

RESOLUTION NO. 24-021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED THE BID TO KEYSTAR, INC (KEYSTAR) RECEIVED IN RESPONSE TO INVITATION TO BID (ITB)#23-021 FOR JOHN JONES NAVIGATION CENTER (FORMALLY REFERRED TO KOTS) IN THE TOTAL AMOUNT NOT TO EXCEED \$8,573,874.89; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS OR ADJUSTMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City wants to proceed with the construction of the John Jones Navigation Center (5537 College Road); and

WHEREAS, the City Commission, approved the recommendation for design, permitting, grant funding and procurement through Resolutions 19-295, 19-328, 17-190, 17-207, 20-141, 20-219, 22-067; and

WHEREAS, three bids were received in response to ITB 23-021, with Keystar, Inc. submitting the lowest responsive bid; and

WHEREAS, City Staff finds the lowest bid to be responsive and responsible, and recommends award of the bid to Keystar, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of Keystar, Inc. is hereby awarded in response to ITB 23-021 for the John Jones Navigation Center, in the amount not to exceed \$8,573,874.89.

Section 2: That the project is funded in account 101-1900-519-6200, Project IS19002101. Any additional necessary budget adjustments or amendments are hereby authorized.

Section 3: That the City Manager is hereby authorized to execute a contract in substantial conformance with the bid documents upon consent of the City Attorney.

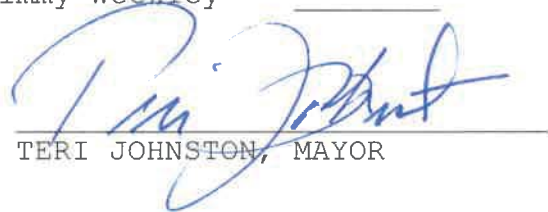
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 8th day of February, 2024.

Authenticated by the Presiding Officer and Clerk of the Commission on 8th day of February, 2024.

Filed with the Clerk on February 8, 2024.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Lissette Carey	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Absent</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Absent</u>


TERI JOHNSTON, MAYOR

ATTEST:


KERI O'BRIEN, CITY CLERK



MEMORANDUM

Date: February 8, 2024

To: Honorable Mayor and Commissioners

Via: Albert P. Childres *(APC)*
City Manager

From: Gary Volenec, P.E.
Engineering Director

Subject: **John Jones Navigation Center (JJNC) – Construction Bid Award**

Introduction

Approve the construction bid award to Keystar, Inc for the proposal received in response to the Invitation to Bid (ITB) 23-021 for the John Jones Navigation Center, and authorize the City Manager to execute the contract upon successful negotiation including consideration of add alternates and deductive alternates and provide for any necessary budget transfers/amendments.

Background

The project was initiated in September of 2019 as part of Resolution 19-295.
 The Project timeline following the recommendations as follows:
 Resolution 19-295: Commission approved the (KOTS) overnight temporary shelter.
 Resolution 19-328: Commission approved the Solar for new construction.
 Resolution 20-141; Commission approved the architectural RFQ and selection of William P. Horn
 Resolution 20-219: Commission approved the William P. Horn Task Order for Design.
 Resolution 22-067 Commission approved the William P. Horn Change Order 2
 ITB 23-021- Issued on October 26,2023.

On January 10, 2024, the City received three bid proposals as outlined below:

1. Keystar, Inc.	Base Bid	\$7,985,610.89
	Alternates	
Solar Canopy Walkway		\$ 432,000.00
Lightning Protection		\$ 31,080.00
Pit-Less Elevator		\$ (2,376.00)
Interior Wall Finishing		\$ 118,800.00

Waterproof Additive (dorms)	\$ 8,760.00
Alternates Total	\$ 588,264.00
Total Bid	\$8,573,874.89

2. D.L.Porter, Inc.	Base Bid	\$8,355,152.65
	Alternates	
	Solar Canopy Walkway	\$ 350,374.83
	Lightning Protection	\$ 27,496.13
	Pit-Less Elevator	\$ (24,795.00)
	Interior Wall Finishing	\$ 80,420.73
	Waterproof Additive (dorms)	\$ 8,097.54
	Alternates Total	\$ 441,594.23
	Total Bid	\$8,796,746.88

3. Pedro Falcon Inc.	Base Bid	\$8,765,811.00
	Alternates	
	Solar Canopy Walkway	\$ 85,196.00
	Lightning Protection	\$ 46,893.00
	Pit-Less Elevator	\$ (13,294.00)
	Interior Wall Finishing	\$ 81,130.00
	Waterproof Additive (dorms)	\$ 9,497.00
	Alternates Total	\$ 209,422.00
	Total Bid	\$8,975,233.00

Procurement

The John Jones Navigation Center project currently has an available project budget in the amount of \$6,766,800. The project as originally conceived had a design and construction budget of \$7.3M in October 2021. The City pursued a grant from the Florida Department of Economic Opportunity (now Florida Commerce) and was awarded \$4.3M in April 2022 to help offset funding for the project. The City appropriated \$3.0M. to complete the funding commitment for the total budgeted amount of \$7.3M. Currently, the expenditures for design and grant related requirements have totaled \$427,774, with an additional \$100,000 encumbered, leaving a remaining available funding balance of approximately \$6.7M including grant funds. Currently, a budget deficit in the amount of \$1,807,075 exists. however, discussions between the City Manager's Office and the Engineering and Finance Departments have identified several projects in which the budgetary resources can be reallocated in order to move forward with the John Jones Navigation Center construction. Once all budget transfers and funding allocations have been appropriated, the contract amount of \$8,573,874.89 will be funded from account 101-1900-519-6200, Project IS19002101.

Recommendation

The City Manager's Office recommends the Mayor and Commission approve the construction bid award to Keystar, INC for the proposal received in response to Invitation to Bid (ITB) 23-021 for the John Jones Navigation Center and authorize the City Manager to execute the contract upon successful negotiation including consideration of add alternates and deductive alternates and provide for any necessary budget transfers/amendments.

INTEROFFICE MEMORANDUM

To: Glynn Meienburg, Senior Project Manager

CC: Jessica Durocher, Purchasing

From: Keri O'Brien, City Clerk



Date: January 10th, 2024

Subject: **ITB 23-21 John Jones Navigation Center**

The following bids were opened Wednesday, January 10th, 2024, at 3:00p.m. in response to the above referenced project.

1. **D.L Porter Constructors, Inc**
6574 Palmer Park Circle
Sarasota, FL 34238
\$8,355,152.65

2. **Keystar, Inc**
5450 MacDonald Ave Ste.3
Key West, FL 33040
\$7,985,610.89

3. **Pedro Falcon Contractors, Inc**
31160 Avenue C
Big Pine Key, FL 33043
\$8,765,811.00

This is the front page of the performance/payment bond issued in compliance with Florida Statute 255.05

PERFORMANCE AND PAYMENT BOND

(Public Work)

In compliance with F.S. Chapter 255.05(1)(a)

Bond No.: S341211

CONTRACTOR:

Name: Keystar, Inc.

Address: 5450 Macdonald Avenue, Suite 3, Key West, FL 33040

Phone: (305) 509-0739

SURETY(S):

Name: NGM Insurance Company

Address: 4601 Touchton Road East, Suite 3400 , Jacksonville, FL 32246

Phone: (904) 380-7282

OWNER:

Name: City of Key West

Address: 1300 White Street, Key West, FL 33041

Phone: (305) 809-3700

Bond Amount: \$ 8,573,874.89

Description of Work: John Jones Navigation Center (ITB 23-021)

Project Location: Key West, Florida

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

FLORIDA PERFORMANCE BOND

BOND NO. S341211

AMOUNT: \$ 8,573,874.89

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05 Keystar, Inc.

with offices at 5450 MacDonald Avenue, Suite 3, Key West, FL 33040

hereinafter called the CONTRACTOR (Principal), and

NGM Insurance Company

with offices at 4601 Touchton Road East, Suite 3400, Jacksonville, FL 32246

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST**, hereinafter called the CITY (Obligee), in the sum of:

Eight Million Five Hundred Seventy Three Thousand Eight Hundred Seventy Four Dollars and 89/100 _____ DOLLARS (\$ 8,573,874.89),

lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated April 4th, 2024, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument

this 4th day of April, 2024, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

ATTEST

(SEAL)

ATTEST : As per attached Power-of-Attorney

Witness: Alicia Angelillo
Alicia Angelillo

CONTRACTOR Keystar, Inc.
By: [Signature]
Chas Spottswood

SURETY NGM Insurance Company
By: [Signature]
Ian Nipper, Attorney-In-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Jarrett Merlucci, Charles D. Nielson, Joseph Nielson, David Hoover, Charles J Nielson, Ian Nipper, Brett Rosenhaus** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

Aaron Bochniak
My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this _____ day of _____, _____.

Andrew Rose

Andrew Rose, Vice President

his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument

this 4th day of April, 2024, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR Keystar, Inc.

By: 
Chas Spottswood

(SEAL)

ATTEST

SURETY NGM Insurance Company

By: 
Ian Nipper, Attorney-In-Fact

(SEAL)

ATTEST : As per attached Power-of-Attorney

Witness: 
Alicia Angelillo

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Jarrett Merlucci, Charles D. Nielson, Joseph Nielson, David Hoover, Charles J Nielson, Ian Nipper, Brett Rosenhaus** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal; when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

A. Rose
My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this _____ day of _____, _____.

Andrew Rose

Andrew Rose, Vice President

April 10, 2024

The Honorable Teri Johnston
Mayor, City of Key West
Post Office Box 1409
Key West, Florida 33041

RE: Monitoring Report – Construction Procurement
Small Cities Community Development Block Grant – Coronavirus (CDBG-CV) Program
Contract Number: 22CV-S14

Dear Mayor Johnston:

Sebrina Jones, grant manager for the City's subgrant agreement, conducted a review of the construction procurement for the CDBG-CV project referenced above. This letter, which contains no findings and no concerns, is a summary of that monitoring.

The monitoring included an examination of the construction procurement documents related to the project for compliance with federal procurement regulations, state laws, and the CDBG administrative rule. The principal federal procurement regulations are contained in title 2 Code of Federal Regulations sections 200.317-200.327. Construction procurement must also comply with section 255.0525, Florida Statutes, and rule 73C-23.0051(4), Florida Administrative Code.

The City selected Keystar, Inc. as the prime contractor for the construction activities funded under the City's CDBG subgrant agreement. The grant manager reviewed the contractor eligibility, debarment certification and Section 3 forms that were included with the procurement documentation. Keystar, Inc. is not on the list of firms excluded from receiving federal funds.

A review of the Invitation to Bid and other procurement documents provided to satisfy Program Condition 15 of the Subgrant Agreement indicates that the City conducted the procurement in accordance with applicable rules, laws and regulations. The City may proceed with awarding the construction contract to Keystar, Inc..

Please send the Florida Department of Commerce (FloridaCommerce) a copy of the *Notice to Proceed* after it is issued. The construction timeline information on the notice is used to schedule monitoring visits. In accordance with Program Condition 17 of the subgrant agreement, copies of the contractor's performance and payment bonds must be included with the *Notice to Proceed*.

Please provide an updated copy of HUD Form-2880 for any contract exceeding \$50,000 reflecting the contractor's participation. If any subcontractors were not selected prior to submitting the procurement package for approval, please send FloridaCommerce copies of the debarment certification and Section 3 forms for those subcontractors as soon as possible. The City must keep copies of all debarment certification and Section 3 forms in the City's CDBG file.

Please contact Sebrina Jones, Government Operations Consultant III, at (850) 717-8495 or at Sebrina.Jones@commerce.fl.gov if there are any questions related to this letter.

Sincerely,



Shaurita Jackson, Deputy Chief
Bureau of Small Cities and Rural Communities

SJ/sj

cc: Carolyn Sheldon, Senior Grants Administrator, City of Key West
Todd Stoughton, Assistant City Manager, City of Key West



THE CITY OF KEY WEST

1300 White Street, Key West, FL 33041-1409 (305) 809-3747

NOTICE TO PROCEED

Date: April 11, 2024

TO: Charles Spottswood, Keystar, Inc.

PROJECT: John Jones Navigation Center -ITB # 23-021

Dear Mr. Spottswood

Keystar, Inc. is hereby notified to commence work on the above referenced project. Work will be performed in accordance with the agreement between Keystar Inc. and the City of Key West, Florida dated April 11, 2024. As specified in the contract documents, all work must be completed within 425 calendar days from this Notice to Proceed. and Certifications for Payment will reference City of Key West Purchase Order #.

Sincerely,

Gary Volenec, P.E.
Director of Engineering

Receipt of this NOTICE TO PROCEED is hereby acknowledged, this _____ day of _____, 2024.

CONTRACTOR:

Keystar Inc.

BY(Printed/Signed): Chas Spottswood / [Signature]

TITLE: President

DATE: 4/11/24

Please sign and email one copy of this Notice to Proceed Acknowledgment to the Project Manager at Glynn Meienburg glynn.meienburg@cityofkeywest-fl.gov

CONTRACT AGREEMENT

This Contract, made and entered into 11th day of April 2024, by and between the City of Key West, hereinafter called the "Owner", and Keystar INC., hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him/ her by the Owner and of the covenants and agreements herein contained, hereby agrees at his/ her own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for **ITB #23-021 JOHN JONES NAVIGATION CENTER, including the updated Wage Determination dated 1/12/2024**

Key West, Florida to the extent of the Bid made by the Contractor, dated the 11th day of April, 2024, all in full compliance with the Contract Documents referred to herein.

The PROCUREMENT REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, GENERAL SPECIFICATIONS and DRAWINGS are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within **Four hundred and twenty five (425) calendar days** and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

In the event the Contractor fails 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 at a rate of **\$1,500.00** per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors' warranty

obligations remain in effect as more particularly stated in the Contract Documents.