Notice to Bidder: Use Black Ink or Type For Completing the Form.

#### BID

To: The City of Key West Address: 3126 Flagler Ave, Key West, Florida 33040 MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH **Project Title:** PIERS Project: ITB #13-021 BIDDER'S INFORMATION Name: Address: Gari **Contact Name:** Email: Telephone: Fax: Signature:

#### 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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to

identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

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.

#### CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds will not be required as part of this contract.

#### CERTIFICATES OF INSURANCE

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

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within ninety (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 five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

#### ADDENDA

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.

#### **PUBLIC ENTITY CRIMES**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

#### **LUMP SUM BASE BID**

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment 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 amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. Final lump sum payments will be adjusted based on actual units and unit prices.

#### **BID FORM**

## ITB #13-021: MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS

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s <u>127, 725 ∞</u>	
Bid Total in Words	
one hundred twenty-seven thousand, seven hund	red
twenty-five and No/100	

#### **BID BREAKDOWN\***

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

\*FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF

1 1 1 1	, , , , , , , , , , , , , , , , , , ,		_
	RETAINAGE		\$0.00
_	(C-G) BALANCE TO FINISH		\$0.00
	(G/C) % COMPLETE		%0
NUMBER: DATE: IBER: G	(D+E+F) TOTAL COMPLETED AND STORED		\$0.00
APPLICATION NUMBER: APPLICATION DATE: PERIOD TO: G.C. JOB NUMBER: G.E.	MATERIALS PRESENTLY STORED NOT IN D OR E		\$0.00
ш	WORK COMPLETED THIS PERIOD		\$0.00
n for Payment) D	WORK COMPLETED FROM PREVIOUS APPLICATIONS		\$0.00
or's Application C	CED	\$2,500.00 \$32,000.00 \$4,200.00 \$4,500.00 \$15,100.00 \$33,500.00 \$4,000.00 \$7,000.00 \$7,000.00 \$7,000.00 \$7,000.00	\$127,725.00
SCHEDULE OF VALUES (for Subcontractor's Application for		Bond KECO Equipment Engineered Drawings Electrical Scope Pump Install, Stands, Material Discharge Piping Suction Piping SS Hangers, Straps, Fasteners Ramp Hoses - Labor Asphalt Excavation & Repair Roadway Boxes & Valves Permits General Conditions	TOTALS
SCHEDUL	COST		

State License # CFC1425735



**Gary Centonze** Master Plumber

#### **EXPERIENCE**

Banana Bay Resort - Marathon, FL Installation of a Marine Vacuum System Captain Larry - 305-743-3648

May, 2011

Beachcomber Marine - Marathon, FL Installation of a Marine Vacuum System Frank Smith - 305-743-4531

March, 2013

Key West Harbor Yacht Club - Stock Island, FL Maintain existing Marine Vacuum System Richard Horn - 305-292-3121

2011- Present

Stock Island Marina Village - Stock Island, FL Present Installation of a Marine Vacuum System Michael Giardullo, PE - Wieler Eng - 941-505-1700

#### **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:

Portion of Work: <u>Electrical</u>
Name: Nearshore Electric
Address: 5680 1st Ave; Ste 5; Key West, FL 33040
Portion of Work:
Name:
Address:
Portion of Work:
Name:
Address:
The name of the Bidder submitting this Bid is: Gary's Plumbing, Inc.  Doing business at 6409 2ND Terr; Ste 1
City Key West State FL Zip 33040
Telephone No. 305-296-6013
This address is where all communications concerning this Bid 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:
Bary Centonze President

### If Corporation

and its seal affixed by its duly authorized officers this 3	
(SEAL)	
Name of Corporation	
By: Gary Centonze	
Title: President	
Attest: Diffany Preice	
W Secretary	
If Sole Proprietor or Partnership	
IN WITNESS hereto the undersigned has set his/her/its hand 2013.	this 3 <sup>RD</sup> day of July
Signature of Bidder	
Title President	**************************************

#### FLORIDA BID BOND

BOND NO.	N	A			
	E 0.		7. N/ITT	חדם	
AMOUNT \$	つも	Ur	AMT.	סדח	

KNOW ALL MEN BY THESE PRESENTS, that	
GARY'S PLUMBING, INC.	_, hereinafter called the
PRINCIPAL, and WESTERN SURETY COMPANY	, a corporation duly
organized under the laws of the State of SO. DAKOTA having its prince 101 SO. PHILLIPS AVE., SIOUX FALLS the State of St	
authorized to do business in the State of Florida, as SURETY, are hereinafter called the Obligee, in the sum of FIVE PERCENT OF	
DOLLARS (\$ 5% ) for the payment for which	
heirs, executors, administrators, successors, and assigns, jointly and se	everally, finnly by these
presents	

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS said Bid, 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 labor, materials, (except those specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications entitled:

#### MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS

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 five (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 Owner for the performance of said Contract, within five (5) 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 five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE 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 scaled this 2nd day of, JULY	20_1,3
GARY'S PLUMBING, INC. PRINCIPAL	
Bygary Centonze, pres.	
WESTERN SURETY COMPANY SURETY	
Attorney-In-Fact & AGENT ARTHUR K. BRODER	

# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

#### Arthur Karl Broder, Michael P Broder, Individually

of Davie, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 21st day of February, 2012.



WESTERN SURETY COMPANY

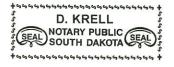
Paul & Bruflat Senior Vice Presiden

State of South Dakota County of Minnehaha } s

On this 21st day of February, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE



WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary

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

#### PROJECT ITB #13-021: MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS

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

1.	This sworn statement is submitted with Bid, Bid or Contract No. ITB NO: 13-021 for Marine sanitation sewer system - Wahoo + Kingfish Pier
2.	This sworn statement is submitted by Gary's Plumbing, Inc. (Name of entity submitting sworn statement)
	whose business address is 6409 2 ND Terr; Suite 1; Key West, FL 33040 and (if applicable) its Federal
	Employer Identification Number (FEIN) is
	include the Social Security Number of the individual signing this sworn statement.)
3.	My name is Centon ze and my relationship to (Please print name of individual signing)
	the entity named above is

- 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 entity 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(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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 t 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 a 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.
	The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has 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. Them has been a subsequent proceeding before a hearing officer of the Sate 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) July 3, 2013 (Date)
STAT	re of Florida
	NTY OF MONROE
PERS	SONALLY APPEARED BEFORE ME, the undersigned authority,
	(Name of individual signing) who, after first being sworn by me, affixed his/her signature in the
space	provided above on this 34 day of July , 2013.
Мус	ommission expires:
	TIFFANY PIERCE Commission # EE 175874 Expires June 23, 2016 Bonded Thru Troy Fain Insurance 800-385-7019

#### **ANTI-KICKBACK AFFIDAVIT**

PROJECT ITB #13-021: MARINE S KINGFISH PIERS	SANITATION SEWER SYSTEM- WAHOO AND			
STATE OF Florida  COUNTY OF Monroe	) : SS )			
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.				
	By: Augles			
Sworn and subscribed before me thi	s			
day of July  Jeffau Luc  NOTARY PUBLIC, State of Fin				

#### 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 "indemnities") 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 indemnities 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.

	EAL
6409 20 Terr #1; Key West, FL 33040 Address ()	
ay los	
Gary Centonze	
Print Name Pusiden +	
Title	
July 3, 2013  Date	

## 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 Go	ery's Plumbing. Inc.	Phone:	305-296-6013
Current Local Addres (P.O Box numbers m	ss: 6409 200 Tell; Stc. 1 ay not be used to establish	-; Key West, Fax: status) FL 33040	305 - 292-4478
Length of time at this Signature of Authorization	address 18 years		July 13, 2013
STATE OF FIOR COUNTY OF M	ida nace		Date
The foregoing instruction By Gary Ce.  (Name of officer or a or has produced	ment was acknowledged be htonce i President gent, title of officer or agen	nt) Name of cor	poration acknowledging)
- —	pe of identification)	Diff Signalure	any Piece
Return Completed for Supporting document City of Key West Pu	ts to: rchasing	Print Type or S FANY PIERCE nmission # EE 175874 ires June 23, 2016 d Thru Troy Fain Insurance 800-385-70[a] Te or	Stamp Name of Notary  Rank

#### EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT



#### City Ordinance Sec. 2-799

#### Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

- (a) Definitions. For purposes of this section only, the following definitions shall apply:
  - (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
  - (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
  - (3) Cash equivalent means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
- c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
- (5) Contractor means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
- (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
- (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to

employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) Equal benefits mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.
- (b) Equal benefits requirements.
  - (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
  - (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
  - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
  - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
  - (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
  - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
  - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with

the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
  - (1) The failure to comply may be deemed to be a material breach of the covered contract; or
  - (2) The city may terminate the covered contract; or
  - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
  - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
  - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any nonprofit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Contractors' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

- a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
  - a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

# PART 2 CONTRACT FORMS



Date

Company Gaey's Plumbing, Inc. Attention: Gaey Centonze Address 6409 200 Terr #1 City, State, Zip Key West, FL 33040

Project: MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS: ITB No: 13-021

Dear:

Enclosed please find two (2) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and two copies are acceptable.

A copy of your City of Key West Business Tax Receipt must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3792.

Sincerely,

Doug Bradshaw Senior Project Manager

#### NOTICE TO PROCEED

Date
Company Gary's Plumbing. Inc. Attention: Gary Centonze Address 6409 20 Terri Suite 1 City, State, Zip Key West, FL 33040
Project: MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS: ITB NO: 13-021
You are hereby notified to commence work on, 20_ in accordance with the
Contract made with the City of Key West on the day of 20 The
work shall be completed within one hundred twenty days (120) from the above date.
Sincerely,
Doug Bradshaw Senior Project Manager  Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the day of, 20
CONTRACTOR: Gary's Plumbing, Inc.
Title: President Date: July 3º, 2013
Please return one (1) copy of this notice to:
Doug Bradshaw, Sr Project Manager City of Key West-Engineering 3140 Flagler Ave Key West, FL 33040

#### **SAMPLE CONTRACT**

This Contract, made and entered into this day of 20, by and between the CITY OF KEY WEST, hereinafter called the "Owner", and Gracy's Plumbing 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 the PROJECT ITB #13-021: MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS, to the extent of the BID made by the Contractor, dated this day of 20, all in full compliance with the Contract Documents referred to herein:
BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.
In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the LUMP SUM BID amount in the Bid as adjusted in

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

The Contractor agrees to complete the work within the time specified in the Contract, and to accept as full payment hereunder the amounts 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 a two (2) year warranty period after the date of final acceptance of the work by the Owner, and further agrees to

indemnify and hold harmless the Owner from any costs encountered in remedying such defects.

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within ninety (90) calendar days after the date of the Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of five hundred dollars (\$500.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

	•	hereto, each herewith subscribe the	same, this
a	ay of20		
Attest:		Ву:	
Cheryl Smith	n, City Clerk	Bogdan Vitas, Jr., City N	Ianager
Contractor:	Gaegis Plumbing, In	C. Witness: Liffany Pie	eice
Ву:	aus	Print Name: Tiffany Pier	RCL
Print Name:	Gary Centonze		
Title:	President		

Client#: 66814 GARPL

#### ACORD...

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/02/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Jenny Campbell PHONE (A/C, No, Ext): 239 261-5162 [FAX (A/C, No): 239 213-7711 E-MAIL (AJC, No, Ext): jcampbell@gulfshoreinsurance.com											
Gulfshore Insurance - Naples												
4100 Goodlette Road North												
Naples, FL 34103 -3303	INSURER(S) AFFORDING COVERAGE	NAIC#										
239 261-3646	INSURER A: Amerisure Insurance Company											
INSURED	INSURER B:											
Gary's Plumbing Inc 6409 2nd Terrace, Suite 1 Key West, FL 33040	INSURER C: INSURER D: INSURER E:											
							INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

EXCEDITION AND CONDITIONS OF COST FOLICIES. EMITTO CHOWN MAY FIXE BEEN REDUCED BY FAIR COMMING.								
NSR TYPE OF INSURANCE		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
GENERAL LIABILITY		CPP20708540301	07/13/2012	07/13/2013	EACH OCCURRENCE	s1,000,000		
X COMMERCIAL GENERAL LIABILITY	. [				DAMAGE TO RENTED PREMISES (Ea occurrence)	s300,000		
CLAIMS-MADE X OCCUR					MED EXP (Any one person)	s10,000		
					PERSONAL & ADV INJURY	s1,000,000		
					GENERAL AGGREGATE	\$2,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$2,000,000 \$		
AUTOMOBILE LIABILITY		CA20708490201	07/13/2012	07/13/2013	COMBINED SINGLE LIMIT (Ea accident)	<sub>s</sub> 1,000,000		
X ANY AUTO					BODILY INJURY (Per person)	\$		
ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	S		
▼ NON-OWNED					PROPERTY DAMAGE (Per accident)	\$		
						\$		
X UMBRELLA LIAB X OCCUR		CU20708560201	07/13/2012	07/13/2013	EACH OCCURRENCE	s2,000,000		
EXCESS LIAB CLAIMS-MADE	]				AGGREGATE	s2,000,000		
DED X RETENTION \$0						\$		
WORKERS COMPENSATION					WC STATU- OTH- TORY LIMITS ER			
	N/A				E.L. EACH ACCIDENT	\$		
(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	s		
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s		
A Leased/Rented		CPP2070854030012	07/13/2012	07/13/2013	\$50,000 Limit			
					\$1,000 Deductible			
	TYPE OF INSURANCE  GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO- POLICY X JECT LOC  AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS  X HIRED AUTOS X NON-OWNED AUTOS  X HIRED AUTOS X OCCUR  EXCESS LIAB CLAIMS-MADE  DED X RETENTION SO  WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	TYPE OF INSURANCE  GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO- JECT LOC  AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS  X HIRED AUTOS X NON-OWNED AUTOS  X HIRED AUTOS X OCCUR EXCESS LIAB CLAIMS-MADE  DED X RETENTION \$0  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	TYPE OF INSURANCE  GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO- POLICY X JECT LOC  AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS  X HIRED AUTOS X NON-OWNED AUTOS  X HIRED AUTOS X OCCUR  EXCESS LIAB CLAIMS-MADE  DED X RETENTION SO  WORKERS COMPENSATION AND EMPLOYER'S LIABILITY  ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  ((Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	TYPE OF INSURANCE  ADDL SUBR   POLICY NUMBER   POLICY EFF   (MM/DD/YYYY)  GENERAL LIABILITY   CPP20708540301   07/13/2012  X COMMERCIAL GENERAL LIABILITY   CLAIMS-MADE   X OCCUR    GEN'L AGGREGATE LIMIT APPLIES PER: POLICY   PRO-	TYPE OF INSURANCE   ADDL SUBR   POLICY NUMBER   CMM/IDD/YYYY)   RMM/IDD/YYYY)   GENERAL LIABILITY   CPP20708540301   07/13/2012   07/13/2013	TYPE OF INSURANCE  ADDILSUBR POLICY NUMBER POLICY SEP (MM/DDIYYPY) (MM/DIXTY (MM/DDIYYPY) (MM/DDIYYPY) (MM/DDIYYPY) (MM/DDIYYPY) (MM/DDIYPY) (MM/DDIYYPY) (MM/DDIYYPY) (MM/DDIYPY) (MM/DDIYYPY) (MM/DDIYYPY) (MM/DDIYPY) (GM/DDIYPY) (MM/DDIYPY) (MM/DDIYPY) (GM/DDIYPY)		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is Named as Additional Insured on a primary basis as respects to General Liability Only as needed by contract, per form CG 70480304. Waiver of Subrogation in favor of certificate holder in regard to General Liability per form CG 70490905.

CERTIFICATE HOLDER	CANCELLATION
City of Key West PO Box 1409 Key West, FL 33041-1409	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
1	- bused

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1 of 1

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

All of the terms, provisions, exclusions, and limitations of the coverage form apply except as specifically stated below.

**SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization, called an additional insured in this endorsement:

- Whom you are required to add as an additional insured on this policy under a written contract or agreement relating to your business; or
- Who is named as an additional insured under this policy on a certificate of insurance.

However, the written contract, agreement or certificate of insurance-must require additional insured status for a time period during the term of this policy and be executed prior to the "bodily injury", "property damage", "personal injury", or "advertising injury" giving rise to a claim under this policy.

If, however, "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.

- 3. If the additional insured is:
  - (a) An individual, their spouse is also an additional insured.
  - (b) A partnership or joint venture, members, partners, and their spouses are also additional insureds.
  - (c) A limited liability company, members and managers are also additional insureds.
  - (d) An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
  - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

The insurance provided to the additional insured is limited as follows:

- That person or organization is only an additional insured with respect to liability arising out of:
  - (a) Premises you own, rent, lease, or occupy, or
  - (b) Your ongoing operations performed for that additional insured, unless the written contract or agreement or the certificate of insurance requires "your work" coverage (or wording to the same effect) in which case the coverage provided shall extend to "your work" for that additional insured.

Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or agreement.

Ongoing operations, as respects this provision, does not apply to "bodily injury" or "property damage" occurring after:

(1) All work including materials, parts or equipment furnished in connection with such work on the project (other then service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 2. The limits of insurance applicable to the additional insured are the least of those specified in the written contract or agreement, or in the certificate of insurance or in the Declarations for this policy. If you also carry an Umbrella policy, and the written contract or agreement or certificate of insurance requires that the additional insured status also apply to such Umbrella policy, the limits of insurance applicable to the additional insured under this policy shall be those specified in the Declarations of this policy. The limits of insurance applicable to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- 3. The additional insured status provided by this endorsement does not extend beyond the expiration or termination of a premises lease or rental agreement nor beyond the term of this policy.
- 4. Any person or organization who is an insured under the terms of this endorsement and who is also an insured under the terms of the GENERAL LIABILITY EXTENSION ENDORSEMENT, if attached to this policy, shall have the benefit of the terms of this endorsement if the terms of this endorsement are broader.
- 5. If a written contract or agreement or a certificate of insurance as outlined above requires that additional insured status be provided by the use of CG 20 10 11 85, then the terms of that endorsement, which are shown below, are incorporated into this endorsement as respects such additional insured, to the extent that such terms do not restrict coverage otherwise provided by this endorsement:

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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CG 20 10 11 85

The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including but not limited to:

- The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and
- 2. Supervisory, inspection, or engineering services.

Any coverage provided in this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary; excess; contingent, or on any other basis unless the written contract, agreement, or certificate of insurance requires that this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.

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#### CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under SECTION 1 - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph 2. EXCLUSIONS, provisions 1. through 7. of this endorsement amend the policy as follows:

#### 1. LIQUOR LIABILITY

Exclusion c. Liquor Liability is deleted.

#### 2. POLLUTION - HEATING AND AIR CONDITIONING EQUIPMENT

Exclusion **f. Pollution** or any additional pollution exclusion attached to this Coverage Form shall not apply to "Bodily injury" if sustained within a building that is or was at any time owned or occupied by or rented or loaned to any insured and caused by smoke, fumes, vapor or soot from equipment used to heat or cool the building.

#### NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion g. Aircraft, Auto or Watercraft, paragraph (2) is deleted and replaced with the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;

Exclusion g. Aircraft, Auto or Watercraft, paragraph (6) is added as follows:

- (6) An aircraft that you do not own that is:
  - (a) Hired;
  - (b) Rented; or
  - (c) Loaned to you;

with paid crew for a period of five (5) consecutive days or less.

Paragraph (6) does not apply if the insured has any other insurance for "bodily injury or "property damage" liability for such aircraft, whether such other insurance is primary, excess, contingent or on any other basis.

#### 4. PREMISES ALIENATED

- A. Exclusion j. Damage to Property, paragraph (2) is deleted.
- B. The following paragraph is also deleted from Exclusion j. Damage to Property:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you

#### 5. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS

- A. Exclusion j. Damage to Property, paragraphs (3), (4), and (6) do not apply to the use of elevators.
- B. Exclusion k. Damage to Your Product does not apply to:
  - 1. The use of elevators; or
  - 2. Liability assumed under a sidetrack agreement.

#### 6. PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT

- A. Exclusion **j. Damage to Property**, paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- **B.** With respect to any one borrowed equipment item, provision **6.A.** above does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

#### 7. PRODUCT RECALL EXPENSE

- **A.** Exclusion **n.** Recall Of Products, Work Or Impaired Property does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:
  - 1. Failure of any products to accomplish their intended purpose:
  - 2. Breach of warranties of fitness, quality, durability or performance;
  - 3. Loss of customer approval or any cost incurred to regain customer approval;
  - Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;
  - 5. Caprice or whim of the insured;
  - 6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance:
  - Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials:
  - **8.** Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.
- B. Under SECTION III LIMITS OF INSURANCE, paragraph 3. is replaced in its entirety as follows and paragraph 8. is added:
  - 3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and
    - b. "Product recall expenses".
  - **8.** Subject to paragraph **5.** above, \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

The insurance afforded by provisions 1. through 7. of this endorsement is excess over any valid and collectible insurance (including any deductible) available to the insured whether primary, excess or contingent, and **SECTION IV.**, paragraph **4. Other Insurance** is changed accordingly.

#### 8. CONTRACTUAL LIABILITY - PERSONAL AND ADVERTISING INJURY

Under SECTION 1 - COVERAGE B., paragraph 2. Exclusions, paragraph e. Contractual Liability is deleted.

#### 9. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, paragraphs 1.b. and 1.d. are deleted and replaced with the following:

- **b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### 10. BROADENED WHO IS AN INSURED

SECTION II - WHO IS AN INSURED is deleted and replaced with the following:

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1) (a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision 11. of this endorsement.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by:
      - **(b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.

- **d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e. Your subsidiaries if:
  - (1) They are legally incorporated entities; and
  - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. Any person or organization other than an architect, engineer, or surveyor, which requires in a "work contract" that such person or organization be made an insured under this policy. However, such person or organization shall be an insured only with respect to covered "bodily injury," "property damage," and "personal and advertising injury" that results from "your work" under that "work contract." The coverage afforded to such people or organization will continue only for a period of thirty (30) days after the effective date of the applicable "work contract" or, until the end of the policy term, whichever is earlier. However, if you report to us within the 30-day period stated above the name of the person or organization, as well as the nature of the "work contract" involved, the coverage afforded under this Coverage Form to such people or organization shall continue until the expiration of this policy. This paragraph f. does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.
- g. Any person or organization to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the maintenance or use of that part of any premises leased to you, including common or public areas about such premises if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- h. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- I. Any person or organization who is the lessor of equipment leased to you to whom you are obligated by virtue of a written contact to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use by you of such equipment.
  - However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.
- j. Any architect, engineer, or surveyor engaged by you but only with respect to liability arising out of your premises or "your work."
  - However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specification; or
  - (2) Supervisory, inspection, or engineering services.

- This paragraph j. does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.
- k. Any manager, owner, lessor, mortgagee, assignee or receiver of premises, including land leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises or land leased to you.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy that premises, or cease to lease the land; or
- (2) Structural alteration, new construction or demolition operations performed by or on behalf of that person or organization.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded until the end of the policy period.
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
  - **c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - **d.** Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- 4. Any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, is an insured but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- **a.** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to
  make or normally undertakes to make in the usual course of business, in connection with the
  distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- **g.** "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
  - This insurance does not apply to any insured person or organization from which you have acquired "your products", or any ingredient, part of container, entering into, accompanying or containing "your products".
  - No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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#### 11. INCIDENTAL MALPRACTICE LIABILITY

As respects provision 10., SECTION II - WHO IS AN INSURED, paragraph 2.a.(1)(d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under SECTION III - LIMITS OF INSURANCE, provisions 12. and 13. of this endorsement amend the policy as follows:

#### 12. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

#### 13. INCREASED MEDICAL PAYMENTS LIMIT AND REPORTING PERIOD

- A. The requirement under **SECTION I COVERAGE C MEDICAL PAYMENTS** that expenses be incurred and reported to us within one year of the date of the accident is changed to three years.
- B. SECTION III LIMITS OF INSURANCE, paragraph 7., the Medical Expense Limit, is subject to all of the terms of SECTION III LIMITS OF INSURANCE and is the greater of:
  - 1. \$10,000; or
  - 2. The amount shown in the Declarations for Medical Expense Limit.
- C. This provision 13. does not apply if COVERAGE C MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Form or by endorsement.

#### 14. LEGAL LIABILITY (SPECIFIC PERILS)

- A. The word fire is changed to "specific perils" where it appears in:
  - The last paragraph of SECTION I COVERAGE A, paragraph 2. Exclusions;
  - 2. SECTION IV, paragraph 4.b. Excess Insurance.
- **B.** The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."
- C. The Damage To Premises Rented To You Limit described in **SECTION III LIMITS OF INSURANCE**, paragraph **6.**, is replaced by a new limit, which is the greater of:
  - 1. \$300,000; or
  - 2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.
- D. This provision 14. does not apply if the Damage To Premises Rented To You Liability of SECTION I COVERAGE A is excluded either by the provisions of the Coverage Form or by endorsement.

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, provisions 15. through 17. of this endorsement amend the policy as follows:

#### 15. KNOWLEDGE OF OCCURRENCE

Under 2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit, paragraph a. is deleted and replaced and paragraphs e. and f. are added as follows:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place:
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
  - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall:
  - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

#### 16. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph 6. Representations is deleted and replaced with the following:

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete:
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- **d.** This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this coverage part if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by the Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

#### 17. BLANKET WAIVER OF SUBROGATION

Paragraph 8. Transfer of Rights Of Recovery Against Others To Us is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

#### 18. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Paragraph 2. b. of **A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 9. When We Do Not Renew is deleted and replaced with the following:

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### 19. MOBILE EQUIPMENT REDEFINED

Under SECTION V - DEFINITIONS, paragraph 12. "Mobile equipment", paragraph f. (1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

#### 20. LIMITED ELECTRONIC DATA LIABILITY

- A. The following paragraph is added to SECTION III LIMITS OF INSURANCE:
  - Subject to **5**. above, the most we will pay under **Coverage A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$25,000.
- B. For this provision 20. only, **SECTION V DEFINITIONS**, paragraph 17. "Property Damage" is replaced by the following:
  - 17. "Property damage" means:
    - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
    - **b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
    - c. Loss of "electronic data". Loss of "electronic data" means loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate such "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

#### 21. DEFINITIONS

1. SECTION V - DEFINITIONS, paragraph 4. "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. **SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media used with electronically controlled equipment.

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- **a.** Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- **d.** Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e. Rental of necessary additional warehouse or storage space;
- f. Packaging of or transportation or shipping of defective products to the location you designate; and

- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:
  - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
  - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

"Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

"Work contract" means a written agreement between you and one or more parties for work to be performed by you or on your behalf.

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DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE 7/3/2013							2013		
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 A	DDITI	ONAL	INSURED, the policy(ies) m	nust be e	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				CONTAC NAME:	MICHAE	L C GEE			
MICHAEL GEE, INC. 7353 INTERNATIONAL PLAC	E #	201		PHONE (A/C, No, E-MAIL	Ext): (941)	907-09		941)	907-0916
SARASOTA, FL 34240	E #	301	•	E-MAIL ADDRESS: gee.ins@verizon.net					
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AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ANYAUTO							BODILY INJURY (Per person)	\$	
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## CITY OF KHY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt Holder must meet all City zoning and use provisions. P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name

GARY'S PLUMBING, INC.

CtlNbr:0001216

Location Addr

6409 2ND TERR STOCK ISLAND

Lic NBR/Class

13-00001230 CONTRACTOR - CERT PLUMBING

Issue Date:

September 21, 2012 Expiration Date: September 30, 2013

License Fee

\$309.75

Add. Charges

\$0.00

Penalty

\$0.00

Total

\$309.75

Comments:

This document must be prominently displayed.

GARY'S PLUMBING, INC.

GARY'S PLUMBING, INC. 6409 2ND TERRACE #1

KEY WEST FL 33040

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AC# 6168418

#### STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ#L12062000895

DATE BATCH NUMBER LICENSE NBR 06/20/2012 110426918 CFC1425735

The PLUMBING CONTRACTOR Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2014

CENTONZE, GARY GARY'S PLUMBING INC 6409 2ND TERRACE UNIT#1 KEY WEST

FL 33040

RICK SCOTT GOVERNOR

KEN LAWSON SECRETARY

DISPLAY AS REQUIRED BY LAW