

BID PROPOSAL FORM

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

To: The City of Key West
Address: 1300 White St, Key West, Florida 33040
Project Title: MALLORY WHARF REFURBISHMENT

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

Company Name: Coral Construction Company
Contact Name: Chelsea Lyons
Email & Telephone: Coralconstruction@yahoo.com 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.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days and to complete the project, in all respects, within 60 calendar days after the date of the initial Notice to Proceed. **To minimize impact on cruise ship operations, and assuming Commission approves Award at August 7 meeting, all work must be completed between August 21, 2018, and October 20, 2018.**

BID PROPOSAL (continued)

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 **\$900.00 per day** for all Work awarded until the Work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default. Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by the Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, _____, _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represents a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. Bidder further acknowledges that bid includes any permits required by the City of Key West and any Regulatory Agencies. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

LUMP SUM BASE BID

\$ 566,093.00

UNIDENTIFIED REPAIR ALLOCATION

\$ 20,000

TOTAL LUMP SUM BID (Add above two lines):

\$ Five hundred sixty-six thousand ninety-three Dollars & 00 Cents
amount written in words

BID ALTERNATES

1. Furnish 100% Performance & Payment Bonds (Lump Sum)

\$ 20,000

BID PROPOSAL (continued)

2. New Bollards (in Lieu of Refurbishment). Up to three (3) bollards may be purchased.

(Lump Sum Price per Single Bollard)

\$ 50,000.00 - New bollards are 10-12 weeks out for delivery

3. New Mooring Fenders - Trelleborg Seaguard Marine Fender OR EQUIVALENT. 5.6 foot diameter by x 11.3 feet long – High Capacity (Black),. Up to five (5) fenders may be purchased. Note: Furnish and Installation timeline for fenders, if purchased, to be negotiated with Owner.

(Lump Sum Price per Single Fender).

\$ 50,000.00

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

The Bidder shall submit a Schedule of Values with the Bid. Schedule of Values shall be broken down by bid items listed in PART 6 of the PROJECT MANUAL and will be used as a basis for payment.

Contractor is responsible for providing a dollar amount for each item listed on the Schedule of Values and that total shall match the amount on the Bid Lump Sum. The Bidder will be considered non-responsive if Schedule of Values is not complete and or not included in Bid Package.

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

18-113A

Mallory Sq. Pier Dolphin Repair & Fender

BID PROPOSAL

Jorge Abisambra

04/27/2018 10:24 AM

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	MALLORY SQUARE				
	PIER & DOLPHIN REPAIRS			+2,000	
110	MOBILIZATION / DEMOBILIZATION DIVERS	1.000	EA	\$50,000	\$50,000
130	ENVIRONMENTAL PROTECTION BMP	1.000	EA	20,000	20,000
150	PAYMENT & PERFORMANCE BOND	1.000	LS	12,000	12,000
	***Subtotal Mob/Demob/Environmental				
	PIER & DOLPHIN CRACK REPAIRS			+152,744	
210	Pier Crack Repairs - <i>Remove 3-re-lay pavers</i>	19.000	CF	2,430	46,170
220	Dolphin Crack Repairs - <i>Remove 3-re-lay pavers</i>	33.000	CF	2,430	80,190
230	New Chain & Plates Furnished & Installation	3.000	EA	10,000	30,000
240	New Fender Supply & Install	1.000	EA	8,000	8,000
	***Subtotal			+26,852	
	PIER & DOLPHIN DELAMINATION				
760	Pier Delamination	91.000	SF	670	60,970
770	Dolphin Delamination	0.000		0.00	0.00
	***Subtotal			-13,070	
	PIER & DOLPHIN SPALL REPAIRS				
1010	Pier Spall Repairs	60.000	SF	555	33,300
1020	Dolphin Spall Repairs	56.000	SF	750	42,000
	***Subtotal			+68,744	
	BOLLARD REFURBISHING				
1110	Bollard Refurbishing (sandblast & recoat)	3.000	EA	30,000	90,000
	Total Construction Repairs				
1210	Project Contingency Approx. 10%	1.000	LS		51,463
	Bid Total				\$566,093

Bidder responsible to confirm all quantities prior to bid submittal.

BID PROPOSAL
(continued)

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:

N/A

Name

Trade _____ Percent of Total Base Bid _____

Street _____ City _____ State _____ Zip _____

Name

Trade _____ Percent of Total Base Bid _____

Street _____ City _____ State _____ Zip _____

Name

Trade _____ Percent of Total Base Bid _____

Street _____ City _____ State _____ Zip _____

Name

Trade _____ Percent of Total Base Bid _____

Street _____ City _____ State _____ Zip _____

Name

Trade _____ Percent of Total Base Bid _____

Street _____ City _____ State _____ Zip _____

BID PROPOSAL (continued)

SURETY

Developers Surety and Indemnity Company whose address is
17771 Cowan Suite 100, Irvine, CA, 92614
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is:

Coral Construction Company doing business at
1362 107th St. Gulf, Marathon, FL, 33050
Street City State Zip

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

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

Chelsea Lyons - President / Treasurer

Evan Lyons - Vice President / Secretary

BID PROPOSAL (continued)

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 20__.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 17th day of July 2018.

(SEAL)

Coral Construction
Name of Corporation

By [Signature]

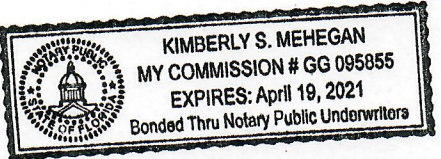
Title President

Attest [Signature]

Sworn and subscribed before this 17th day of July, 2018

NOTARY PUBLIC, State of FL, at Large

My Commission Expires: 04/19/21





Project Management Experience

1. **Client Name:** Pritam Singh
Project Name: Oceans Edge Resort
Project Location: 5950 Peninsular Avenue, Key West, FL
Summary of Services: Removed existing concrete docks and installed 18,000 sq. ft. of stringers and decking for marina, augured 16" holes and formed and poured tiebacks to secure seawalls, repaired 200 cu.ft. spalling on existing marina, installed new cleats

2. **Project:** Boat House Marina
Owner: Michelle Koby – 305-849-1142
Dates: 01/15/17 – Current
Project Location: 12399 Overseas Hwy, Marathon, FL 33050
Engineer: Brian Stirling – 941-345-5131
Description of Work: Repair existing spalling on marina, remove and replace broken concrete bents

3. **Project: SR72 (Stickney Point Bridge)**
Proposal ID: T1A02
Owner: FDOT
Subcontracted by: International Metalizing Corporation (Carl Tudor- 609-670-2200)
Dates: 04/2015 – 06/2015
Description of Work: White metal blasting, metalizing, painting, SSPC-Level 2, coatings inspections

Pay Items:

	Dollar Amount:
Structural Steel rehab. Bascule leaves - 0095 0460 1 5 – 365 LBS	\$48,482.98
Coating existing structural steel – 0270 0561 1 – 165 LS	\$877,095.45
Coating existing structural steel – 0275 0561 1 – 165 LS	\$877,095.45

4. **Project: Ohio Missouri Bridge**
Proposal ID: E6H42
Owner: FDOT
Subcontracted by: International Metalizing Corporation (Carl Tudor- 609-670-2200)
Dates: 01/2015 – 04/2015
Description of Work: Concrete repair, movement of traffic, metalizing, cathodic protection testing, coatings testing and cathodic protection expert

Pay Items:

	Dollar Amount:
Restore spalled areas, latex modified mortar - 0401 70 2 – 838 CF	\$502,800.00
Methacrylate monomer – 0413151 – 712 GA	\$49,840.00
Cleaning & sealing concrete surfaces-penetrant sealer – 0413154 - 71,245 SF	\$569,960.00
Reinforcing steel-substructure – 0415 1 5 -1,208 LBS	\$6,040.00
Cathodic Protection Integral Pile Jacket, Non-structural - 0457 2132 – 260 LF	\$767,000.00
Bridge Deck Expansion Joint, rehabilitation – 0458 1 21 – 294 LF	\$22,050.00
Riprap, sand-cement – 0530 1 – 37.8 CY	\$24,570.00



5. Project: Missouri Little Duck Key Channel

Proposal ID: E6H58

Owner: FDOT

Subcontracted by: International Metalizing Corporation (Carl Tudor- 609-670-2200)

Dates: 02/2014 – 01/2015

Description of Work:

Pay Items:	Dollar Amount:
Concrete class IV, substructure – 0400 4 5 – 2.6 CY	\$5,844.80
Cathodic protection system, zinc aluminum spray – 0400142 3 - 7,233 SF	\$332,718.00
Cleaning & coating concrete surface, class 5 – 0400143 – 30,279 SF	\$30,279.00
Restore spalled areas, latex modified mortar – 0401 70 2 – 844 CF	\$268,392.00
Methacrylate Monomer – 0413151 – 364 GA	\$46,592.00
Cleaning & sealing concrete surfaces – 0413154 – 43,657 SF	\$76,399.75
Reinforcing steel, substructure – 0415 1 5 – 288 LBS	\$648.00
Cathodic protection integral pile jacket, 30.1" and larger – 0457 2132 – 145 LF	\$330,165.00

1362 107th Street Gulf ~ Marathon, FL 33050

Phone: (305) 394-0747 ~ Fax: (305) 735-4456 ~ E-mail: coralconstruction@yahoo.com

CBC 044320 Building

CFC 045270 Plumbing

~ This page intentionally left blank. ~

FLORIDA BID BOND

BOND NO. BID

AMOUNT: \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that Coral Construction Company

hereinafter called the PRINCIPAL, and Developers Surety and Indemnity Company

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

having its principal place of business at 17771 Cowan Suite 100, Irvine, CA 92614

in the State of California,

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

The CITY OF KEY WEST called the OBLIGEE, in the sum of Five Percent of Amount Bid

DOLLARS (\$ 5%) for the

payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for MALLORY WHARF REFURBISHMENT, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

MALLORY WHARF REFURBISHMENT

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the

FLORIDA BID BOND (continued)

CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 18th day of July, 2018 .

Coral Construction Company
PRINCIPAL

By *Chris Lopez*

Developers Surety and Indemnity Company
SURETY

By *Kevin R. Wojtowicz*
Kevin R. Wojtowicz
Attorney-In-Fact & FL Licensed Agent



STATE OF _____)
) : SS
COUNTY OF _____)

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

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint

John R. Neu, Brett M. Rosenhaus, Kevin R. Wojtowicz, Daniel F. Oaks, Charles J. Nielson, Charles D. Nielson, David R. Turcios, Michael A. Gentile, Jessica P Reno, Devin Joe Phillips, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, 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 corporations could do, but reserving to each of said corporations 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 resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations 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 corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations 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 corporations 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 and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

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

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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.



Place Notary Seal Above

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 *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, 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 resolutions of the respective Boards of Directors of said corporations 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 18th day of July, 2018

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



ANTI - KICKBACK AFFIDAVIT

STATE OF Florida)
)
COUNTY OF Monroe) : SS

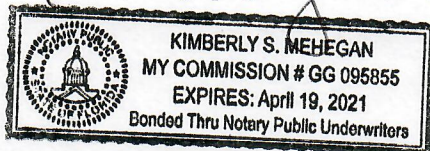
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Chris Lynn

Sworn and subscribed before me this 17th day of July, 2018.

NOTARY PUBLIC, State of Florida at Large
Kimhegan

My Commission Expires:



* * * * *

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

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

1. This sworn statement is submitted with Bid for Mallory Wharf Refurbishment, City of Key West, Florida.

2. This sworn statement is submitted by Coral Construction Company
(name of entity submitting sworn statement)

whose business address is 1362 107th St. Gulf
Marathon, FL 33050

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
20-0434312

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

3. My name is Chelsea Lyons
(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 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.

PUBLIC ENTITY CRIMES (continued)

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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.)

PUBLIC ENTITY CRIMES (continued)

X 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.)

Chris Leger
(signature)
7/17/18
(date)

STATE OF Florida

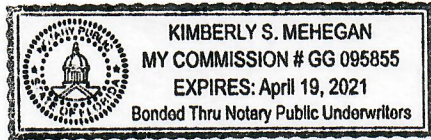
COUNTY OF Miami

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 17th day of July, 2018.

My commission expires: 04/19/21



Kimberly S. Mehegan
NOTARY PUBLIC

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.

CONTRACTOR: Coral Construction Company SEAL:

1362 107th St. Gulf Marathon, FL 33050
Address

Chelsea Lyons
Signature

Chelsea Lyons
Print Name

President
Title

7/17/18
Date

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

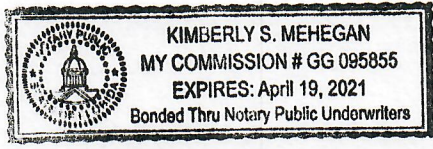
I, the undersigned hereby duly sworn, depose and say that the firm of Coral Construction Company provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: *[Signature]*

Sworn and subscribed before me this
17th day of July, 2018.

[Signature]
NOTARY PUBLIC, State of FL at Large

My Commission Expires: 04/19/21



LOBBYING RESTRICTIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.


This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Chelsea Lyons Signature of Contractor's Authorized Official
Chelsea Lyons, President Name and Title of Contractor's Authorized Official
7/17/18 Date

NON-COLLUSION AFFIDAVIT

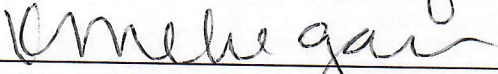
STATE OF FLORIDA)
 : SS
 COUNTY OF MONROE)

I, the undersigned hereby 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.

By: 

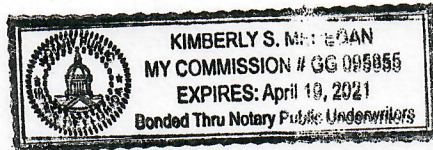
Sworn and subscribed before me this

17th day of July, 2018.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 04/19/21



DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

* * * * *



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

Mallory Square Warf Refurbishment ITB 18-026

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

Attached with this Addendum is a revised bid form, pages 16-17 of the Documents:

- 1) Delete Page 16 and 17 of the ITB Documents (Bid Proposal Form) in their entirety and replace with the attached revised form

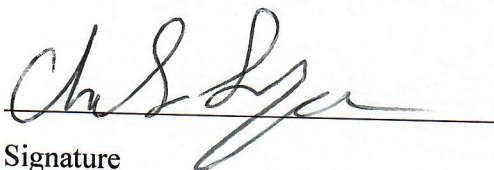
Requests for Information and Clarifications:

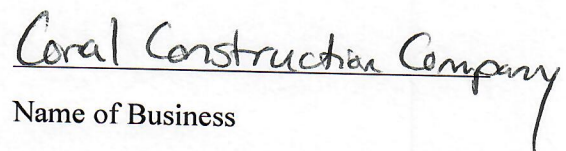
- 1) What is the Engineer's cost estimate or Budget for the project?
a. Response: \$190,000 - \$240,000
- 2) Will a barge be allowed to moor adjacent to the site?
a. Response: Yes, with the requirement that crane boom be lowered.

Attachments:

- 1) Revised Bid Proposal Form
- 2) Sign-in sheet
- 3) Pre-Bid Meeting Minutes
- 4) Specification for new mooring fender (bid alternate exercised)
- 5) Work area and contractor parking/laydown

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


Signature


Name of Business



THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 2

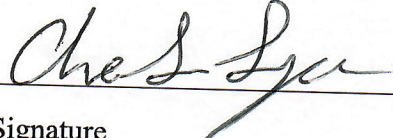
Mallory Warf Refurbishment ITB 18-026

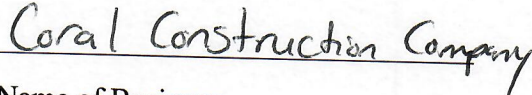
The referenced Invitation to Bid package is hereby amended per the following items. This Addendum does not change the bid opening date of July 18, 2018.

Requests for Information and Clarifications:

1. The last page of the entire bid package has a form titled Bid Proposal. Is this the one to be included with the bid? The question is because the Bid Proposal Form in Part I has a Lump Sum Base Bid and Note 2 on Sheet S-005 states "The Contractor shall include an additional 20% of the proposed spall area and a depth of 4" into their bid. The Contractor shall also include an additional 20% of the proposed crack repair length with a width of 1/32" into their bid. A unit price shall be provided for the additional work. All repairs shall be measured in the field and approved by the Owner representative or engineer." The additional quantities will cause the Lump Sum Base Bid on the Bid Proposal Form to not balance with the "Bid Total" on the Bid Proposal spreadsheet. Please advise.
Only the information shown on the contractor's completed Bid Proposal Form in Part I is considered in award. The schedule of values form was provided at the end of the package as a basis of bid for the quantity of concrete repairs. Note 2 on S-005 states that the contractor shall add 20% spall quantity and 20% crack repair into their bid prices. The "Bid Proposal" spreadsheet in Part 6, a schedule of values form, was presented for quantity purposes only.
2. On Sheet S-005 Note 3.4 states "Apply Fox FX 764 Splashzone epoxy paste or equivalent to all spalls to be repaired in accordance with manufacturer's recommendations." Section 03 31 29 Marine Cast-in-Place concrete, has parameters for a concrete mix design that would be batched with mandatory batch tickets. To clarify: Splashzone epoxy paste is suitable for all repairs except in the case of Note 3.5 on G-005 that states "If a spall is too large for Splashzone epoxy and needs to be formed up and poured... prior to pouring new concrete." In which case the concrete specified would be used?
The Maine concrete mix will be used to repair the spalls too large for repair with Fox FX Splashzone Epoxy.
3. On the Bid Proposal Spreadsheet, Bid Items 210 Pier Crack Repairs and 220 Dolphin Crack Repairs, the CF quantities seem to be very high for the LF of cracks detailed on the plans.
The units presented are incorrect. The units should be LF and CF.
4. Reference Specification 03 01 30.71, 1.2.5 Pressure Grouting Epoxy. A low viscosity epoxy resin system pumped under pressure into structural cracks. Is there a preferred product for this application?
Any grout that meets the specifications, particularly 03 01 30.71 Section 2.1.1.3 Crack Sealer for Pressure Grouting.

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


Signature


Name of Business



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**STEINMETZ, ARNOLD GEORGE JR
CORAL CONSTRUCTION COMPANY
PO BOX 500582
MARATHON FL 33050**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

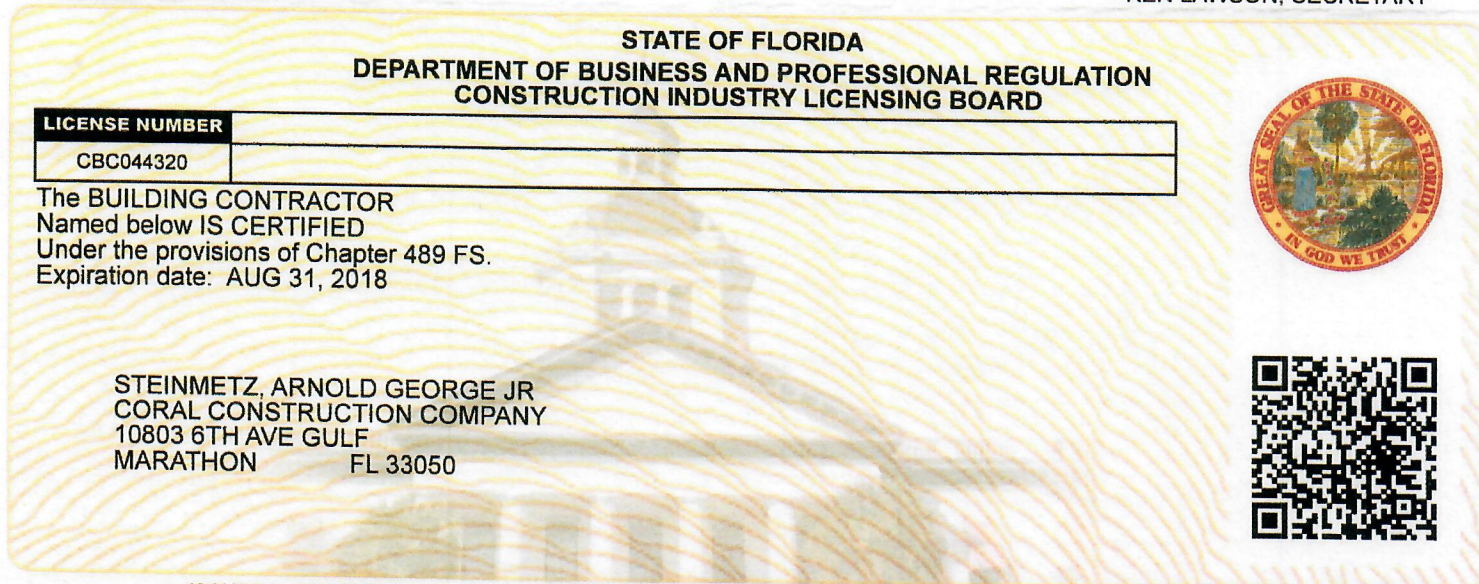
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 09/14/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1609140001730