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

#### **BID FORM**

Го:	The City of Key West			
Address:	1300 White St., Key West, Florida 33040			
Project Title:	Kingfish Pier Replacement - City Marina at Garrison Bight			
City of Key West Project No.: <u>HU1701G09 (ITB #20-006)</u>				
-	additional information on this Bid:			
Name:	oral Construction Company			
Telephone:	305-394-0747			

#### BIDDER'S DECLARATION AND UNDERSTANDING

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

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

#### CONTRACT EXECUTION 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 examples of the Performance Bond and Payment Bond required herein, and 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.

#### GENERAL INSURANCE REQUIREMENTS

- A. During the term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West (City), the types of insurance described herein.
- B. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- C. The City shall be specifically included as an additional insured on the Contractor's Marine General Liability, Umbrella Liability and Business Automobile Liability policies including a waiver of subrogation clause in favor of the City of Key West on all policies, and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to the Completed Operations coverage.
- D. The Contractor shall deliver to the City, prior to the City issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the City, on a timely basis, if requested by the City.
- E. Ten days after the City has issued the Notice to Proceed, if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), the City may, at the City's sole discretion,(a) terminate or suspend this Contract and seize the amount of Contractor's bid security (Bid Bond, cash or other security acceptable to the City).
- F. The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- G. The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- H. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Contract.
- I. The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the City that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
- J. No work or occupancy of the premises shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the City.

- K. The insurance coverage and limits required of the Contractor under this Contract are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, it should seek professional assistance.
- L. Should any of the required insurances specified in this Contract provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Contractor agrees, if required by the City to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
- M. All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- N. All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Contract, except for the application of the Aggregate Limits Provisions.
- O. Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of the insurance coverage required of the Contractor in this Contract.
- P. If the Contractor fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, the City may terminate or suspend this Contract.
- Q. If the Contractor utilizes contractors or sub-contractors to perform any work governed by this agreement, the Contractor will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractors and sub-contractors insurances comply with all of the Insurance Requirements specified for the Contractor contained within this agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to City upon request.

#### SPECIFIC INSURANC E COVERAGES AND LIMITS

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

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under

JANUARY 2020 BID FORM 00 41 13 - 3

this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation Florida Statutory Requirements

Employer's Liability \$1.000,000.00 Limit Each Accident

\$1,000,000.00 Limit Disease Aggregate

Limit Disease Each \$1,000,000.00

Employee

United States Longshoremen and Harbor Workers (USL&H) coverage shall be maintained by the Contractor that will respond to the Federal USL&H statute (33 USC sections 901-950). Such coverage shall have minimum limits consistent with 33 USC sections 901-950 and in no case less than \$1,000,000.

Jones Act coverage shall be maintained by the Contractor that will respond to claims filed under the Federal Jones Act (46 U.S.C.A. subsection 688). Such coverage shall have minimum limits of \$1,000,000.

Marine General Liability Insurance shall be maintained by the Contractor on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage. Coverage must extend to damage/destruction of vessels being relocated by the Contractor. In addition to the required Certificate(s) of insurance, the Contractor will be required to provide the City will a certified copy of the Contractor's Marine General Liability policy before the City will issue the notice to proceed.

The minimum acceptable limits will be:

Bodily Injury & \$2,000,000.00 Combined Single Limit each

Property Damage Liability Occurrence and aggregate.

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following Final Completion and Acceptance by the CITY.

The use of an Excess and/or Umbrella policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive then the Primary General Liability policy.

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

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

or

**Bodily Injury &** 

\$1,000,000.00 Combined Single Limit Each Property Damage Liability

Accident

Watercraft Liability Insurance The Contractor will be required to maintain Watercraft Liability Insurance with minimum limits of \$2,000,000.

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 120 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions.

#### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1,000 per day for each day that expires after the time specified for Final completion.

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 Nos. , (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. Allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

#### 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 proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal 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 inspection, testing, 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.

#### **PERMITS**

Prior to issues of the Notice to Proceed the City will have obtained permits from FDEP and ACOE. The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department.

#### Kingfish Pier Replacement City Marina at Garrison Bight Key West, Florida Stantec Project No. 215615197

#### **BID FORM**

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

	Qty		Unit	
Item Description		Units	Price	Total
Base Bid				
Mobilization	1	EA	\$120,000	
General / Supp Conditions	1	EA	\$25,000	
Performance / Payment Bonds	1	EA	\$25,000	
Demobilization	1	EA	\$10,000	
(10% of Construction Cost Max)				\$180,000
Permit Fees (to be paid at cost)	1	LS	\$45,000	\$ 45,000
Demolition of Existing Floating Concrete Pier, Pilings and				
removal of all existing concrete spalling debris that has			+0	
fallen or will fall from existing Pier	1	LS	\$300,000	\$ 300,000
Furnish and install Main Floating Pier (8'W by 390'-81/2"L)	3126	SF	\$66	\$206,316
Furnish and install 24 Finger Piers (4'-1"W x 30'-2"L)	2956	SF	\$ 86	\$254,216
Furnish and install Piles (HSS 20.00 X 0.50) with epoxy				. 2011
coating system (Exterior)	48	EA	\$8,000	\$ 384,000
Furnish and install Mooring Piles (HSS 14.00 X 0.50) with				
epoxy coating system (Exterior)	23	EA	\$5,000	\$ 115,000
Pile Collars	16	EA	\$1,000	\$ 16,000
Furnish and install Aluminum Access Ramp (4'W x 17'L)	1	EA	\$7,029	\$ 7,029
Furnish and install accessories (15" Cleats: Main			,	
Pier/Finger Piers)	186	EA	\$ 84	\$ 15,624
Electrical System per Stantec Plans and Specifications	1	LS	\$287,500	\$ 287,500
Potable Water System per Stantec Plans and Specifications	1	LS	\$24092	\$24,092
Sewer System per Stantec Plans and Specifications	1	LS	\$24,667	\$24,667
Fire System per Stantec Plans and Specifications	1	LS	\$31,510	
As-builts	1	LS	\$4,000	\$ 4,000
Product information and Warranty Certificate Binder	1	LS	\$1,000	\$1,000
Safety Act	1	LS	\$1,000	\$1,000

General Allowance (Only to be used with owners' written permission)	1	LS	\$75,000	\$ 75,000
		Total	Base Bid	\$1,971,954

TOTAL LUMP SUM BASE BID  One million pine hyndred se  (Amount write)  and Cents	eventy-one thousand relited in words has precedence	ine hundred Dollars  fifty-faur
SUBCONTRACTORS		
The Bidder further proposes that the following awarded subcontracts for the following awarded the Contract:	portions of the Work in the ev	
Florida Keys Electri Name	î C	
5730 2 <sup>nd</sup> Ave Street	J	FL 33040 State Zip
Name Plumbing		
Name  6409 2nd Terrace  Street	Key West	<u>FL</u> 33040 State Zip
Name		
Street	City	State Zip
Name		

City

Street

Zip

State

Surety Nielson Wojtowicz 1000 Central Ave. Street	New 3 Asso St. Peters City	arates burg	whose  FL  State	address is  33705  Zip
Bidder				
The name of the Bidder submitting this  Company  347 Avia fron Blvd  Street  which is the address to which all commishall be sent.	Marat	hon	doing FL State	g business at  33050 Zip
The names of the principal officers of the or of all persons interested in this Bid as Chelsea Lyons  Evan Lyons	principals are as	follows:		•

## $\underbrace{If \, Sole \, Proprietor \, or \, Partnership}_{\frown}$

IN WITNESS hereto the undersigned has set his (its) hand this day of 20_	
111 WITTNESS hereto the undersigned has set his (its) hand this day or	<u> </u>
Signature of Bidder	
orginature of Diduct	
Title	

JANUARY 2020

#### 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  $\frac{16}{10}$  day of  $\frac{2020}{100}$ .

(SEAL)

Name of Corporation

Mark

Title: President

Attest: Evan Lyun

**END OF SECTION** 



#### **Experience Record**

1. Description: Removed 80 existing wood piles and 3,000 sq. ft. of existing wood dock and installed 120 new wood piles and 4,200 sq. ft. of new wood docks. Installed 450 ln. ft. of Truline seawall and enclosed boat ramp.

Location: Dolphin Marina – 28540 Overseas Hwy, Little Torch Key, FL 33042

Contract: \$950,000

Dates: September 2018-current

Owner: Little Palm Dolphin Resort Development LLC - Everett Atwell -

eatwell@tampabay.rr.com

Engineer: Glen Boe & Associates – Sean Kirwin – 305-743-9121

2. Description: Removed existing dock and pilings; installed 107 new wood, wrapped, pilings and 5,000 sq. ft. wood dock with 400 ln. ft. of wood railing. Installed new 650 sq. ft. floating dock.

Location: Little Palm Island – 28540 Overseas Hwy, Little Torch Key, FL 33042

Contract: \$1,050,000 Dates: June 2019 – current

Owner: Little Palm Dolphin Resort Development LLC – Everett Atwell –

eatwell@tampabay.rr.com

Engineer: Glen Boe & Associates – Sean Kirwin – 305-743-9121

3. Description: Install 225 ln. ft. of PZ-27 sheet piles with concrete cap, remove 1,400 sq. ft. of concrete docks and build new 1,400 sq. ft. wood framing with composite decking dock, chipped out 55 existing concrete bents, formed, and poured 55 new concrete bents.

Location: Boat House Marina - 12399 Overseas Highway, Marathon, FL 33050

Contract: \$1,500,000

Dates: February 2017 – August 2018 Owner: Michelle Koby- 305-849-1142

Engineer: Stirling & Wilbur Engineering Group – Brian Stirling – 941-929-1552

4. Description: Installed 500 ln. ft. of vinyl sheet piles, 3,000 sq. ft. of wood framing and decking for docks, 2,000 sq. ft. of 6" thick sidewalk, placed 200 ln. ft. of rip rap

Location: Oceans Edge Marina, Key West, FL 33040

Contract: \$1,300,000

Dates: October 2015 – December 2016

Owners contact: Brian Botsford – 305-872-4734 Engineer: Weiler Engineering – 941-505-1700 5. Description: Removed and replaced 4,000 sq. ft. of wood decking, bents, and stringers.

Installed 9 new wooden stairs with railings. Wrapped 150 wood piles.

Location: Villages at Hawks Cay

Contract: \$600,000

Dates: June 2015- December 2015 Owner: Michelle Koby- 305-849-1142

Engineer: Artibus Design – Serge – 305-304-3512

### **Document A310<sup>TM</sup> – 2010**

Conforms with The American Institute of Architects AIA Document 310

#### Bid Bond

CONTRACTOR:

(Name, legal status and address)

Coral Construction Company

1362 107th Street Gulf

Marathon, FL 33050

OWNER:

(Name, legal status and address)

City of Key West 1300 White Street

Key West, FL 33040

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Kingfish Pier Replacement - Hurricane Irma Damage

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company 175 Berkeley Street

Boston, MA 02116

SURETY:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this

19th

day of February, 2020

Coral Construction Company

(Principal)

(Seal)

Tracey

The Ohio Casualty Insurance Company (Surety)

(Seal)

(Title) Kevin Wojtowicz

Attorney-in-Fact

OMO SHE

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LMS-12873 LMIC OCIC WAIC Multi Co\_062018

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

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

Certificate	NIa-O	200	200

#### **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brett
Rosenhaus, Tracey Boone-Brown, Laura D. Mosholder, John R. Neu, Daniel F. Oaks, Becky Stanton, Kevin Wojtowicz
all of the city of Saint Petersburg state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April , 2019 .
Liberty Mutual Insurance Company The Ohio Casualty Insurance Company
State of PENNSYLVANIA County of MONTGOMERY ss
On this 12th day of April , 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.
COMMONWEALTH OF PENNSYLVANIA  Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 Member, Pennsylvania Association of Notaries  By: Teresa Pastella, Notary Public
This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:
State of PENNSYLVANIA County of MonTigoMery  On this 12th day of April 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ofilo Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.  Common West American Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:  ARTICLE IV – OFFICERS: Section 12. Power of Attorney.  Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President any prescribe, shall appoint such attorneys-in-fact, same ye necessary to act in behalf of the Corporation. When so executed, such instruments shall be as binding as if signature and execution of any such instruments and to attach therethe be seal of the Corporation. When so executed, such instruments shall be as binding as if signature and execution of any such instruments and to attach therethe the seal of the Corporation. When so executed, such instruments shall be as binding as if signature and execution of any such instruments and to attach therethe the seal of the Corporation. When so executed, such instruments shall be as binding as if signature and execution of any such instruments and to attach therethe the seal of the Corporation. When so executed, such instruments shall be as binding as if signature and execution of any such instruments and to attach therethe the seal of the Corporation. When so executed the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting su
ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.  Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.
Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.
Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.
I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1944 day of 12020
1912 CORPORATION TO THE LOCAL PROPERTY INSURATION OF THE LOCAL PRO

#### **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA	)
	: SS
COUNTY OF MONROE	)

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

Chelsea Lyon, President

Sworn and subscribed before me this 18 day of February, 2020

NOTARY PUBLIC, State of Florida

at Large

Notary Public State of Florida Marco A Auson My Commission GG 940024 Expires 12/15/2023

My Commission Expires: 12/15/2023

END OF SECTION

# 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 Kingfish Pier Replacement
2.	This sworn statement is submitted by <u>Coral Construction Congruy</u> (name of entity submitting sworn statement)
	whose business address is 347 Aviation Blvd
	Morathon, FC 33050 and (if applicable) its Federal Employer
	Identification Number (FEIN) is 20 - 0434312
signin	(If the entity has no FEIN, include the Social Security Number of the individual g this
	sworn statement
3.	My name is <u>Chelsea Lyons</u> (please print name of individual signing)
	and my relationship to the entity named above is 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 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

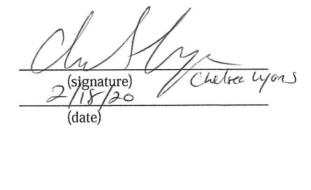
- 1. A predecessor or successor of a person convicted of a public entity crime; or
- 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, 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, 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 by 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).



COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned

authority,

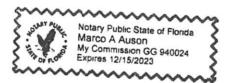
Chelsea Lyons who, after first being sworn by me, affixed his/her

(name of individual signing)

signature in the space provided above on this 18 of February , 20 Z.0

My commission expires: 12/15/2023

NOTARY PUBLIC



#### CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR	: Coral Construction Company	SEAL:
	347 Aviation Blud, Marathon FL3	3050
	Address	
	Signature (NO)	
	Print Name President	
	Title	
DATE:	2/18/20	

#### **EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Morida
: SS
COUNTY OF Menrol
I, the undersigned hereby duly sworn, depose and say that the firm of
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: My Chelsea Lyons, President
Sworn and subscribed before me this 18 <sup>th</sup> day of FEBRUARY 20 ZO.
Mousen
NOTARY PUBLIC, State of Florida at Large  Notary Public State of Florida Marco A Auson My Commission GG 940024
My Commission Expires: 12/15 /2023

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

#### **CONE OF SILENCE AFFIDAVIT**

STATE OF Monda)
: SS
COUNTY OF Monroe
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of <u>Coral Construction Companies</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: Chelsea Lyons, President
Sworn and subscribed before me this
18th day of FEBWARY 20 ZO.
NOTARY PUBLIC, State ofFLORIDA at Large
My Commission Expires: 12   15   2023
Marco A Auson My Commission GG 940024

#### CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

- A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
- 2. A City of Key West Business License Tax Receipt also is required as for subcontracting landscaping contractor, engineering services, and professional surveying.
- 3. A Business License Tax Application can be found on the City's web site.

http://www.keywestcity.com/egov/docs/1162843921181.htm

#### **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 Proposal filled in, using black ink.	
3.	Total and unit prices added correctly.	[1]
4.	Addenda acknowledged.	[4]
5.	Subcontractors are named as indicated in the Proposal.	14
6.	Experience record included.	[1]
7.	Bid signed by authorized officer.	14
8.	Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.	[V]
9.	Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.	14
10.	Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.	
11.	Bid submitted intact with Bid Bonds and affidavits	[4
12.	Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.	M.
13.	Bidder must provide satisfactory documentation of State Licenses	14
14.	Anti-Kickback Affidavit.	14
15.	Public Entity Crimes.	[4]
16.	Domestic Partner Affidavit	M,
17.	City of Key West Indemnification Form.	14
18.	Cone of Silence Affidavit.	[4



#### **PORT & MARINE SERVICES**

201 William Street Key West, FL 33040

#### ADDENDUM NO. 1

#### KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE CITY MARINA @ GARRISON BIGHT ITB #20-006

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

#### **GENERAL NOTES:**

- Mandatory Pre-Bid sign-in sheet attached.
- Incidental to the project, the contractor is responsible for removal/disposal of submerged debris within the project footprint. Estimate debris quantity at 45CY. Contractor shall submit a per cubic yard debris removal/disposal cost with bid.

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

1. What is the Engineer's estimated construction cost?

The Owner's estimated construction cost is \$1,755,000

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

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

Signature

Coral Construction Company
Name of Business



#### **PORT & MARINE SERVICES**

201 William Street Key West, FL 33040

#### **ADDENDUM NO. 2**

#### KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE CITY MARINA @ GARRISON BIGHT ITB #20-006

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

#### QUESTIONS & CLARIFICATIONS:

1. Are we replacing the Marine Power pedestals with new?

Yes, all Marine Power pedestals shall be replaced with new.

2. Is the existing ground fault monitoring system to also be replaced?

No, the new circuits being added to the existing panel will require ground fault protection. It is not replacement of the existing ground fault monitoring system.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name of Business



#### **PORT & MARINE SERVICES**

201 William Street Key West, FL 33040

#### ADDENDUM NO. 3

#### KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE CITY MARINA @ GARRISON BIGHT ITB #20-006

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

#### **CLARIFICATIONS:**

- 1. New pedestals and fire cabinet shall be by Marina Power Inc. or equal.
- A GFCI breaker is an acceptable alternative to the ground fault protection relay for the lighting circuit.
- 3. Existing underground conduit between DP-K1, DP-K2 and the seawall require replacement with new MIN 3-1/2" PVC conduit with bell fittings at each end. The conduit for the new power pedestal shall be installed underground with the new feeder conduits.
- 4. Existing ground fault protection relays shall be re-adjusted to provide ground fault at 30 mA.
- 5. The design calls for the utility water meter to be on shore, and an individual (deduct) water meter each pedestal.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 3** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name of Business



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRO	DUCER				NAME:	HOUSE					
Kel	y White & Associates Insurance, LLC				PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No):						
P.C	. Box 350909				E-MAIL ADDRESS: kelly@kwhiteinsurance.com						
						INSURER(S) AFFORDING COVERAGE NAIC					
Jac	ksonville			FL 32235	INCUPE	NSURER A: United National Insurance					
INSU	RED					Travele.		Casualty Company	$\neg$		
	Coral Construction Company				MODILER B.						
1	Po Box 500582				Mana Incurance Company						
	1 0 500 300302				INSURER D: Wesco Insurance Company						
	Marathan Shann			FI 00050	INSURER E :						
	Marathon Shores			FL 33050	INSURE						
			-	NUMBER: CORA200124				REVISION NUMBER:			
	IS IS TO CERTIFY THAT THE POLICIES OF DICATED. NOTWITHSTANDING ANY REQU										
	RTIFICATE MAY BE ISSUED OR MAY PER									3	
EX	CLUSIONS AND CONDITIONS OF SUCH PO	DLICIE	S. LI	MITS SHOWN MAY HAVE BE		UCED BY PAID	CLAIMS.				
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS			
	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$	1,00	0,000	
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,	000	
								MED EXP (Any one person) \$	5.00	0	
Α				CST0000371		10/31/2019	10/31/2020		4.00	0,000	
	OFA III A CORPORATE A MAIT A PRO-150 DEF					10.01.2010	10.02020	TENCOTO LE GITLE TIMESTITI	0.00	0,000	
	X POLICY PRO- LOC							CENTER / CONTECTIVE	2.00	0,000	
				Á				PRODUCTS - COMP/OP AGG \$		0,000	
	OTHER:									2 2 2 2	
	AUTOMOBILE LIABILITY							(Ea accident)	-,,	0,000	
_	ANY AUTO							BODILY INJURY (Per person) \$			
В	OWNED AUTOS ONLY X SCHEDULED AUTOS			BA4P029528		01/16/2020	01/16/2021		nt) \$		
	X HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)			
								PIP s	10,0	00	
	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$	1,00	0,000		
С	EXCESS LIAB CLAIMS-MADE			AN059226		10/31/2019	10/31/2020	AGGREGATE \$	1,00	0,00	
	DED RETENTION\$							s			
	WORKERS COMPENSATION							X PER X OTH-	USL&I	H 6006F	
	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE								1.00	0,000	
D	OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A		WWC3450010		12/12/2019	12/12/2020	E.E. ENGITY/GOIDEITI	4.00	0,000	
	If yes, describe under				1			E.L. DISEASE - EA EMPLOYEE \$	4.00	0.000	
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT   \$	1,00	0,000	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	ACORI	) 101, Additional Remarks Sched	ule, may	be attached if mo	ore space is requ	uired)			
CER	TIFICATE HOLDER				CANCELLATION						
								SCRIBED POLICIES BE CAN		D BEFORE	
					THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
For Bid Purposes Only						ACCORDANCE WITH THE POLICT PROVISIONS.					
						AUTHORIZED REPRESENTATIVE					
						Lely with					



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

#### CONSTRUCTION INDUSTRY LICENSING BOARD

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

## STEINMETZ, ARNOLD GEORGE JR

10803 6TH AVE GULF
MARATHON FL 33050

**LICENSE NUMBER: CBC044320** 

**EXPIRATION DATE: AUGUST 31, 2020** 

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# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

#### CONSTRUCTION INDUSTRY LICENSING BOARD

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

## STEINMETZ, ARNOLD GEORGE JR

1362 107TH ST GULF
MARATHON FL 33050

**LICENSE NUMBER: CFC045270** 

**EXPIRATION DATE: AUGUST 31, 2020** 

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