

BID FORM

To: City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: **DOCK REPAIR & PILING REPLACEMENT
KEY WEST HISTORIC SEAPORT**
Project No.: ITB #20-005

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

Company Name: Coral Construction Company
Contact Name & Telephone #: Chelsea Lyons 305-393-9690
Email Address: Coralconstruction@yahoo.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents, that he has personally inspected the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

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

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish

all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

Type of Insurance	Limits	Comments
Commercial General Liability	\$1,000,000	The proposers may have these coverages combined in 1 policy
Watercraft Liability	\$1,000,000	
Business Automobile Liability	\$1,000,000	
Workers' Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	
USL&H and Jones Act Coverage	\$1,000,000	

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within ninety (90) calendar days.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and 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 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.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

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

SALES AND USE TAXES

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

UNIT PRICE WORK 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 unit price amounts.

The Bidder agrees that the unit price represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

* * * * *

BID SCHEDULE

DOCK REPAIR & PILING REPLACEMENT KEY WEST HISTORIC SEAPORT

UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor (including installation), equipment, materials, disposal and contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

1. Mobilization, General/Supp Conditions and Demobilization

a. Mobilization	1	each	\$ <u>30,000</u>	
b. General/Supp. Conditions	1	each	\$ <u>24,450</u>	
c. Demobilization	1	each	\$ <u>20,000</u>	
1	LS	(10% of Construction Cost Max.)		\$ <u>74,450</u>

2. Payment and Performance Bonds

1	LS			\$ <u>30,000</u>
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3. Permit Fees (to be paid at cost)

1	LS			\$ <u>15,000.00</u>
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4. Epoxy Coated Steel Mooring Piles w/ cap, line holder and fender (includes all labor, equipment, disposal and material)

8	EA	Unit Price \$ <u>25,000</u>	TOTAL	\$ <u>200,000</u>
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5. 12" dia. x 35' Piles (includes all labor, equipment, disposal and material)

Dock Pile	58	EA	Unit Price \$ <u>6,000</u>	Sub-total \$ <u>348,000</u>
Fender/Mooring Pile	6	EA	Unit Price \$ <u>4,000</u>	Sub-total \$ <u>24,000</u>
			TOTAL	\$ <u>372,000</u>

6. Additional 12" dia. x 35' Piles (location TBD) (includes all labor, equipment, disposal and material)

Dock Pile	5	EA	Unit Price \$ <u>6,000</u>	Sub-total \$ <u>30,000</u>
Fender/Mooring Pile	5	EA	Unit Price \$ <u>4,000</u>	Sub-total \$ <u>20,000</u>
			TOTAL	\$ <u>50,000</u>

7. 3x8 Horizontal Timbers (includes all labor, equipment, disposal and material)

7'L	3	EA	Unit Price \$ <u>1,000</u>	Sub-total \$ <u>3,000</u>
8'L	1	EA	Unit Price \$ <u>1,000</u>	Sub-total \$ <u>1,000</u>
10'L	8	EA	Unit Price \$ <u>1,500</u>	Sub-total \$ <u>12,000</u>
11'L	2	EA	Unit Price \$ <u>1,500</u>	Sub-total \$ <u>3,000</u>
12'L	2	EA	Unit Price \$ <u>1,500</u>	Sub-total \$ <u>3,000</u>
15'L	5	EA	Unit Price \$ <u>2,000</u>	Sub-total \$ <u>10,000</u>
			TOTAL	\$ <u>32,000</u>

8. 3x8 Diagonal Timbers (includes all labor, equipment, disposal and material)

12'L	8	EA	Unit Price \$ <u>1,500</u>	TOTAL \$ <u>12,000</u>
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9. Timber Supports w/ hardware (includes all labor, equipment, disposal and material)

	3	EA	Unit Price \$ <u>1,000</u>	TOTAL \$ <u>3,000</u>
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10. 26" x 1/2" dia. SS All-Thread Hardware Assembly w/ 2x Nuts and Washers (includes all labor, equipment, disposal and material)

	550	EA	Unit Price \$ <u>20</u>	TOTAL \$ <u>11,000</u>
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11. 8" x 1/2" dia. SS Epoxy Anchor Bolts (includes all labor, equipment, disposal and material)

	22	EA	Unit Price \$ <u>200</u>	TOTAL \$ <u>4,400</u>
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12. Conical PVC/HDPE Pile Caps (includes all labor, equipment, disposal and material)

	10	EA	Unit Price \$ <u>25</u>	TOTAL \$ <u>250</u>
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13. Remove and Re-install Utility Pedestal (includes all labor, equipment and material)

2 EA Unit Price \$ 5,000 TOTAL \$ 10,000

14. Remove and Re-install Electrical Transformer (includes all labor, equipment and material)

1 EA Unit Price \$ 15,000 TOTAL \$ 15,000

15. General Allowance (only to be used with Owner's written approval)

1 LS \$ 35,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 15 \$ 864,100.00

Eight hundred sixty-four thousand Dollars & Ø Cents
(amount written in words) one hundred

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

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

All work to be done by Contractor

SUBCONTRACTORS

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

N/A

Portion of Work

Name

_____, _____, _____, _____
Street City State Zip

Electrical

Portion of Work

Florida Keys Electric

Name

5730 2nd Ave, Key West, FL, 33040
Street City State Zip

Portion of Work

Name

_____, _____, _____, _____
Street City State Zip

Portion of Work

Name

_____, _____, _____, _____
Street City State Zip

SURETY

_____ whose address is

Street City State Zip

Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Coral Construction
Company doing business
at
347 Aviation Blvd, Marathon, FL, 33050
Street City State Zip
Coralconstruction@yahoo.com
email address

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

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

Name	Title
<u>Chelsea Lyons</u>	<u>President, Treasurer</u>
<u>George Steinmetz</u>	<u>President</u>
<u>Evan Lyons</u>	<u>Vice President, Secretary</u>
_____	_____

If Sole Proprietor or Partnership

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

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 17th day of December 2019.

(SEAL)

Coral Construction Company
Name of Corporation

By Chaslye

Title President, Treasurer

Attest E. Dye
Secretary



December 18, 2019

Dock Repair & Piling Replacement - Key West Historic Seaport

Relevant Experience:

Coral Construction has been in operation for 50 years. We competitively bid and complete all jobs; from residential, commercial, plumbing, roofing, general and marine construction.

List of Similar Projects:

1. Description: Install 225 LF of PZ-27 sheet piles with concrete cap, remove 1,400 SF of concrete docks and build new 1,400 SF wood framing with composite decking dock, repair, remove, and replace 30 concrete piles and concrete bents from previous damage
Location: Boat House Marina - 12399 Overseas Highway, Marathon, FL 33050
Contract: \$1,800,000
Dates: February 2017 – August 2018
Owner: Michelle Koby- 305-849-1142
Engineer: Stirling & Wilbur Engineering Group – Brian Stirling – 941-929-1552
2. Description: Remove and replace 120 wood pilings, build new 5,000 sq. ft. wood dock marina, install 450 ln. ft. of seawall, enclose existing boat ramp
Location: Dolphin Marina – 28500 Overseas Hwy, Little Torch, FL
Contract: \$805,000
Dates: June 2018 - present
Owner: Dolphin Marina – Everett Atwell – 863-607-9496
Engineer: Glen Boe & Associates – Sean Kirwin – 305-743-9121
3. Description: Installed 500 LF of vinyl sheet piles, 3,000 SF of wood framing and decking for docks, 2,000 SF of 6” thick sidewalk, placed 200 LF of rip rap, repaired 15 spalled concrete piles
Location: Oceans Edge Marina – 5950 Peninsular Ave., Key West, FL 33040
Contract: \$2,000,000
Dates: October 2015 – December 2016
Owners contact: Brian Botsford – 305-872-4734
Engineer: Weiler Engineering – 941-505-1700

1362 107th Street Gulf ~ Marathon, FL 33050
Phone: (305) 394-0747 ~ E-mail: coralconstruction@yahoo.com
License: CBC 044320 Building
CFC 045270 Plumbing

****Bid Bond Attached****

To: Coral Construction Company
Attn: Chelsea Lyons

Date: 12/17/2019

Attached, please find the bid bond for the following:

Bid Date: 12/18/2019 **Estimated Bid Amt:** \$1,000,000
Owner: City of Key West
Project: Dock Repair & Piling Replacement – Key West Historic Seaport

*****NOTE, should your bid exceed the above estimate by 10% or greater, we must be notified. Please call Tracey C. Brown-Boone, 727-209-1803.***

In order to maintain accurate records to better serve you, we request your assistance in providing bid results once they become available.

PLEASE FAX RESULTS BACK TO 727-209-1335 or EMAIL:
tbrowns@nielsonbonds.com

Results:

Contractor Name	Bid Amount
Low Bidder _____	\$ _____
2 nd Bidder _____	\$ _____
3 rd Bidder _____	\$ _____
****If your bid exceeds the first three:	\$ _____

Thank you for your assistance & **GOOD LUCK!**

Sincerely,

Nielson, Wojtowicz, Neu

& Associates, Inc. - Tampa Bay

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Coral Construction Company
1362 107th Street Gulf
Marathon, FL 33050

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02118

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Key West
1300 White Street
Key West, FL 33040

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Dock Repair & Piling Replacement - Key West Historic Seaport

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 18th day of December, 2019

Coral Construction Company

(Principal)

(Seal)

(Witness)


(Witness) Tracey B. Brown-Bucke

By:

(Title)

The Ohio Casualty Insurance Company

(Surety)

By:

(Title) Kevin Wojtowicz

Attorney In Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No 2200905

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company, is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brett Rosenhaus, Tracey Boone-Brown, Laura D. Mosholder, John R. Neu, Daniel F. Oaks, Becky Stanton, Kevin Wojtowicz

all of the city of Saint Petersburg state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY

On this 12th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 26, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Companies this 18th day of December, 2019



By: Renee C. Llewellyn, Assistant Secretary

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 17th day of December 2019



NOTARY PUBLIC, State of Florida at Large


My Commission Expires: Dec 7, 2020

* * * * *

**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 Dock Repair & Piling Replacement Key West Historic Seaport
2. This sworn statement is submitted by Coral Construction Company
(name of entity submitting sworn statement)
whose business address is 347 Aviation Blvd, Marathon, FL 33050
and (if applicable) its Federal Employer Identification Number (FEIN) is 20-0434312

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is Chelsea Lyons
(please print name of individual signing)
and my relationship to the entity named above is President / Treasurer

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with 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.)

Cheryl
 (signature)
12/17/19
 (date)

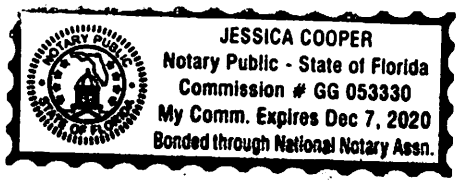
STATE OF Florida
 COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Chelsea Lyons who, after first being sworn by me, affixed his/her
 (name of individual signing)

signature in the space provided above on this 17th day of December, 2019

My commission expires: Dec, 7, 2020



Jessica Cooper
 NOTARY PUBLIC
 24

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Coral Construction Company SEAL:
Address 347 Aviation Blvd, Marathon, FL 33050
Ch S Lyons
Signature
Chelsea Lyons
Print Name
President / Treasurer
Title
DATE: 12/17/19

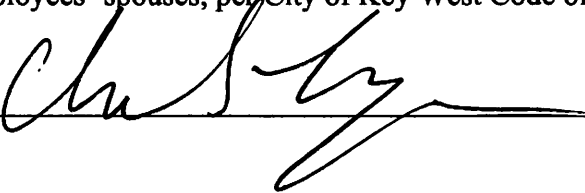
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

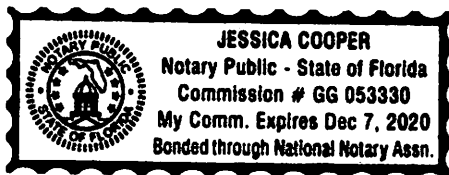
: SS

COUNTY OF Monroe)


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

By: 

Sworn and subscribed before me this 17th day of December 20 19



NOTARY PUBLIC, State of Florida at Large


My Commission Expires: Dec 7, 2020

* * * * *

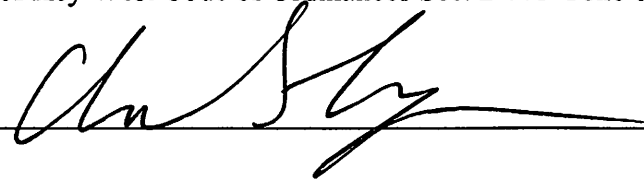
CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

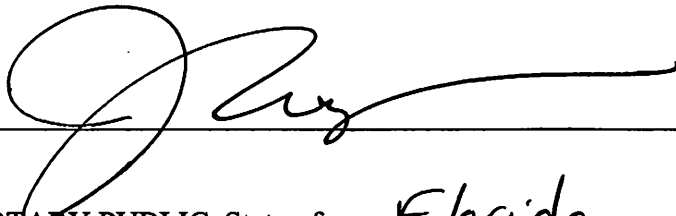
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Coral Construction Company have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: 

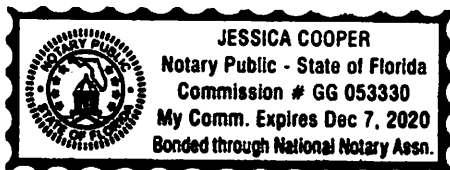
Sworn and subscribed before me this

17th day of December 2019.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Dec 7, 2020



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

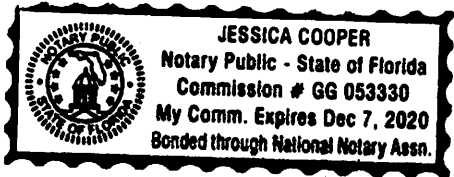
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection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

By: *Chris G*

Sworn and subscribed before me this
 17th day of December , 2019

 [Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Dec 7, 2020



**LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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 Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances 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

Phone:

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

Fax:

Length of time at this address

Chelsea Lyons
Signature of Authorized Representative

12/17/19
Date

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 17th day of December, 2019.
By Chelsea Lyons, of Coral Construction Company
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced Personally known as identification
(type of identification)

Jessica Cooper
Signature of Notary

Print, Type or Stamp Name of Notary

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

Title or Rank



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 Bid filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid 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 days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification; Non-Collusion Affidavit; Proof of Required Insurance

* * * * *



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**DOCK REPAIR & PILING REPLACEMENT
KEY WEST HISTORIC SEAPORT
ITB #20-005**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

GENERAL:

1. The Mandatory Pre-Bid Meeting is **cancelled**. All requests for information (RFI) must be submitted, in writing, no later than December 10, 2019.

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 acknowledgement or without this Addendum may be considered non-responsive.


Signature


Name of Business



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 2

**DOCK REPAIR & PILING REPLACEMENT
KEY WEST HISTORIC SEAPORT
ITB #20-005**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

QUESTIONS and CLARIFICATIONS:

1. What is the budget?

Owner's estimate is \$600,000

2. When coordinating with the dockmaster to remove boats, how much notice is needed for boat owners? How long can they be moved for?

Contractor should anticipate one week's notice for relocation. Duration to be determined by type of work to be performed

3. Where is the staging area?

Staging area located water side of Trumbo Road. Contractor should store as much material possible on barge.

4. Will/may sections of the dock be closed to pedestrians while working?

Key West Bight is a fully operational marina, maintaining dock access is imperative. Any temporary closures must be coordinated with Marina Staff. Overnight closures are not anticipated

5. Can we use electricity on the docks, or do we have self-sustained?

Contractor responsible for their own power

6. Are there only certain hours and days we can work? Can we work Saturday's & Sunday's?

City Noise Ordinance provides exceptions for construction noise. However, construction noise is limited to the hours 8:00am to 7:00pm Monday through Friday, and 9:00am to 5:00pm on Saturday. No work shall be performed on Christmas Day or New Year's Day

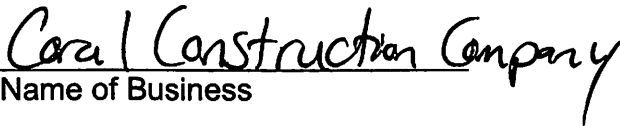
7. Please clarify the liquidated damages.

If the contractor fails to complete the work within the contracted time or extended contracted time, liquidated damages shall be imposed.

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. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature


Name of Business



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

STEINMETZ, ARNOLD GEORGE JR

CORAL CONSTRUCTION COMPANY
10803 6TH AVE GULF
MARATHON FL 33050

LICENSE NUMBER: CBC044320

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kelly White & Associates Insurance, LLC P.O. Box 350909 Jacksonville FL 32235	CONTACT NAME: HOUSE PHONE (A/C No. Ext): 804-880-8881 FAX (A/C No.): E-MAIL ADDRESS: kelly@kwhiteinsurance.com														
INSURED Coral Construction Company Po Box 500582 Marathon Shores FL 33050	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: United National Insurance</td> <td></td> </tr> <tr> <td>INSURER B: MAPFRE Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Nautilus Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: Wesco Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E: Tokio Marine Kih Syndicate 1800, WNC</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United National Insurance		INSURER B: MAPFRE Insurance Company		INSURER C: Nautilus Insurance Company		INSURER D: Wesco Insurance Company		INSURER E: Tokio Marine Kih Syndicate 1800, WNC		INSURER F:	
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INSURER E: Tokio Marine Kih Syndicate 1800, WNC															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: CORA1912031713446 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (IND) / WAIVED (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		CST0000371	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input checked="" type="checkbox"/> Protection & Indemnity					MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000	
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY		5204070001917	01/16/2019	01/16/2020	Scheduled Vessels \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$ 1,000,000	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$ 1,000,000	
						PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		AN059226	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR				AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WWC3391896	12/12/2019	12/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER USL&H 6006F	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Bulder's Risk- Pigeon Key Bridge Foreman's and Bridge Tender's		CSN0008003	11/12/2019	02/12/2020	Blanket \$345,000	

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

The insurance covered by this certificate shall not be canceled or materially altered, except after 30 days written notice has been received by the Owner.

CERTIFICATE HOLDER The City of Key West 1300 White Street Key West FL 33040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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