

CONTRACT DOCUMENTS FOR:



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ITB #15-004  
KEY WEST HISTORIC SEAPORT  
COMMON AREA ENHANCEMENTS PROJECT  
PHASE I

DECEMBER 2014

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MAYOR: CRAIG CATES

COMMISSIONERS:

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CITY OF KEY WEST  
CAROLINE STREET AND BAHAMA VILLAGE COMMUNITY  
REDEVELOPMENT AGENCY (CRA)  
KEY WEST, FLORIDA

CONTRACT DOCUMENTS

for

KEY WEST HISTORIC SEAPORT  
COMMON AREA ENHANCEMENTS PROJECT  
PHASE I

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CONSISTING OF:  
BID REQUIREMENTS  
CONTRACT FORMS  
CONDITIONS OF THE CONTRACT  
SCOPE OF WORK  
SPECIFICATIONS  
DRAWINGS

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KEY WEST, FLORIDA

December 2014

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**PART 1**  
**BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed bids for the City of Key West Caroline Street and Bahama Village Community Redevelopment Agency CRA ITB #15-004 KEY WEST HISTORIC SEAPORT COMMON AREA ENHANCEMENTS PROJECT PHASE I, addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler St., Key West Florida, 33040 until 3:00 pm on February 25, 2015 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

**Please submit one (1) original, one (1) copy and two (2) flash drives each with one single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "BID FOR KEY WEST HISTORIC SEAPORT COMMON AREA ENHANCEMENTS PROJECT PHASE I - ITB 15-004" addressed and delivered to the City Clerk at the address noted above.**

The project consists of the construction of various site improvements at the Historical Seaport as shown on the Construction Documents.

Drawings and Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712 or [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

A mandatory **pre-bid meeting** will be held in the Port & Marine Services conference room at 201 William, Key West, Florida on **February 11, 2015 at 2:30 p.m.**

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

**EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.**

**THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.**

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CRA will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CRA to evaluate the Bidder's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Karen Olson, Deputy Port & Marine Services Director, Key West Historic Seaport at 305-809- 3808 or kolson@cityofkeywest-FL.gov.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The CRA may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the CRA. The CRA may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the CRA. The CRA may also waive any minor formalities or irregularities in any bid.

\* \* \* \* \*

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

#### B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least 8 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

### 2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

### 3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

### 4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the Engineer, prior to bid opening, any information that he may have as to subsurface conditions and



surface topography at the worksite.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

The Bid for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal.

**The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by trade and type of work and it shall be used as a basis for payment.** Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Proposal for work contemplated; all Proposals in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the

corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in site construction and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

Anti-Kickback Affidavit  
Public Entity Crimes Form  
Indemnification Form  
Local Vender Form  
City of Key West Business License Tax Receipt  
Domestic Partnership Affidavit  
Cone of Silence Affidavit

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and one (1) COPY of bid package and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of sixty (60) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders who's BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Proposals they accompanied.

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred twenty (120) days after the opening of Proposals.

The CITY reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of

the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Proposal.

The term of this contract will be **90** days.

\* \* \* \* \*

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

**BID**

To: The City of Key West  
Address: 3126 Flagler Street, Key West, Florida 33041  
Project Title: KEY WEST HISTORIC SEAPORT COMMON AREA  
ENHANCEMENT PROJECT PHASE I

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

Company Name: MINGO AND COMPANY, LLC  
Contact Name & Telephone #: TIM ROOT 305-360-2916  
Email Address: tim@mingoandcoLLC.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal 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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal 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 Proposal, 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.

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal & Advertising Injury \$300,000 Fire Damage / Legal
Coverage must include the following:	
- Contractual Liability	- Commercial Form
- CG2010 (1185) or Equivalent	- Broad Form Property Damage
- No exclusion for XCU	- Premises / Operations
- Products / Completed Operations	- Independent Contractors (if any part of the work is to be subcontracted out)
- Personal Injury	
Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Additional Umbrella Liability:	\$2,000,000 Occurrence / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee

The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 90 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$500.00 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.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(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 Proposal(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 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.

**The Bidder shall submit a Schedule of Values with the Bid. It shall be broken down by trade and type of work and it shall be used as a basis for payment.**



**KEY WEST HISTORIC SEAPORT  
PHASE ONE  
KEY WEST, FLORIDA**

**ADDENDUM NO. 1**

*February 17, 2015*

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents.

1. Sheet A-2 and A-4 show "flush concrete retaining curb/ 6" conc. edge at both sides" of the new brick boardwalk. Sheet C-3 detail 5 shows "12"x12" concrete grade beam both sides of crosswalk" with an 8" slab under the brick. Please confirm we will follow detail 5 on sheet C-3 for both locations.

**Yes, follow detail 5 on sheet C-3 for both locations.**

2. Sheet A-4 and A-5 shows "6" conc. curb" at both parking areas. Please confirm this will be a FDOT Type "D" Curb as shown in detail 8 on sheet C-3.

**Yes, use FDOT type "D" curb for all 6" concrete curbing.**

3. Sheet A-4 shows "existing contrasting brick" at the southwest area of work. This contrasting brick does NOT exist. Also, the drawings show this brick running perpendicular to the ramp direction. Please advise.

**Add the contrasting brick to the end of the existing ramp to form a square (approximately 4'x4') of contrasting brick.**

4. Please provide additional information for the "Conc. Edges" shown on sheet A-4 around the new brick pavers leading into Key West Bait and Tackle.

**The concrete edging for this area will be 6" wide X 12" deep concrete curb w/2 #5 continuous (top is flush with brick).**

5. Will there be a concrete slab under these brick pavers? If so, how thick.

**There will be a 4" concrete slab under the bricks. Provide a 6" sub-base of crushed little stone, compacted to 95% density. Remove any rocks from the setting bed to create a smooth bearing surface. Place 2" of compacted sand over base prior to laying brick.**

6. Sheet S-1 Wood and Framing Note 6 shows "provide blocking between all joists 2x6 or greater at intervals not to exceed 8 feet." Please confirm we need 2x10 blocking for the new deck framing.

**Provide full depth blocking (2x12)**

7. Sheet S-1 Foundation & Concrete Note 7 shows "exposed edges of concrete shall have 1/2" chamfer. Please confirm the new 12"x24" grade beam will have chamfered edges.

**Yes, provide 1/2" chamfer edges.**

8. Sheet S-1 Foundation & Concrete Note 19 shows "anchor bolts... shall be minimum 5/8" galvanized steel and embedded minimum 7" into concrete". Do we need the 7" embedment?

**Use 5/8" Stainless Steel, 5" embedment. See Revised S-1**

9. Sheet A-2 - Areas #3 shows new Ipe decking under the existing stairs. Sheet S-1 - Area 3 does NOT show any framing in this location. Please advise.

**Area revised to show concrete slab in area described above. See Revised S-1**

10. The existing wood ramp for the bathrooms at area 3 has concrete footers poured over the existing brick pavers. The Deck Framing Plan at Area 1 on Sheet S-1 shows a new "12x24" grade beam" which will be poured against these pavers. We are concerned the wood ramp / footers will undermine during the installation of this grade beam. Also, due to the 3' thick layer of #57 stone, the trench will be 5' below these footers. Please advise.

**See Revised S-1 for new section cut and shallower trench. Contractor to shore/support adjacent structures and appurtenances as necessary to build to construction documents.**

11. All "IPE" wood decking will be- premium grade IPE, 5/4"x6" surface four sides, eased edge, at least partially air dried, wood decking dock boards shall be full length boards. Provide 1/4" spacing between all boards.
12. See attached light pole anchor detail for all poles attached to wood boardwalk.
13. Please advise if detail A S-1 is to be used at the Deck Framing Plan – Area 1 on sheet S-1. Currently this detail is not indicated in Area 1.

**Yes it will be used in Area 1.**

14. Will a staging area be provided?
- a. How close to the project will this staging area be located?

**Within project limits.**

15. It was mentioned at the pre-bid meeting that the pavers would be supplied by the owner.
- a. Please confirm that all pavers required for the project be supplied by the owner?
  - b. If pavers are not supplied by the owner please provide a specification for the pavers that are to be used.

**The contractor is to supply the brick pavers for the "new" brick areas, including the crosswalks and the area in front of the bait shop (Area 5).**

**The owner will provide brick pavers for approximately 2,500 S.F. of 4x8 brick pavers. The area for the 2,500 S.F. brick replacement includes the raised brick work (in area one, waterside of the recording studio), in front and side of Conch Republic Seafood Restaurant (water side) and replacement of remaning old brick at the Elizabeth Street Plaza by the water. The contractors price will include removal of existing pavers, preparation of existing base and the pick up of the owner provided pavers from Fleming Key. Price shall also include the disposal of broken brick and "good" brick to be placed on pallets and delivered to owners storage area. Add this cost to the bid form miscellaneous line items.**

**Brick Paving shall be modular solid masonry unit, grade A, 3-5/8" x 2-1/4" x 7-5/8". Units shall comply w/ASTM C-216/SW (severe weathering) standards for face brick. Brick shall be as manufactured by ACME BRICK CO., BELDON BRICK CO., or approved equal. Installation shall be over 4" min., thickness, reinf. soil supported conc. base slab, sloped to drain, and provided/expansion joints to all structural elements. See conc. specification for additional information. Brick units shall be set in a full mortar bed, types per ASTM 270.**

16. Please provide a specification on the paint that is to be used the striping of the parking lots.

**Thermoplastic per FDOT design standards.**

17. The bid form indicates that a schedule of values broken down by trade / type of work needs to be submitted with the bid. The current bid form/schedule has all scopes of work/trades broken down/separated. This bid form in turn becomes the schedule of values. Please advise if other documents are required at the time of bid.

**The bid form is not the schedule of values. In addition to the bid form you must provide a schedule of values that breaks down your bid costs further.**

- a. Typically the bidders and/or low bidder has 24 hours to submit a schedule of values for a project. I propose for your consideration that all bidders must submit a SOV with 24 hours of the bid date and time. Please advise if this is acceptable for this project.

**No, the bidder will be considered non-responsive if schedule of values is not included in bid package.**

18. Specification section 02240 Dewatering indicates that all work must be completed/installed "in the dry". This specification section speaks specifically to the requirements of dewatering which include the following:

a. 920 GPM groundwater treatment system. This work will be taking place during rainy season. Do provisions need to be made to handle surface water?

b. Contractor shall apply and obtain dewatering permit from SFWMD including fees and charges for dewatering and disposal. Based on past experience obtaining SFWMD dewatering permits can be a lengthy process.

**Dewatering permit may or may not be required.**

c. It was discussed at the pre-bid meeting that a May start date should be expected with a duration of 90 days. Will obtaining a SFWMD permit be included in the 90 day project duration?

**No. It will not.**

19. Sheet E-3 does not specify which light fixture is Type 3 and which fixture is Type 4. Please clarify.

**Type 3 light fixture is the same as type 4. The only difference is that type 3 has a reflector that makes a wide beam of light and type 4 is a narrower width but projects the light out further (as shown on photometrics).**

20. Please clarify how much brick will be required to be replaced at Area 1.

**The contractor is responsible for this. All brick in the higher walkway area needs to be replaced.**

21. Sheet C-3 Detail 5 indicates that the concrete bands on either side of brick paver crosswalk are to be colored concrete. Color is to be white. Please confirm that these bands are to be colored concrete.

**The concrete bands will be regular concrete color.**

22. Sheet C-3 detail 11 Pay Station Base/Anchor. Please a specification and dimensions, material, manufacture etc. There is not sufficient information in this detail.

**The manufacturer is Cale America ([www.caleamerica.com](http://www.caleamerica.com), I-877-620-2253). See attached cut sheets of base.**

23. Will as-built drawing be required? Please provide a specification of what will be required for as-builts.

**Yes. In front end docs, PG. 66- supp conditions Art. 72 "Final Payment".**

24. It was discussed to seal coat the existing asphalt once all work is complete. Please provide the extents of seal coating.

**Provide price to seal coat the entire parking lot of Area 5 (within the limit of work area shown on revised sheet A-4. Include within this price 4 direction arrows (shown on revised A-4) and restriping all existing striping being covered over by seal coat (including loading zone, fire lanes and other existing striping).**

- a. If required what line item is this be included on the bid form?

**Line item #8 (misc. items).**

25. Sheet A-5 indicates a tree that is in conflict with a new "D" curb. Please advise if this tree is to be removed.

**See landscape plan L-0 for information on all existing trees and removals.**

26. The landscape sheets indicated new trees, plants and shrubby in locations of existing trees. It is not clearly indicated if these existing trees and vegetation need to be removed. Please advise.

**See sheet L-0.**

27. Contractor shall purchase and install 15 bike racks to be located in the field. This will include all anchorage hardware (stainless steel) and a 16"x16"x16" concrete foundation base (if placed individually). Add this cost in the bid form miscellaneous line items.

**Brick rack: SKTRO, AL, PC, SFM**

**Product: Trio Bike Rack**

**Body Material: Cast Aluminum**

**Body Powder Coat Color: Aluminum texture**

**Dimensions: 12" L x 2.75" D x 33.5" H**

**Mounting: Surface mounted**

**See attached photo/ cut sheet of bike rack.**

28. The existing water meters the contractor can use for his irrigation system is located on Margaret Street in the sidewalk at the entrance to the gavel parking lot.

**29. Attached is the pre-bid sign-in sheet.**

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

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

X 

Signature

X MINGO AND COMPANY, LLC

Name of Business

End of Addendum No 1.

1. Mobilization, Site Demo, General Conditions, and Demobilization

1 LS

\$ 110,936.64

2. Ipe Decking (Includes all labor, equipment, foundations, wood framing & materials for a complete product)

1 LS

\$ 112,295.54

3. Concrete Pavers (Includes all labor, equipment, concrete, foundation, stabilization, truncated domes, & materials for a complete product)

1 LS

\$ 49,076.81

4. Storm Pipe (Includes all labor, equipment, bedding, foundation, stabilization & materials for a complete product)

1 LS

\$ 21,516.75

5. Storm Inlets (Includes all labor, equipment, stabilization & materials for a complete product)

1 LS

\$ 22,681.83

6. Concrete Walkways and curbing (Includes all labor, equipment, foundation, stabilization & materials for a complete product)

1 LS

\$ 34,565.87

7. Concrete Loading Zone (Includes all labor, equipment, concrete, foundation, stabilization & materials for a complete product)

1 LS

\$ 11,541.30

8. Miscellaneous items (signs, bike racks, etc.)

1 LS

\$ 52,717.68

9. Site Lighting (Includes all labor, equipment, concrete, foundation, stabilization & materials for a complete product)

1 LS

\$ 141,802.50

10. Landscaping (Includes all labor, equipment, & materials for a complete product)

1 LS

\$ 47,501.82

11. Traffic Striping (Includes all labor, equipment, & materials for a complete product)

1 LS

\$ 3,174.41

12. Irrigation System (Includes all labor, equipment & materials for a complete product)

1 LS

\$ 12,400.88

13. Allowance (only to be used with owner's written directive, Permit Fees to be paid for through allowance)

1 LS

\$ 38,000.00

**TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:**

Total of lump sum items 1 - 13

\$ 658,212.01

SIX HUNDRED FIFTY EIGHT THOUSAND TWO HUNDRED TWELVE Dollars & ONE Cents  
(amount written in words)

**NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD**

**The Bidder shall submit a Schedule of Values with the Bid. It shall be broken down by trade and type of work and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.**



MINGO & COMPANYCY LLC

SCOPE OF WORK & SCHEDULE OF VALUES

HISTORIC SEAPORT – PHASE 1

1.	MOBILIZATION	\$4,500.00
	SITE DEMO	\$10,506.64
	GENERAL CONDITIONS	\$95,930
		\$110,936.64
2.	FRAMING	\$64,000.00
	DECKING	\$28,000.00
	EXCAVATION/BACKFILL/COMPACTION	\$3,290.00
	SITE WORK	\$1,600.00
	DEMO	\$1,405.54
	CONCRETE FORM & POUR	\$14,000
		\$112,295.54
3.	BRICK PAVERS	\$13,700.00
	DEMO	\$3,400.00
	EXCAVATION	\$8,975.81
	GRADING	\$7,001.00
	CONCRETE FORM & POUR	\$16,000.00
		\$49,076.81
4.	EXCAVATION	\$21,516.75
	INSTALL PIPE	
	BACKFILL	
	ASPHALT	
5.	EXCAVATION	\$22,681.83
	CATCH BASINS	
	BEDDING	
	ASPHALT	
6.	EXCAVATION	\$8,565.00
	CONCRETE PAVING & FORM	\$7,540.00
	CURBING	\$14,650

SHORING & SUPPORT	\$3,810.87
	\$34,565.87
7. EXCAVATION CONCRETE FORM & POUR FINAL GRADING	\$3,200.00 \$6,200.00 \$2,141.30  \$11,541.30
8. EXCAVATION FORM & POUR CONCRETE BIKE RACKS BRICK PAVERS PAY STATION TRANSFER ASPHALT SEAL COATING SIGNAGE	\$4,800.00 \$12,560.00 \$7,357.00 \$13,650.00 \$2,360.00 \$2,800.00 \$2,780.00 \$6,410.68  \$52,717.68
9. SITE LIGHTING & WIRE SPRINKLER SYSTEM	\$141,802.50
10. Supply the following trees: 6 Pigeon Plum (14'-16' – 100 gallon) 6 Black Ironwood (12'-14' – 100 gallon)  Supply the following palms: 4 Cabbage palms (8'-10') 4 Key Thatch palms (6'-7' – 45 gallon) 6 Green Thatch palms (6'-8' – 45 gallon)  Supply the following medium shrubs: 9 Locust Berry (24"-36" – 7 gallon) 27 Dwarf wild coffee (18" – 3 gallon) 40 Maiden Bush (18" – 3 gallon) 5 Saw Palmetto (30"-36" – 15 gallon)  Supply the following ground cover: 75 Sea Daisy (12" – 1 gallon) 463 Golden Creeper (10"-12" – 1 gallon) 473 Green Island Ficus (12"-18" – 3 gallon) 23 Wart Fern (12-18" – 1 gallon)  Delivery, equipment, 50/50 soil, eucalyptus mulch,	\$7,249.14 \$7,249.14  \$1,787.10 \$1,582.86 \$2,374.29  \$574.43 \$413.59 \$612.72 \$1,085.03  \$526.56 \$3,250.61 \$9,056.77 146.80  \$7,471.62

bracing supplies, Tree Guy Anchoring System, labor & disposal.	
TOTAL:	\$47,501.82
11. TRAFFIC STRIPPING	\$3,174.11
12. IRRIGATION	\$12,400.88
13. PERMIT FEE ALLOWANCE	\$38,000.00
TOTAL	\$658,212.01

Payment for materials and equipment authorized by the ENGINEER in a written Change Order but not listed in the above Bid will be provided at the suppliers invoice plus 10 %.

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

SUPERINTENDENT

PROJECT MANAGER

JOB FOREMAN

CARPENTER

LABORERS

SITE LAYOUT

MOT + TRAFFIC MAINTENANCE

PEDESTRIAN BARRICADES

SHORING SECURING STRUCTURES  
+ LANDSCAPING

FINAL GRADING + STONE PLACEMENT  
UNDER NEW DECKING

DEWATERING OF SITE

STRIPPING PARKING LOT

EXCAVATION

INSTALLATION OF MSC. EQUIPMENT

PROCURING OWNERS BRICK  
TO SITE + RETURN

ESTIMATED COST: \$263,284.80

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:

WASKINS PLUMBING  
Name  
2023 FLAGLER AVE, KEY WEST, FL, 33040  
Street City State Zip

Name BLUE ISLAND  
3255 FLAGLER AVE, KEY WEST, FL, 33040  
Street City State Zip

PAVER DAVE  
Name  
PO BOX 420774, SUMMERLAND FL, 33042  
Street City KEY State Zip

BELLA CONSTRUCTION OF KEY WEST, INC  
Name  
35 DIAMOND DR., KEY WEST, FL, 33040  
Street City State Zip

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:

ECOSCAPES  
Name  
1120 SEMINARY ST., KEY WEST, FL, 33040  
Street City State Zip

Name SHIFT CONSTRUCTION  
1107 KEY PLZ, KEY WEST, FL, 33040  
Street City State Zip

FLORIDA KEYS ELECTRIC, INC.  
Name  
5730 2<sup>ND</sup> AVE, KEY WEST, FL, 33040  
Street City State Zip

AFFORABLE ASPHALT  
Name  
94401 OVERSEAS HWY, TAVERNIER, FL, 33070  
Street STE 204 City State Zip

SURETY

IN SOURCE

whose address is

9500 S. PADELAND BLVD. , MIAMI , FL , 33156  
Street 4TH FLOOR City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

MINGO AND COMPANY, LLC

doing business at

5580 1ST AVE. , KEY WEST , FL , 33040  
Street City State Zip

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

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

DOMINGO CASTELLANOS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Sole Proprietor or Partnership

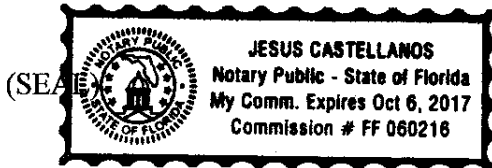
IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
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 25<sup>TH</sup> day of FEBRUARY 2015.



MINGO AND COMPANY, LLC  
Name of Corporation

By \_\_\_\_\_

Title OWNER

Attest [Signature]

Secretary



EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERS, construction costs, ENGINEERs, and references with phone numbers. Use additional sheets if necessary.)

SEE ATTACHED

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## EXPERIENCE OF BIDDER

### **West Marine Super Store @ Conch Harbor** 2/2013 - 8/2013 3.4 Million

Design/Build 15,000 sqft. building, parking, site drainage,  
Craig Hunt (owner Conch Harbor Retail) 305-923-9438  
Rick Milelli Meridian Engineering 305-481-0400

### **Southernmost Hotel Collection** 6/2012 – 10/2012 2.3 Million

Simonton Wing- 54 existing units turned into 37 units. Complete gut with structural changes, new balcony's & entrances and new interior package and parking lot pavers.  
Duval Wing gut interior and upgrade. Both building facades completely renovated.  
Stuart Kaufman (owner at time of project) 248-568-6643  
Rick Milelli Meridian Engineering 305-481-0400

### **Charlie Mac's Restaurant** 7/2012 – 9/2012 2 Million

Design/Build – Demolition of site and complete build back of restaurant and bar  
Pat Croce (owner) 610-812-7600  
Rick Milelli Meridian Engineering 305-481-0400

### **Burger Fi Restaurant** 6/2013 – 9/2013 \$560,000

Design/Build 130 year old residential structure converted into restaurant  
Sandra Karp (Director of Construction) 561-598-6428  
Rick Milelli Meridian Engineering 305-481-0400

### **Southernmost Hotel Collection** 6/2014 – 8/2014 \$520,000

Dewey Guesthouse- Renovated 8 high end guestrooms/bathrooms and commercial kitchen  
David Danieli (VP Asset Management LaSalle Hotel Properties) 301-941-1544  
Rick Milelli Meridian Engineering 305-481-0400

### **Southernmost Hotel Collection** 12/2014 – 12/2014 \$153,000

Beach Café (Property of Key West)- Electrical upgrade to site, all excavation, relocation and upgrade of transformers  
David Danieli (VP Asset Management LaSalle Hotel Properties) 301-941-1544  
Rick Milelli Meridian Engineering 305-481-0400

**FLORIDA BID BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

hereinafter called the PRINCIPAL, and \_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_

having its principal place of business at \_\_\_\_\_

\_\_\_\_\_ in the State of \_\_\_\_\_

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

\_\_\_\_\_ hereinafter called the OBLIGEE, in the sum of \_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_) 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 Cemetery Mausoleums, 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 Proposal and the detailed Specifications, entitled:

**KEY WEST HISTORIC SEAPORT COMMON AREA ENHANCEMENTS  
PROJECT PHASE I**

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 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PRINCIPAL

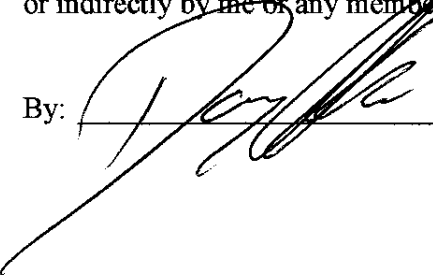
By \_\_\_\_\_

\_\_\_\_\_  
SURETY

By \_\_\_\_\_  
Attorney-In-Fact

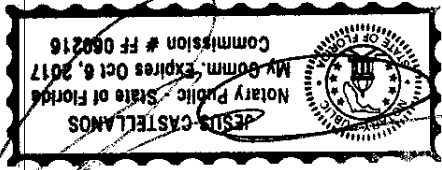
STATE OF FLORIDA )  
 ) : SS  
COUNTY OF MONROE )

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

By: 

Sworn and subscribed before me this 25<sup>TH</sup> day of FEBRUARY, 2015.

NOTARY PUBLIC, State of FLORIDA at Large



My Commission Expires: Oct 6 2017

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**ANTI-KICKBACK AFFIDAVIT**

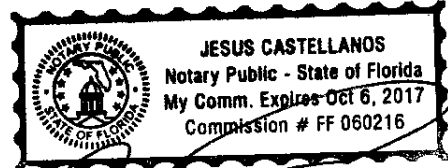
STATE OF FLORIDA )  
 : SS  
COUNTY OF MONROE )

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

By: \_\_\_\_\_

Sworn and subscribed before me this 25<sup>TH</sup> day of FEBRUARY, 2015.

NOTARY PUBLIC, State of FLORIDA at Large



My Commission Expires: October 6 2017

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

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

1. This sworn statement is submitted with Bid or Proposal for KEY WEST HISTORIC SEAPORT COMMON AREA ENHANCEMENT PROJECT PHASE I  
ITB # 15-004 CITY OF KEY WEST, FL

2. This sworn statement is submitted by MINGO AND COMPANY, LLC  
(name of entity submitting sworn statement)

whose business address is 5580 1ST AVE., KEY WEST, FL 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

20-4529951

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

3. My name is DOMINGO CASTELLANOS  
(please print name of individual signing)

and my relationship to the entity named above is OWNER

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).

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.)



[Signature]  
(signature)  
2/25/2015  
(date)

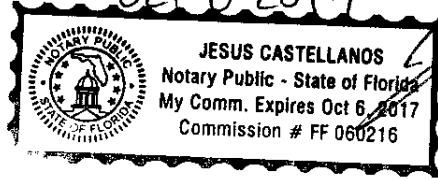
STATE OF FLORIDA

COUNTY OF MONROE

[Signature] PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
DOMINGO CASTELLANOS who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 25 day of February, 2015.

My commission expires: Oct 6 2017



[Signature]  
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: MINGO AND COMPANY, LLC

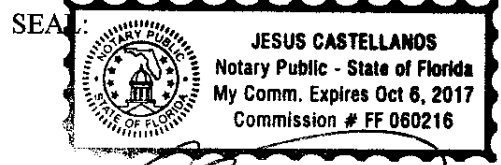
5580 1<sup>ST</sup> AVE., KEY WEST FL 33040  
Address

[Handwritten Signature]  
Signature

DOMINGO CASTELLANOS  
Print Name

OWNER  
Title

DATE: 2/25/2015



[Handwritten Signature]

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

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

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

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name MINGO AND COMPANY, LLC Phone: 305-293-0442

Current Local Address: 5580 1ST AVE Fax: 305-293-0443  
(P.O Box numbers may not be used to establish status)

Length of time at this address: 1.5 yrs.

  
Signature of Authorized Representative Date: 2/25/2015

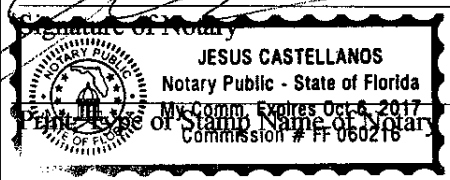
STATE OF FLORIDA COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 25 day of February, 2015.

By DOMINGO CASTELLANOS, of MINGO AND COMPANY, LLC  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification FL DL#C2341676371 as identification  
(Type of identification)

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

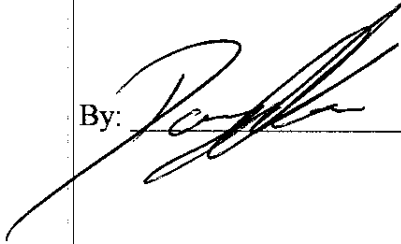


Title or Rank

**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 MINISO BAND COMPANY, LLC 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:  \_\_\_\_\_

Sworn and subscribed before me this

25 day of February, 2015.

Jesus Castellanos  
NOTARY PUBLIC, State of Florida at Large

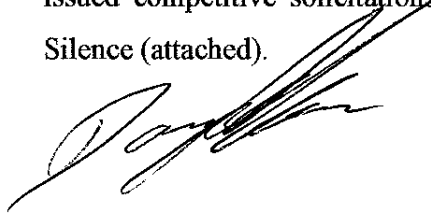
My Commission Expires: October 6 2017



**CONE OF SILENCE AFFIDAVIT**

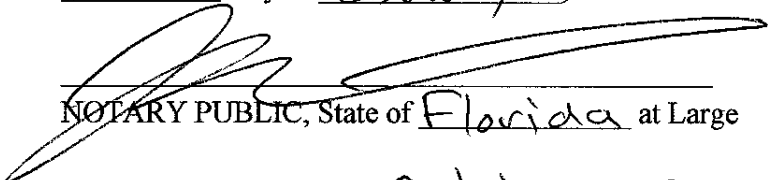
STATE OF FLORIDA )  
 : SS  
COUNTY OF MONROE )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of MINGO AND COMPANY, LLC 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 (attached).

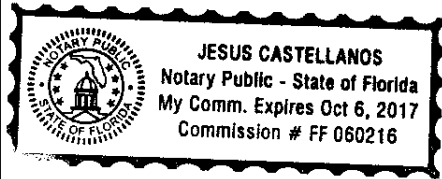


Sworn and subscribed before me this

25 Day of February, 2015.

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: October 06, 2017



## BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood.
2. All blank spaces in Proposal filled in, using black ink.
3. Total and unit prices added correctly and attached Schedule of Values
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Proposal.
6. Experience record included.
7. Proposal signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, 1 copy and 2 flash drives as stated in the invitation to bid.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.

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**PART 2**

**CONTRACT FORMS**

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**CONTRACT**

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015,  
by and between the Caroline Street and Bahama Village Community Redevelopment Agency  
(CRA), hereinafter called the "Owner", and \_\_\_\_\_

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his 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 #15-004 KEY WEST HISTORIC SEAPORT COMMON AREA ENHANCEMENTS PROJECT PHASE I, Key West, Florida to the extent of the Bid made by the Contractor, dated the day of \_\_\_\_\_ 2015, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the PROPOSAL, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS AND SCOPE OF WORK.

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 Proposal 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 ninety (90) 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.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

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 \$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 affect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 2015.

CITY OF KEY WEST

By \_\_\_\_\_

Title \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

\* \* \* \*