



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

Truman Waterfront Park Phase 1B- Building 1287 & Field

ITB 19-026


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 Invitation to Bid (ITB) package is hereby amended in accordance with the following items:

To date there have been five number of questions regarding the substitution of currently specified materials/products. It is the City's policy that any substitutions, if granted, will be made subsequent to bid award.

See attachments:

1. Responses from architect
2. Pre-Bid Meeting Minutes
3. Pre-Bid Meeting Sign Up Sheet

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
Martha A. Morgan, President

West Construction, Inc.

Name of Business

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

BID PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: TRUMAN WATERFRONT PARK PHASE 1B – BUILDING
1287 AND FIELD - ITB # 19-026

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

Company Name: West Construction, Inc.
Contact Name & Telephone #: Martha A. Morgan, President / PH: 561-588-2027
Email Address: mamorgan@westconstructioninc.net

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

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the initial Notice to Proceed and to complete the project, in all respects within:

NTP 1: 270 calendar days after the Notice of Award

NTP 2: 270 calendar days after the date of the respective Notice to Proceed

NTP 2 is anticipated to be issued prior to **October 31, 2020**. The total contract term shall not exceed 540 calendar days.

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 \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, N/A, N/A, N/A, N/A, N/A, N/A, N/A, N/A, N/A, N/A, N/A, (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

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 represent 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.

1. NTP 1 BASE BID

1 LS \$ 1,687,055.00

TOTAL NTP 1 \$ 1,687,055.00

2. NTP 2 BASE BID

1 LS \$ 3,201,821.00

TOTAL NTP 2 \$ 3,201,821.00

TOTAL LUMP SUM BASE BID (SUM OF NTP 1 + NTP 2 TOTALS LISTED ABOVE):

\$ 4,888,876.00

Four Million Eight Hundred Eighty Eight Thousand Eight Hundred Dollars & Zero Cents
(amount written in words)

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

Phase	NTP - 1	NTP - 2	Total
Mobilization	\$ 58,584.00	\$ 64,800.00	\$123,384.00
General Conditions/Bonds	\$185,827.00	\$170,488.00	\$356,315.00
Earthwork & Utilities-add build items	\$525,887.00	0.00	\$525,887.00
Building Concrete	\$168,683.00	0.00	\$168,683.00
Building Foundation & Slabs- incl # 30	0.00	0.00	0.00
Building Masonry	\$ 33,636.00	0.00	\$ 33,636.00
Siding & Windows	\$ 82,007.00	0.00	\$ 82,007.00
Roofing	\$116,109.00	0.00	\$116,109.00
Doors & Hardware	\$ 18,450.00	0.00	\$ 18,450.00
Overhead and Sliding Doors	\$ 26,723.00	0.00	\$ 26,723.00
Painting	\$ 26,914.00	0.00	\$ 26,914.00
Building Plumbing	\$149,915.00	0.00	\$149,915.00
Building Mechanical	\$105,431.00	0.00	\$105,431.00

Building Electrical	\$188,889.00	0.00	\$188,889.00
Temporary Horse Run & Stables	0.00	\$67,440.00	\$67,440.00
Site lighting	0.00	\$214,519.00	\$214,519.00
Site Landscaping	0.00	\$620,322.00	\$620,322.00
Site Irrigation	0.00	\$147,481.00	\$147,481.00
Site Earthwork & Utilities	0.00	\$926,211.00	\$926,211.00
Site Concrete	0.00	\$303,955.00	\$303,955.00
Site Pavements	0.00	\$ 97,982.00	\$ 97,982.00
Foundation & Slabs	0.00	0.00	0.00
Site Masonry- All items not incl.	0.00	\$500,808.00	\$500,808.00
Site Plumbing	0.00	\$10,678.00	\$10,678.00
Site Electrical	0.00	\$77,137.00	\$77,137.00
Art in Public Places	0.00	0.00	0.00

NTP1 BID DEDUCT ALTERNATES

NOTE: OWNER HAS THE 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 A BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

1. Remove the secondary metal fencing surrounding the horse run.
1 LS \$ \$(80,935.00)
2. Install 5V crimp metal roof at horse stables as opposed to standing seam metal roof.
1 LS \$ \$(8,800.00)
3. Remove the secondary wood fencing surrounding the horse run.
1 LS \$ \$(10,483.00)
4. Existing storage rooms floors to remain – patch and repair as required. 2” Lightweight topper and epoxy paint to be excluded.
1 LS \$ \$(22,500.00)
5. Utilize Champion Bermuda grass at soccer field only. Remaining open space to be St. Augustine.
1 LS \$ \$(1,269.00)
6. Fencing around soccer field to be 4’ high as opposed to 6’ high.
1 LS \$ \$(12,500.00)
7. Exclude fencing surrounding soccer field.
1 LS \$ \$(96,682.00)

8. Horse run post lights to be replaced with solar cap lights, not hard-wired.
1 LS \$ \$(17,324.00)
9. Exclude horse run post lights.
1 LS \$ \$(13,155.00)
10. Fruit Tree Grove hardscape & fencing
1 LS \$ \$(62,680.00)
11. Soccer field sod to be Championship Bermuda as opposed to Supreme Paspalum.
1 LS \$ \$(21,952.00)
12. Design/Build of mechanical system for building (safe conditioned areas) utilizing (3) mechanical units only.
1 LS \$ \$(14,000.00)
13. Utilize synthetic grass (see specifications) at soccer field only.
1 LS \$ \$984,291.00

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work if the Bidder is awarded the Contract:

Blue Native of the Florida Keys

Name

155 Toppino Industrial Drive, Key West, Florida, 33040
Street City State Zip

A-Plus Roofing

Name

5686 Maloney Ave, Key West, Florida, 33040
Street City State Zip

Florida Keys Electric, Inc

Name

5730 2nd Ave, Key West, Florida, 33040

Street City State Zip

DAB Mechanical Inc.

Name

1717 SW 1st Way, Suite 27, Deerfield Beach, Florida, 33441
Street City State Zip

SURETY

Alter Surety Group, Inc whose address is

5979 NW 151st Street, Suite 202, Miami Lakes, FL, 33014
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

West Construction, Inc. doing business at

820 North 4th Street, Lantana, FL, 33462
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:

Martha A. Morgan, President

Matthew F. West, Vice-President

Street City State Zip

All State Walls, LLC

Name

PO Box 420222, Summerland Key, Florida, 33042

Street City State Zip

SURETY

Alter Surety Group, Inc. whose address is

5979 NW 151st Street, Suite 202, Miami Lakes, FL, 33014

Street City State Zip

BIDDER

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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:

Martha A. Morgan, President

Matthew F. West, Vice-President

N/A
If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2019.

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 27th day of August 2019.

(SEAL)

West Construction, Inc

Name of Corporation

By Martha A. Morgan
Martha A. Morgan
Title President
Attest Matthew F. West, Secretary

Sworn and subscribed before this 27th day of August, 2019

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: 08/15/2020



Yamileth Hoffman
YAMILETH HOFFMAN
MY COMMISSION # GG 021598
EXPIRES: August 15, 2020
Bonded Thru Budget Notary Services

Muss Park

Miami Beach, Florida



Project Info

Owner | City of Miami Beach
Contract Amount | \$2.4M
Completion Date | January 2018
Contact | David Gomez
305-673-7071

Site Features

4,000 Sq Ft Pavilion, LEED Gold
Restroom
Automated Doors
Reception Office
Kitchen

Services Provided

Construction Management
General Construction Services

Project Description

The Park contains a pavilion with bathrooms, a tot lot and an open, greenspace area. The Park does not offer an indoor facility for program participants and alternative accommodations must be provided during inclement weather.

The existing pavilion and playgrounds were demolished for the construction of a new LEED Gold Certified, 4000sf pavilion and elevated soil pads for future playgrounds, at a finish floor elevation of Base Flood Elevation +2' NAVD. The new pavilion includes two (2) ADA accessible restrooms, reception/office, serving kitchen, storage room and mechanical room. The design integrates an automated door system that allows the pavilion to function as an open pavilion and as a fully enclosed space during inclement weather. The adjacent landscape will be re-stored, the existing canopy trees will be preserved, and a few palms will be relocated within the site.



Samson Oceanfront Park

Sunny Isles Beach, Florida

Project Info

Owner | City of Sunny Isles Beach
Contract Amount | \$2.8 Million
Completion Date | May, 2017
Contact | Michelle Leon, Architect
RJ Behar & Company
954-680-7771

Project Description

This project included the reconstruction and upgrading of an existing park. This included: installation of new landscaping, hardscape, playground equipment, as well as a roofed performance stage, construction of a lift station, and utility upgrades. Utility upgrades included sanitary sewer improvements and upgrades to bathroom facilities. These improvements of the sewer extended into the adjacent Collins Avenue's right of way.

Site Features

- New landscaping
- Hardscape
- Roofed Stage
- Playground equipment
- Sewer reconstruction
- Bathroom reconstruction
- Turtle Friendly Lighting

Services Provided

General Construction



John Prince Park Mound Circle

Palm Beach County, Florida

Project Info

Owner | Palm Beach County
Contract Amount | \$2.1 Million
Completion Date | 2017
Contact | John McCarthy
Construction Specialist
Palm Beach County
561.966.6634

Project Description

This project was a dog park located within John Prince Park. This included the construction of paving, drainage, irrigation & landscaping, and fencing, as well as the construction of gazebos in the dog park as well as the cricket field.

Features

Paving and Drainage
Landscaping and Irrigation
Fencing
Dog park with gazebos
Cricket field



Services Provided

Construction Services



Bunche Park

Miami Gardens, Florida

Project Info

Owner City of Miami Gardens
Amount \$ 5.4 Mil. (Estimated)
Date 2016-2018
Contact Chris Giordano
 (954) 921-7781

Project Description

The project includes constructing a new multipurpose gymnasium, parking lot with lighting and drainage, a new artificial turf football field with lighting, bleachers and shade structures, rehabilitating or relocating and constructing two basketball courts with sports court lighting, new playground, new asphalt swale parking, fencing, landscaping, irrigation; utilities and video surveillance.

Features

- Modern Architecture
- 22,451 sf Building
- Covered Entry & Drop-off
- 7.24 Acre Site
- Multi Purpose Gymnasium
- Multi Purpose Studios
- Boxing Training Room
- Covered Playground
- Bleacher Expansion



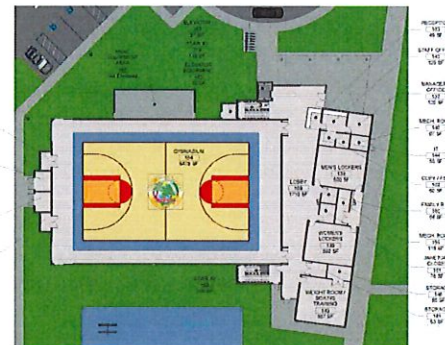
BIRDSEYE VIEW FROM NORTH EAST

Services Provided

- Design-Build



SITE PLAN



FIRST FLOOR PLAN



VIEW FROM NORTH EAST



Norwood Park & Pool

Miami Gardens, Florida

Project Info

Owner City of Miami Gardens
Amount \$1.6 M (Estimated)
Date 2016-2018
Contact Chris Giordano
954-921-7781

Features

Single-story building (3,746 SF)
Community room
Covered Porches
Office Areas
Pool & Pool Deck renovation
Existing Pool House renovation
New Playground with Shade
Drop Off Area

Services Provided

Conceptual Design
Design-Build

Project Description

The project involved the design and construction of a new recreational building (3,746 SF), With the installation of a new playground with shade structure, the renovation of an existing community pool, pool deck, pool house, parking lot, hardscape and landscape, for the City of Miami Gardens. The facility is designed to create a safe, attractive, environment for the community and encourage the future growth of the neighborhood. The building includes offices, community room, restrooms, and covered porches



Stuart Memorial Park

Stuart, Florida



Project Info

Owner | City of Stuart
Contract Amount | \$1.6M
Completion Date | October 2011
Contact | Bill Reinart
Projects Coordinator
772.221.2312

Scope of Work

Park renovation that includes a ceremonial plaza and stage featuring the park's original Veterans Memorial; a small man-made lake with pavilions and a wooden bridge; a paved perimeter walkway; and a "bio-swale to hold and clean water before it's piped to the St. Lucie River Estuary.

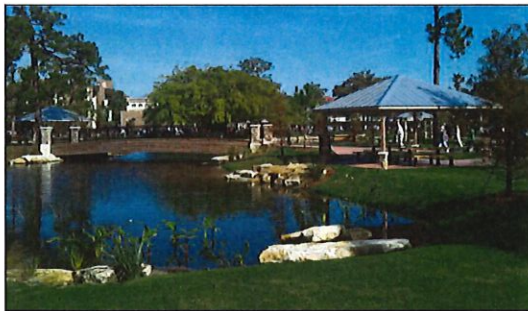
A large arch close to East Ocean Boulevard marks the new main park entrance and leads to the ceremonial plaza. The plaza has six flag-poles; one for the American flag near the arch and five on stage for the main military service flags - Army, Air Force, Navy, marines and Coast Guard.

Site Features

Pavilions
Site Utilities
Wooden Bridge
Lush Landscaping
Prominent Entryway Arch

Services Provided

Site Work
Concrete
Carpentry
Construction Management
Architectural Services





Surfside Community Center

Surfside, Florida

Project Info

Owner Town of Surfside
Amount \$4M
Date 2011
Contact Chris Giordano
954.921.7781

Project Description

Construction of a community center, aquatics complex and beach amphitheater. Included in the project are landscaping, site lighting and shade structures. The aquatics complex includes a lap pool, water slide and water features including splash pads and fountains.

Features

- Amphitheater
- Pool and Associated Water Features
- Landscaping
- Site Lighting
- Shade Structures



EXPERIENCE

Congress Avenue Barrier Free Park

Boynton Beach, Florida

Project Info

Owner | City of Boynton Beach
Contract Amount | \$1.4 Million
Completion Date | October 2011
Contact | Kevin Ramsey
Senior Project Manager
561.742.6986

Project Description

The work consisted of construction of three (3) 180 square foot, single story restroom buildings constructed of concrete block under a single pre-engineered metal structure, and one (1) 660 square foot pre-fabricated metal picnic shelter and other site improvements, including play equipment, site furnishings, trails, landscaping and irrigation.

Site Features

Restroom Buildings
Water Features
Landscaping
Pre-fab Metal Picnic Shelter
Play Equipment
Trails
Landscaping & Irrigation



Services Provided

General Construction



EXPERIENCE

Plantation Woods at Kennedy Park

Plantation, Florida

Project Info

Owner | City of Plantation
Architect | West Architecture +
Design, LLC
Contract Amount | \$510,222
Completion Date | April 2010
Contact | Susan DiLaura
Public Relations
954.797.2221

Project Description

Artistically sculptured trees and squirrel entry signage to new playground, swing sets, and interactive water feature splash pad. The site includes two pavilions along brick paved paths and log benches.

Site Features

Entry Signage
Playground Equipment
Swing Sets
Interactive Water Features
Pavilions
Log Benches

Services Provided

Design / Build



EXPERIENCE

Fort Mellon Park

Sanford, Florida

Project Info

Owner | City of Sanford
Contract Amount | \$4.4 Million
Completion Date | April 2009
Contact | Robert Beall
Project Manager
407.688.5080, Ext. 5423

Project Description

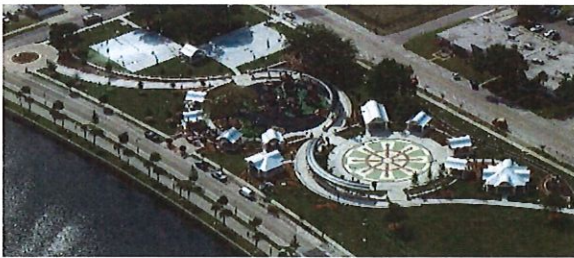
Project included interactive splash pad, a playground including a ship and a fort, two basketball courts, park rangers office, pump building, rest-rooms, nine picnic pavilions and a trail with exercise stations. Decorative stone work was used as well as assorted site amenities such as overhead shade trellises.

Site Features

\$1,000,000.00 Interactive Water Feature
Playground
Pavilions
Site Utilities
Vita Trail
Restroom Building

Services Provided

Site Work
Concrete
Carpentry
Construction Management



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Warren M. Alter; David T. Satine; Dawn Auspitz; or Jonathan Bursevich of Alter Surety Group, Inc. of Miami Lakes, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of JUNE, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of JUNE, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEM
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbakem
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 28th day of August, 2019.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

ANTI – KICKBACK AFFIDAVIT

STATE OF Florida)
)
) : SS
COUNTY OF Palm Beach)

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: Martha A. Morgan
Martha A. Morgan, President

Sworn and subscribed before me this 27th day of August, 2019.

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 08/15/2020 Yamileth Hoffman

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 Bid for _____
ITB # 19-026 TRUMAN WATERFRONT PARK PHASE IBBUILDING 1287 AND FIELD

2. This sworn statement is submitted by West Construction, Inc
(Name of entity submitting sworn statement)

whose business address is 820 North 4th Street, Lantana, FL 33462

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1809068

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement N/A

3. My name is Martha A. Morgan
(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.

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).

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

 There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Martha A. Morgan
(Signature)

08/27/2019

(Date)

STATE OF Florida

COUNTY OF Palm Beach

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Martha A. Morgan who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 27th day of August, 2019.

My commission expires: 08/15/2020.

Yamileth Hoffman
NOTARY PUBLIC



YAMILETH HOFFMAN
MY COMMISSION # GG 021598
EXPIRES: August 15, 2020
Bonded Thru Budget Notary Services

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: West Construction, Inc.

SEAL:

820 North 4th Street. Lantana, FL 33462
Address


Signature

Martha A. Morgan
Print Name

President
Title

DATE: 08/27/2019

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 Bids.
 - 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 N/A Phone: _____

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

Date: _____
Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Palm Beach)

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

By: Martha A. Morgan
Martha A. Morgan, President

Sworn and subscribed before me this

27th Day of August, 2019.

Yamileth Hoffman
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 08/15/2020



YAMILETH HOFFMAN
MY COMMISSION # GG 021598
EXPIRES: August 15, 2020
Bonded Thru Budget Notary Services

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Palm Beach)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of West Construction, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

By: Martha A. Morgan
Martha A. Morgan, President

Sworn and subscribed before me this

27th Day of August, 2019.

Yamileth Hoffman



YAMILETH HOFFMAN
MY COMMISSION # GG 021598
EXPIRES: August 15, 2020
Bonded Thru Budget Notary Services

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 08/15/2020



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

WEST, MATTHEW FIELDEN

WEST CONSTRUCTION INC
820 N 4TH STREET
LANTANA FL 33462-1710

LICENSE NUMBER: CGC1516626

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

MORGAN, MARTHA ANN

WEST CONSTRUCTION INC
820 N 4TH STREET
LANTANA FL 33462-1710

LICENSE NUMBER: CBC057038

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that WEST CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 1977.

The document number of this corporation is 555487.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 10, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of January, 2018*



Ken Detjmer
Secretary of State

Tracking Number: CC7948159343

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 820 North 4th ST
 LANTANA, FL 33462

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0153 BUILDING CONTRACTOR	MORGAN MARTHA ANN	CBC057038	U19.6401 - 10/03/18	\$1.00	B40120579

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2018/2019 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201002726
 EXPIRES: SEPTEMBER 30, 2019**

WEST CONSTRUCTION INC
 WEST CONSTRUCTION INC
 820 N 4TH ST
 LANTANA, FL 33462

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 820 North 4th ST
 LANTANA, FL 33462

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	WEST MATTHEW F	CGC1516626	U19.6401 - 10/03/18	\$1.00	B40120582

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2018/2019 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200911376
 EXPIRES: SEPTEMBER 30, 2019**

WEST CONSTRUCTION INC
 WEST CONSTRUCTION INC
 820 N 4TH ST
 LANTANA, FL 33462

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

LOCAL BUSINESS TAX RECEIPT
TOWN OF LANTANA, FLORIDA

RECEIPT NUMBER: 17-200303838

EFFECTIVE DATE:

08/08/2017

EXPIRATION DATE:

09/30/2019

WEST CONSTRUCTION INC.
820 N 4TH ST
LANTANA, FL 33462

BUSINESS LOCATION:

820 N 4TH ST

LANTANA, FL 33462

NAME OF BUSINESS

WEST CONSTRUCTION INC.

BUSINESS CLASSIFICATION:

014 - OFFICE

BUSINESS TYPE:

014 - OFFICE

OWNERSHIP TYPE:

INCORPORATED

SPECIAL CONDITIONS

THIS RECEIPT EXPIRES AS SPECIFIED ABOVE

TO AVOID PENALTIES PLEASE RENEW ON OR BEFORE SEPTEMBER 30, 2019

BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS
OF THE ORDINANCES OF THE TOWN OF LANTANA AND THE LAWS OF THE
STATE OF FLORIDA.

THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2019

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).

PRODUCER		CONTACT NAME: Anthony Entenza	
JDA Insurance Group		PHONE (A/C No. Ext): (561) 296-0373	FAX (A/C, No): (561) 828-0997
120 N Federal Hwy., Suite #301		E-MAIL ADDRESS: danielle@thejdagroup.com	
Lake Worth FL 33460		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	NAIC # 16535
INSURED		INSURER B: American Guarantee & Liability Insurance Company 26247	
West Construction Inc., West Architecture + Design, LLC.		INSURER C: American Guarantee & Liability Insurance Company 26247	
820 N. 4th St.		INSURER D: Florida Citrus Business & Industries Fund	
Lantana FL 33462		INSURER E: Zurich American Insurance Company 16535	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

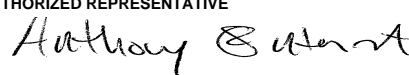
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO039847302	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP039847402	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Personal Injury Protect \$ 10,000.00
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	AUC039847602	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 12,000,000.00 AGGREGATE \$ 12,000,000.00 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	106-60973	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR BIDDING PURPOSES ONLY.

The Certificate Holder will be named as additional insured including products and completed operations for general liability per form UGL1175FCW, automobile liability, and umbrella liability when required by written contract. General Liability and Auto Liability are primary and non contributory when required by written contract. Waiver of subrogation applies to general liability, automobile liability, umbrella liability, and workers' compensation when required by written contract. Umbrella extends over general liability, auto liability and employer's liability. Should any of the above described policies be cancelled, notice will be

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance - For Bidding Purposes Only Do Not Alter	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY JDA Insurance Group		NAMED INSURED West Construction Inc., West Architecture + Design, LLC.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

contract. Umbrella extends over general liability, auto liability and employer's liability. Should any of the above described policies be cancelled, notice will be delivered in accordance with the policy provisions