

FLORIDA BID BOND

BOND NO. N/A

AMOUNT \$ N/A

KNOW ALL MEN BY THESE PRESENTS, that

Mailloux and Sons, Inc., hereinafter called the PRINCIPAL, and Developers Surety and Indemnity Company, a corporation duly organized under the laws of the State of Iowa having its principal place of business at 17780 Fitch, Suite 200, Irvine, CA 92614 in the State of California and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto The City of Key West, Florida hereinafter called the Obligee, in the sum of Five Percent of the Bid Amount

DOLLARS (\$ 5% of the Bid Amount) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

201 WILLIAM ST. CONCRETE REPAIR AND WINDOW REPLACEMENT said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE for the furnishing of labor, materials, (except those specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications entitled:

201 WILLIAM ST. CONCRETE REPAIR AND WINDOW REPLACEMENT

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid bond in the amount of five (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 five (5) 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 five (5) working 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 sealed this 25th day of January 2012

Mailloux and Sons, Inc.

PRINCIPAL

By 

Developers Surety and Indemnity Company

SURETY



Attorney-In-Fact
David B. Shick

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

David B. Shick

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jenny TT Nguyen*
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 25th day of January 2012

By: *Gregg Okura*
Gregg Okura, Assistant Secretary

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West
Address: 3126 Flagler Avenue, Key West, Florida 33040
Project Title: 201 WILLIAM ST. CONCRETE REPAIR AND WINDOW REPLACEMENT
Project: ITB #12-009

BIDDER'S INFORMATION

Name: Mailloux + Sons, Inc.
Address: 1500 15th Ave Dr. E.
Suite 103
Palmetto, FL 34221
Contact Name: John Kindler
Email: john@maillouxandsons.com
Telephone: 941-723-1955
Fax: 941-723-1956

Signature:  **Date:** 1-23-12

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (30) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

BID FORM

ITB #12-009: 201 WILLIAM ST. CONCRETE REPAIR AND WINDOW REPLACEMENT

LUMP SUM BID PRICE

\$ 326,489.20

Bid Total in Words

Three hundred twenty six thousand four hundred eighty nine and 20/100 dollars

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

The Schedule of Values (unit prices) shall include at a minimum of the following:

BASE BID

Item #	Description	Qty	Units	Unit Price	Total*
1	Slab and Stair Spall/Delamination	12	Cubic Ft.	242.80	2,913.60
2	Beam, Lintel and Sill Spall/Delamination	165	Cubic Ft.	242.80	40,062.00
3	Column Spall/Delamination	348	Cubic Ft.	242.80	84,494.40
4	CMU infill	20	Sq. Ft.	32.50	650.00
5	Scaffolding	20	Per Day	1.00	20.00
6	Shoring	10	Per Day	2.00	20.00

TOTAL 525 cu. ft. spalling or delamination					<u>\$ 128,160.⁰⁰</u>
7	Slab and Stair Spall/Delamination without Reinforcement	5	Cubic Ft.	252. ⁰⁰	1260. ⁰⁰
8	Beam, Lintel and Sill Spall Delamination without Reinforcement	10	Cubic Ft.	252. ⁰⁰	2520. ⁰⁰
9	Column Spall/Delamination without Reinforcement	30	Cubic Ft.	252. ⁰⁰	7560. ⁰⁰
10	Replace Column/Beam with steel reinforcement to equal minimum 1% gross area	5	Cubic Yd.	150	750. ⁰⁰
11	Shoring for column/beam replacement concrete cure	28	Days times 2 Locations	50	1400. ⁰⁰
TOTAL Repairs without Reinforcement					<u>\$ 13,490.⁰⁰</u>
11	Replace Column/Beam with steel reinforcement to equal minimum 1% gross area	5	Cubic Yd.	150	750. ⁰⁰
12	Epoxy injection crack repair (assume 1/16" crack 4" deep)	1,160	Linear Ft.	21.37	24,789.20
TOTAL 1,160 ln. ft. crack repair					<u>\$ 25,539.20</u>
13	Remove/Install Window 1	3	Each	2800. ⁰⁰	8400. ⁰⁰
14	Remove/Install Window 2	1	Each	2900. ⁰⁰	2900. ⁰⁰
15	Remove/Install Window 3	6	Each	1250. ⁰⁰	7500. ⁰⁰

ORIGINAL

16	Remove/Install Door 1	1	Each	2900	2900.00
17	Remove/Install Door 2	2	Each	5900	11,800.00
18	Remove/Install Door 3	2	Each	5900	11,800.00
19	Drip Edge	All	Total	1000	1,000.00
TOTAL remove/install doors and windows					\$ 46,300
20	Mobilization	1	Total	19,500	19,500
21	General Conditions	1	Total	63,500	63,500
22	Contingency	1	Total	\$30,000	\$30,000
TOTAL					\$ 113,000
TOTAL BASE BID					\$ 326,489.29

*FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF



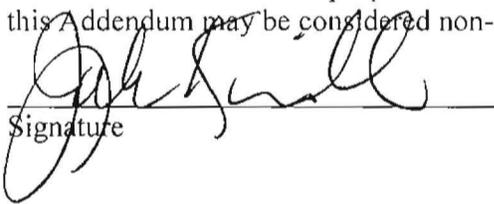
THE CITY OF KEY WEST
3126 Flagler Ave.
Key West, FL 33040

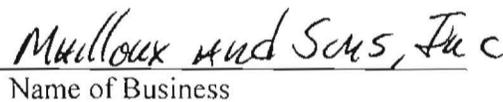
**ADDENDUM 1:
201 WILLIAM ST. CONCRETE REPAIRS AND WINDOW REPLACEMENT
INVITATION TO BID # 12-009
JANUARY 10, 2012**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby added in accordance with the following items:

1. On page 6 of the ITB the project name has been corrected to "201 William St. Concrete Repairs and Window Replacement."
2. On page 9 of the ITB under contract documents the length of time to request clarification of the Bid documents has been changed from ten (10) to five (5) days prior to Bid opening
3. Bid Breakdown 5 quantity was changed to 20.
4. Bid Breakdown 6 quantity was changed to 10.
5. Bid Breakdown 8 description was updated to assume a crack size of 1/16"x4".
6. On CD S-2.0 cross section 1 S-3.2 Second Floor Mezzanine is not to be considered within the scope of this project as well as the removal of stairs, 4" pipe, and HSS4x4 on S-2.0 floor plan.

All Proposers 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


Name of Business

ORIGINAL



THE CITY OF KEY WEST

3126 Flagler Ave.
Key West, FL 33040

**ADDENDUM 2:
201 WILLIAM ST. CONCRETE REPAIRS AND WINDOW REPLACEMENT
INVITATION TO BID # 12-009
JANUARY 12, 2012**

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

1. Mandatory Sign-In sheet is attached
2. Shoring Notes to be added to construction drawings are attached.
3. All utilities including electrical, plumbing, etc. must not be interrupted to tenants during working hours. The reinstallation of such utilities is the responsibility of the contractor. Any circumstances where utilities or the closure of a unit is absolutely required to complete the project must be minimized and approved by the City of Key West.
4. CD clarification: all notes labeled "crack" are to be considered a crack requiring epoxy injection. All notes labeled "crack/delam or delam" are to be considered a spalling repair.
5. A Certified Epoxy Injector is not required for this project.
6. The sliding door located at the South entrance of the building labeled "circled 1" will be replaced by "circled 2" door (same door as located on the Harborwalk exit), please include the difference in width and all materials and labor to install the smaller width door within your bid.

All Proposers 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

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

Name of Business

A handwritten name in black ink, "MacHoux and Sons, Inc.", written over a horizontal line.

ORIGINAL



THE CITY OF KEY WEST

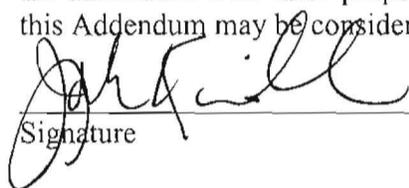
3126 Flagler Ave.
Key West, FL 33040

**ADDENDUM 3:
201 WILLIAM ST. CONCRETE REPAIRS AND WINDOW REPLACEMENT
INVITATION TO BID # 12-009
JANUARY 17, 2012**

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

1. Repaint all repaired areas with minimum 1 coat acrylic block fill primer and 2 coats elastomeric exterior grade paint such as SherLastic from Sherwin William or equivalent with City approval.

All Proposers 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

ORIGINAL



THE CITY OF KEY WEST

3126 Flagler Ave.
Key West, FL 33040

**ADDENDUM 4:
201 WILLIAM ST. CONCRETE REPAIRS AND WINDOW REPLACEMENT
INVITATION TO BID # 12-009
JANUARY 19, 2012**

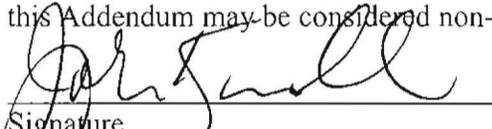
This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. **Sheet S-1.0 (Reinforced Concrete Note #2) = Please provide "Minimum Compressive Strength of XXXX psi in 28 days"?** For repairs less than 24" in height for columns or length for beams use specified mortar. For repairs larger than 24" in length use Column Mix Spec- $f'c=5,000$ psi, $w/c=0.40$, max. aggregate size 3/8", minimum air 7.5% and use Eclipse 4500 1.5 gal/cy (or equiv.). For all other areas (around new doors, windows, etc.) use $f'c=5,000$ psi, $w/c=0.40$, max. aggregate size 3/8".
2. **Sheet S-1.0 (Reinforced Concrete Note #11) = "Provide Reinforcing Steel Placer with a Set of Structural Drawings for Filed Reference." Please explain...** This note is typical for chairs to raise steel for slabs and such and should not be applicable to this project.
3. **Sheet S-2.0 (Note #1) = "Clean all Canopy Structural Steel to Meet the Requirements of SSPC SP-3." Which Canopy is this referring to? Will this require a separate Bid Line Item or be combined within another activity? Please advise...** The structural steel noted is for the steel deck at the entry of the building. We are, as of this addendum removing both alternate bids from this project.
4. **Sheet S-4.0 (Detail 8 - Drip Edge Detail) = "Provide Drip Edge"... Please provide spec on type of drip edge (material type, thickness and depth of drip edge)...** The drip edge is to be a 1/4" bevel saw cut to be primed and painted typ.
5. **Bid Form = Permit Fees? Where do the costs of Permit Fees get allocated on the Bid Form?** Please add permit fees into line item #17 General Conditions.
6. **Bid Form (Item # 19: "Replace Entry Steel Deck with 1-1/2" 20 gage") = Will this Steel Deck require a Roof Membrane or Roof Coating?** We are, as of this addendum both alternate bids from this project.
7. **Bid Form (Item # 20: "Install New C-Channel at Mezzanine") = We need additional information on this item... What type of Material, Size, Thickness, Gage, Connection Types?** We are, as of this addendum removing that Item #20 under alternate bids, from this project
8. Both Alternate bid lines items are being removed from this project.

ORIGINAL

9. New line item #10 has been added, Replace Column/Beam with steel reinforcement to equal minimum 1% gross area. This is to represent the dollar amount to **replace** 5 cubic yards of beam or column if needed.
10. New line item #11 has been added, Shoring for column/beam replacement concrete cure. This should be for curing times for beams/columns that need to be replaced and separate from Shoring line item #6 which would be the working shoring. The quantity is noted as 28 days for 2 separate locations at a time.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 4 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature


Name of Business

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:

Portion of Work: Windows + Doors

Name: Heritage Glass, Inc.

Address: 1200 Odgen Rd, Suite 3 • Venice, FL 34285

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: Mailloux and Sons, Inc.

Doing business at 1500 15th Dr. E. Suite 103

City Palmetto State FL Zip 34221

Telephone No. 941-723-1955

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
<u>Jade Mailloux</u>	<u>President</u>

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 23 day of January, 2012

(SEAL)

Name of Corporation: Mailloux And Sons INC

Authorizing Signature: Jade Mailloux

Title: President

Attest: Judith Stokem
Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2011.

Signature of Bidder _____

Title _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

PROJECT ITB #12-009: 201 WILLIAM ST. CONCRETE REPAIR AND WINDOW REPLACEMENT

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. _____ for

2. This sworn statement is submitted by MAILLOUX AND SONS INC
(Name of entity submitting sworn statement)

whose business address is 1500 15th Ave Dr E #103
Palmetto, FL 34221 and (if applicable) its Federal
Employer Identification Number (FEIN) is 20-8413979 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is JADE MAILLOUX and my relationship to
(Please print name of individual signing)

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 entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

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

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

1. A predecessor or successor of a person convicted of a public entity crime: or

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

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

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a 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.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has 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.)

Jade Maillox
(Signature) _____
1-23-2012
(Date) _____

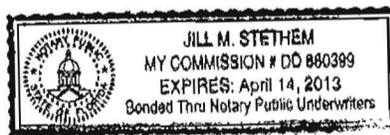
STATE OF FLORIDA
COUNTY OF MANATEE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JADE MAILLOUX who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 23 day of January, 2012

My commission expires: 4-14-13
Jill M. Stethem
NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #12-009: 201 WILLIAM ST. CONCRETE REPAIR AND WINDOW REPLACEMENT

STATE OF FLORIDA)
 : SS
COUNTY OF ~~MONROE~~)
 MANATEE

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

By: *Jill M. Stethem*

Sworn and subscribed before me this

23 day of January, 2012

Jill M. Stethem
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 4-14-13



LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 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 MARLOUX AND Sons Inc Phone: 941-723-1955

Current Local Address: (P.O Box numbers may not be used to establish status) Fax: 941-723-1956

1500 15th Ave Dr E #103
Palmetto, FL 34221

Length of time at this address 2 yrs

Jade Mailloux
Signature of Authorized Representative

1-23-12
Date

STATE OF FLORIDA
COUNTY OF manatee

The foregoing instrument was acknowledged before me this 23 day of JAN, 2012
By JADE Mailloux, of Mailloux and Sons Inc
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced is personally known as identification
(type of identification)

Jill M Stethem
Signature of Notary
Jill M Stethem
Type or Stamp Name of Notary



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

OFFICE MANAGER
Title or Rank

A.1A Document G702 APPLICATION AND CERTIFICATE FOR PAYMENT
 containing Contractor's signed Certification is attached
 In tabulations below amounts are stated to the nearest dollar
 Use Column 1 on Contracts where variable retainage for line items may apply

Mallouk & Sons, Inc
 1500 15th Ave Dr E #103
 Palmetto FL 34221

APPLICATION NO
 APPLICATION DATE
 PERIOD TO
 ENGINEER'S PROJECT NO

A ITEM NO	B 201 Williams Street Concrete Repair & Wd DESCRIPTION OF WORK	C Replacement SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN DOR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)	
			D FROM PREVIOUS APPLICATION (D+E)	E THIS PERIOD					
20	Mobilization/Demobilization	19,500.00				-	0.00%	19,500.00	-
21	General Conditions	63,500.00				-	0.00%	63,500.00	-
22	Contingency	30,000.00				-	0.00%	30,000.00	-
1	Slab & Stair Spall Delamination 12CF @ 242.80/CF	2,913.60				-	0.00%	2,913.60	-
2	Beam, Lintel and Sill Spall Delamination 165CF @ 242.80/CF	40,062.00				-	0.00%	40,062.00	-
3	Column Spall/Delamination 348CF @ 242.5/CF	84,494.40				-	0.00%	84,494.40	-
4	C.M.U Infil 20 SF @ 32.50/SF	650.00				-	0.00%	650.00	-
5	Scaffolding 20Day@1.00/ea	20.00				-	0.00%	20.00	-
6	Shoring 10/day@2.00/ea	20.00				-	0.00%	20.00	-
7	Slab & Stair Spall Delamination w/o Reinforcement 5CF @ 252.00/CF	1,260.00				-	0.00%	1,260.00	-
8	Beam, Lintel & Sill Spall Delamination w/o Reinforcement 10CF @ 252.00/CF	2,520.00				-	0.00%	2,520.00	-
9	Column Spall/Delamination w/o Reinforcement 30CF @ 252.00/CF	7,560.00				-	0.00%	7,560.00	-
10	Replaces Column/Beam with steel reinforcement to equal min 1% gross area 5CYD @ 150/CYD	750.00				-	0.00%	750.00	-
11	Shoring for Column/beam replacement concrete cure 28days @ 25/day	1,400.00				-	0.00%	1,400.00	-
11	Replaces Column/Beam with steel reinforcement to equal min 1% gross area 5CYD @ 150/CYD	750.00				-	0.00%	750.00	-
12	Epoxy Injection crack repair 1160ft @ 21.37/LF	24,789.20				-	0.00%	24,789.20	-
13	Remove/Install Wd 1 - 3 @ 2800.00/ea	8,400.00				-	0.00%	8,400.00	-
14	Remove/Install Wd 2 - 1 @ 2900.00/ea	2,900.00				-	0.00%	2,900.00	-
15	Remove/Install Wd 3 - 6 @ 1250/ea	7,500.00				-	0.00%	7,500.00	-
16	Remove/Install Door 1 - 1 @ 2900.00	2,900.00				-	0.00%	2,900.00	-
17	Remove/Install Door 2 - 2 @ 5800/ea	11,800.00				-	0.00%	11,800.00	-
18	Remove/Install Door 3 - 2 @ 5900/ea	11,800.00				-	0.00%	11,800.00	-
19	Dnp edge All	1,000.00				-	0.00%	1,000.00	-
20						-	0.00%		-
21						-	0.00%		-
22						-	0.00%		-
23		326,489.20				-	0.00%	280,189.20	-

ORIGINAL

ORIGINAL

2011 / 2012
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2012

Business Name: MAILLOUX AND SONS INC

RECEIPT# 30140-104041

Owner Name: JADE MAILLOUX
Mailing Address: 1500 15TH AVE DR E-103
PALMETTO, FL 34221

Business Location: MO CTY
KEY WEST, FL 33040
Business Phone: 941-723-1955
Business Type: CONTRACTORS (GENERAL CONTRACTOR)

Rooms Seats Employees Machines Stalls

5

STATE LICENSE: CGC1514374

Number of Machines: For Vending Business Only Vending Type:

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 000-10-00002589 08/30/2011 20.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

Sarasota County Business Tax Receipt

2011-12

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET, IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

Account No.
3904060037372

Business Type: PAINTING SERVICE

Business Address: MAILLOUX JADE & SONS INC
1519 STOEBER AVE
SARASOTA uninc FL 34232

PAID: 5527267.0001 7/14/2011 \$73.50

MAILLOUX JADE
1500 15TH AVE DR E #103
PALMETTO FL 34221

All businesses in Sarasota County are responsible for complying with the Sarasota County mandatory recycling ordinance.

Sarasota County Tax Collector
Barbara Ford-Coates
101 S. Washington Blvd., Sarasota, FL 34236
(941) 861-8300, option 3
www.SarasotaTaxCollector.com
Info@SarasotaTaxCollector.com

Valid until 9/30/2012

ORIGINAL

AC# 5122964

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10081902865

DATE	BATCH NUMBER	LICENSE NBR
08/19/2010	100075402	CGC1514374

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 BS
Expiration date: AUG 31, 2012



MAILLOUX, JADE
MAILLOUX AND SONS INC
1500 15TH AVE DR EAST #103
PALMETTO FL 34221

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW

Mailloux and Sons Inc

Painting ♦ Restoration ♦ Special Coatings ♦ Waterproofing

Project: St Joseph's Parking Garage Structural Repair

Owner: St Joseph's Hospital Inc

Architect: Harvard Jolly

General Contractor: Willis A Smith

GC Contact Name & Phone #: Taylor Aultman 941-366-3116

Contract Amount: \$427,316.75

Project: FKAA Project

Owner: Florida Keys Aqueduct Authority

Engineer: Thomas Walker

General Contractor: Florida Keys Aqueduct Authority – 305-295-2154

GC Contact Name & Phone #: Thomas Walker – 305-295-2154

Contract Amount: \$187,616.81

Project: Carlton Water Treatment Plant

Owner: Sarasota County Government

Architect: Sarasota County Government

Contact Name & Phone #: Sarasota County Government -941-861-5000

Contract Amount: \$252,447.30 – on going