time at this address	
Signature of Authorized Representative	Date
STATE OFCOUNTY OF	
The foregoing instrument was acknowledged before me By(Name of officer or agent, title of officer or agent)	thisday of, 20
(Name of officer or agent, title of officer or agent) or has produced	Name of corporation acknowledging) as identification
(type of identification)	
	Signature of Notary
Return Completed form with Supporting documents to: City of Key West Purchasing	Print, Type or Stamp Name of Notary
	Title or Rank

# SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

- 1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. The undersigned also certifies that it and its principals:
- (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered
- against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
- (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
- 3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 20th day of February, 20	14
By AW Star	
Authorized Signature/Contractor	
Jimmy Stamps Vice President	
Typed Name/Title	
JSM Services Inc.	
Contractor's Firm Name	
414 Lake Millsite Rd	
Street Address	
Building, Suite Number	
Bartow, FL 33830	
City/State/Zip Code	
(863) 533-6850	
Area Code/Telephone Number	

# STATEMENT OF NO BID # 14-011

# RESOD TRUMAN ANNEX SPORTS FIELD

Note: If you do not intend to submit a Bid, please return this form ONLY.

TO: "RESOD TRUMAN ANNEX SPORTS FIELD"
Office of the City Clerk
3126 Flagler Avenue,
P.O. Box 1409, Key West, FL. 33041-1409

We, the undersigned, have declined to submit a Bid on the above-noted Invitation to Bid for the following reason(s): \_\_\_Insufficient time to respond to the Invitation to Bid \_\_\_\_Do not offer this product Our schedule will not permit us to perform Unable to meet specifications Specifications unclear (Please explain below) \_\_\_\_Remove us from the City of Key West's, "Bidder's Mailing List" Other (Please specify below) REMARKS: We understand that if a "No Bid" statement is not returned, our name may be removed from the bidder's list of the City of Key West. COMPANY NAME: AUTHORIZED AGENT: COMPANY ADDRESS: DATE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

# **CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )
: SS
COUNTY OF <u>Lee</u> )
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers,
directors, employees and agents representing the firm of <u>TSM Services Inc</u>
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: AW STP
Sworn and subscribed before me this
AOth day of February 2014.  Phanda Lee Penny Backer My commission # EE86195 EXPIRES: July 12, 2015  EXPIRES: July 12, 2015  FI Notary Discount Assoc. Co.
NOTARY PUBLIC, State of <u>for ida</u> at Large
My Commission Expires: July 12, 2015
* * * * *



# ADDENDUM 1: ITB #14-011 RESOD TRUMAN ANNEX SPORTS FIELD

To all general contract bidders of record on the Work titled:

# RESOD TRUMAN ANNEX SPORTS FIELD KEY WEST, FLORIDA

This addendum is issued as supplemental information to the ITB # 14-011 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

# Q1. What is the anticipated timeline of this project?

Last day for questions- 2/21/2014
Bid Opening- 2/27/2014
Commission meeting- 3/18/2014
Notice to proceed/ notice to award- 3/19/2014
Killing of the grass- 3/19/2014
Construction of project to start- 3/31/2014
Project completion- 5/19/2014

# Q2. What type of valves and how will the irrigation system be tied to the water source?

A2. 2" Rainbird valves will serve as the tie in point with as many zones as required to obtain total sod coverage. The OWNER with have a "T" of 2" pipe to connect into the 1" underground irrigation. Water tanks will be placed near/next to the platform. OWNER will provide all the valves for the irrigation. All irrigation will be underground.

# Q3. Q: Will the sod go to the fence line?

A3. A: Sod must be installed within one foot of the fence line. Irrigation must cover all sod within the area.

# Q4: Are all of the poles going to stay?

A4. The wooden utility pole on the eastern portion of the field adjacent to Fort Street will be removed; however, the current poles with sports lighting will remain.

# Q5: Does the pad near the parking lot stay?

A5: Yes. It allows for ADA access for the parking spot next to the entrance.

# Q6: Will the bench and bushes be gone or staying?

A6: The benches and bushes will be removed.

# Q7: Are there any underground pipes or electrical? Will they be marked?

A7: There are some buried utilities. OWNER will have all locates. Nothing will be "live" at time of construction.

# Q8: Will the OWNER be removing the grass?

A8: The OWNER will kill the grass. As per the scope of work, the CONTRACTOR will Rototill the grass and leave it there. Next will be a rough grade of the field to prepare for the top soil. The City will provide the top soil. At least 3" of top soil will be applied. The selected CONTRACTOR must give OWNER estimate of required top soil at least

# Q9: What are the dimensions of the water tank and pump pad?

A9: 10 'X 24'

# Q10. What area will be used for a laydown area?

A10: The Fort Street parking lot will be used as your primary laydown area. It will be tight for the tractor trailers to make the deliveries, but they will come straight down Truman Ave. turn onto Fort Street and then drop off the materials. Secondary area is near the roll off dumpsters adjacent to the field.

# Q11. What are the basic specifications of the water pump?

A11. The OWNER will provide a Griswold's End Suction Centrifugal Pump Model R2GM. Discharge Pressure 175 psi. Liquid Flow 250 GPM. Inlet Size 3 inch. Discharge Size 2 inch. 208~240 VAC, 3—Phase, 10 HP.

#### END OF ADDENDUM No. 1

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, Name of Business Jamps, JSM Services Inc.



# ADDENDUM 2: ITB #14-011 RESOD TRUMAN ANNEX SPORTS FIELD

To all general contract bidders of record on the Work titled:

# RESOD TRUMAN ANNEX SPORTS FIELD KEY WEST, FLORIDA

This addendum is issued as supplemental information to the ITB # 14-011 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

Q1. Can the pump psi be adjusted to fit the needs for the area to be irrigated?

A1. Yes.

### END OF ADDENDUM No. 2

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 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 Name & Name of Business



Site Address: Truman Annex Sports Field 3126 Flagler Ave. Key West, FL 33040

Area: 92,000sf

# City Of Key West

Month	Quantity	Description/Product	Rate/Acre
1	12 bags	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre
1	6 bags	0-0-50 Potassium Sulfate	150Lbs/ Acre
			Per label rate full coverage
2	2.0 gal	Pre-Emergent Aerate ¾" coring tines 3"-4" deep	Aerate before pre-emergent weed control.
3	12 bags	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
	12 04g3	15 6 15 Telanzer 5570 56W Telease W. Market	
4		Weed control post-emergent	Per label rate full coverage
5	3.5 bags	Mole cricket control/Fire ants(Top Choice)	87 lbs/Acre full coverage
5	12 bags	15-0-15 Fertilizer 50% slow release N with Minors	
6		Aerate ¾" coring tines 3"-4" deep	
6		Weed control post-emergent	Per label rate full coverage
6		Verti-Cut	3/4"deep with 2" spacing
7	12 bags	15-0-15 Fertilizer 50% slow release N with Minors	300lbs/Acre full coverage
8		Aerate ¾" coring tines 3"-4" deep	
8	6 bags	0-0-50 Potassium Sulfate	150Lbs/ Acre
9	12 bags	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
10		Post-Emergent Weed Control	Per label rate full coverage
11	9 bags	15-0-15 Fertilizer 50% slow release N with Minors	300 lbs/Acre full coverage
12	64 oz	Pre/Post Emergent	32oz/Acre full coverage

