

THE CITY OF KEY WEST

Post Office Box 1409 Key West. FL 33041-1409 (305) 809-3700

To:

Bogdan Vitas, City Manager

From:

Janet Muccino, Project Manager

Date:

12/18/13

Reference:

Declaration of Emergency Procurement in Excess of \$20,000 to

Fund Mold Remediation Services for remediation at the KWPD

City Code Section 2-797 (2) authorizes the City Manager to make emergency procurement of commodities or contractual services where the cost exceeds \$20,000 when there exists a clear and present threat to public health, property, safety, or other substantial loss to the City, including cases where a natural disaster has occurred, is occurring, or is imminently threatening.

Due to poorly installed windows at the KWPD building, leaking has been a constant problem since it was constructed in 2002. The leaking from the windows has caused mold to grow in the offices posing a health risk to those who work there. The City has awarded a contract to E.L.C.I. Construction Group for window replacement at the KWPD; however, before replacement can begin the mold situation must be remediated. A funding source has not yet been identified for this project.

Staff has secured a mold report and as a result an emergency procurement proposal was sent to three remediation firms:

Consolidated Environmental Engineering (CCE)

\$78,400

AFR Environmental Corps

\$80,150

EE&G

ORANDU

\$364,088

Staff recommends contracting with CCE in the amount of \$78,400

This emergency procurement will be ratified by the City Commission at the next

Approved by Bogdan Vitas,

City Manager

Date

CITY OF KEY WEST PURCHASING ORDINANCE EXCEPTION RECORD

DEPARTMENT: ENGINES RING
ITEM: Nold Remediation of EWID
REQUISITION:
cost $ $
VENDOR: Consolidated Environmental Engineering
JUSTIFICATION FOR NOT OBTAINING REQUIRED NUMBER OF BIDS OR PURCHASING WITHOUT AUTHORITY:
Sec 2-797 (2) States that the City Manager
may make energy procurement at
commodities or contractual Services
wherethe cost excepts \$20,000 when there
is a clear present threat to public health
property, welfare, Safety or other substantial loss to
The City.
AUTHORIZATION: DEPARTMENT: DATE: 12-18-13
FINANCE: FOI FINANCE: 18.18.18
CITY MANAGER: DATE: 12/19/13
DISPOSITION:
MANAGEMENT & FINANCE APPROVAL up to \$1,000.00 [This form not needed. Can be processed in the HTE- PI approval process
☐ CITY MANAGER APPROVAL up to \$20,000.00
CITY COMMISSION APPROVAL RESOLUTION: DATE:



To:

The City of Key West

Address:

3140 Flagler Ave, Key West, Florida 33040

Project Title:

MOLD REMEDIATION AT THE KEY WEST POLICE STATION

BIDDER'S INFORMATION

Name:	ConsoLIDATED Environmental Engineering, LLC
Address:	main- 3135 SKyway Circle Melbourne, 71.32934
	Consolidated Environmental Engineering, LC main- 3135 SKyway Circle Wielbourne, 71.32934 Keywet- 1403 Laird Street Leywes, 71.33040
	7

Email: Ceeinca bellsouth. net

Telephone: 321-242-7/00

Fax: 321-242-0071

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 PROJECT SITE, 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, and that this Bid is made according to the provisions and under the terms of the Contract.

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

CONTRACT EXECUTION

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..

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 ten (10) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the Bid, in all respects, for this particular project, within thirty (30) 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 two hundred fifty dollars (\$250) 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.

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 consultant 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."

UNIT PRICE ITEMS

The Bidder further proposes to accept as full payment for the materials supplied herein the amounts computed under the provisions of the Contract and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of materials supplied, including all allowances for overhead and profit for each type of sign 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.

BID FORM

BID BREAKDOWN

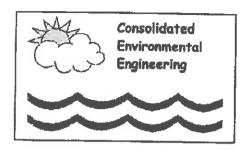
The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price 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.

The Schedule of Values (unit prices) shall include at a minimum of the following:

Item #	Description*	Qty	Units	Unit Price	Total
1	Mobilization/Demobilization	1	each	pe	Ø
2	Removal of moldy drywall around windows with containment	3500	Sq. ft.	10,00	35000
3	Sanitize/Seal behind removed drywall	3500	Sq. ft.	1,00	35,000° 3,500°
4	Removal flooring, clean surface, and seal	7200	Sq. Ft	3.50	25000
5	Removal/replacement of furniture	42	Per Room	150,0	6,300
6	Sanitize and seal ceiling tile	10,000	Sq. ft.	0.32	3,200°
7	Room Cleaning/Sanitization	42	Per Room	100,00	4.2000
8	Removal of drop ceiling track. Reinstall in affected area above window	200	lf	5,00	1,000°
9	Contingency	1	each	TBD	TBD
				TOTAL	18,200

^{*}AS PER IICRC S520 STANDARD AND REFERENCE GUIDE FOR PROFESSIONAL MOLD REMEDIATION OR EQUIVALENT

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



Biologist-Chemists-Engineers-Remediation Contractors

Corporate Office: 3135 Skyway Circle, Melbourne, FL 32934 Phone: (321) 242-7100

Fax: (321) 242-0071
e-mail: ceeinc@bellsouth.net
web page: http://ceefl.com
Certified Building Contractor License

Number - CBC 1258704

Offices in: Central Florida and Florida Keys

Bid Form Addendum

- 1. Mobilization/Demobilization: Client to provide two parking spots, to be determined by contractor, for waste dumpster staging.
- 2. Removal of drywall: Includes dumpster and dumping fees, permitting (fees and application submittal) and Post Remediation Report.
- 3. Sanitization/Seal behind removed drywall: Includes the spray application of an IAQ material like Fosters 2040 or IAQ 6000.
- 4. Removal flooring, clean surface, and seal: "clean surface" is defined as biology (mold) free. Residual mastic/adhesive may be present on floor after remediation. "Seal" (sealant) will be a water based product such as a "soot-set" or Thompsons Water Sealant.
- 5. Remove/Replace furniture: Client to remove all personal effects, and label and disconnect electronics. Client to reconnect electronics. This quotation does not include 2nd floor Command Center per conversation during walk-through.
- 6. Sanitize and seal ceiling tiles: Includes HEPA vacuum and sealing of tiles with an aerosolized "soot-set".
- 7. Room Cleaning/Sanitizing: Includes HEPA vacuum, removal of all visual discolored biological (mold) growth.
- 8. Removal/reinstall of drop ceiling track: Track will be cut with a small saw leaving a slight imperfection in/around the cut area. Best efforts will be made to match the ends together when reinstalling.

Bid Form Addendum-continued

Other Notes of Interest:

- 1. Contractor would like 24/7 access to work area to meet client schedule for remediation and reconstruction.
- 2. Client is responsible for informing employees of health hazards of entering the remediation area and maintaining a buffer between the remediation area and other areas of the facility. No City employee should be allowed in the area where the remediation is occurring.
- 3. Client should be aware that it may take 1-6 weeks to secure a demolition permit. The timeframe for work to commence is requested to be up to 5 days after permit receipt for mobilization and to initiate work activities.
- 4. Unless other wise specified, visual determinations for "biology (mold) free" will be the method for acceptance of a clean surface.

Basic Schedule - Proposed:

- 1. Removal of 1st floor hallway flooring.
- 2. Move exterior office furniture to hallway.
- 3. Remove impacted drywall and carpet from impacted offices.
- 4. Inspection by City representative for cleanliness (mold free) surfaces.
- 5. Sanitize/encapsulate walls, ceiling and office as needed.
- 6. Window Contractor installs windows. To Be Performed By Others.
- 7. Drywall contractor install drywall. To Be Performed By Others.
- 8. Paint contractor to paint office(s). To Be Performed By Others.
- 9. Flooring contactor installs office flooring. To Be Performed By Others.
- 10. Move furniture back into offices.
- 11. Client to reconnect all electronics.
- 12. Hallway floor to be prep and reinstalled. To Be Performed By Others.
- 13. Submittal of a Post Remediation Report to the City of Key West.

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

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT

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

	To the total of th
1.	This sworn statement is submitted with Bid, Bid or Contract No
2.	This sworn statement is submitted by Consolidated Environment Engineery, UC (Name of entity submitting sworn statement)
	whose business address is 3135 Skywky Circle Melloung H.32934 1403 Lavid Hard Key West, H. 33040 Employer Identification Number (FEIN) is 14-1862337 (If the entity has no FEIN)
	include the Social Security Number of the individual signing this sworn statement.)
3.	My name is
	the entity named above is V. ce President / Secretary
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(I)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication suits in such

- 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.

0.	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 an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to Jul 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, o 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 no 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)
STATE	of Florida (Date)
COUN	TY OF Brevend
h	NALLY APPEARED BEFORE ME, the undersigned authority, SAM Scott who, after first being sworn by me, affixed his/her signature in the (Name of individual signing)
space pr	rovided above on this 5 day of Dec , 20/3
Му соп	CHASITY MOSS MY COMMISSION & EF 150248 EXPERES January 11, 2018 Bended Thru Notary Public Underwithers

ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #13-003: POLICE STATION WINDOWS REPLACEMENT	
STATE OF Honde ; SS COUNTY OF Morror)	
COUNTY OF 177 onsoe)	
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid with be paid to any employees of the City of Key West as a commission, kickback, reward or girl directly or indirectly by me or any member of my firm or by an officer of the corporation.	ill ft,
By: A	-
Sworn and subscribed before me this	
S day of Dec , 20/3. CHASITY MOSS MY COMMISSION IN EE 159248 EXPIRES: January 11, 2018 Bonded Trau Hotary Public Underwriter NOTARY PUBLIC, State of Florida at Large	
My Commission Expires: 1-11-2016	

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.

CONTRACTOR: Consolidated Environmental Ey SEAL:	
CONTRACTOR: Consolidated Environmental Ey SEAL: 3135 Skyway Circle Melbourne, H. 32934 Address 2	
Address IMI	
Signature	
Print Name	
V. Preside + Secretary	
Title	
<u></u>	
Phasita MO- 12.5-20	2/3
CHÁSTY MOSS LY COMMISSION # EE 158248 EXPIRES: January 11, 2016	

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Horida : SS COUNTY OF Monroe)				
COUNTY OF Monroe)				
I, the undersigned hereby duly swom, depose and say that the firm of <u>Consoldated Eurosource la Ey</u> . provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.				
By Draft				
Sworn and subscribed before me this				
day of Dec. 20/3. CHASTY MOSS MY COMMISSION & SE 158248 EXPIRES: January 11, 2016 Sonded Thru Notary Public Underwitters				
NOTARY PUBLIC, State of FLOTICIA at Large				
My Commission Expires: 1-11-2016				

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
Timothy Scott	President
Timothy Scott	Vice President Secretary
If Corporation	
IN WITNESS WHEREOF the undersigned corporation has and its seal affixed by its duly authorized officers this	caused this instrument to be executed day of <u>De cento</u> , 2010.
(SEAL)	
Name of Corporation	
By: <u>Consocidates Environmental En</u> Title: <u>Tim Scott President</u>	specars
Title: Tim Scott President	
Attest: Lisa Scott V. Pringlest Siere	e fauf
Secretary	
If Sole Proprietor or Partnership	
N WITNESS hereto the undersigned has set his/her/its hand	d this 3 day of 2 cerebra,
Signature of Bidder	
Title fresident	

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the Bid document:

- · Bid Form including detail schedule of values,
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- City of Key West Indemnification Form
- Equal Benefits for Domestic Partner Affidavit

Bidders must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to Bid and perform the work specified herein.

The successful Bidder will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Business Tax Receipt issued by the City of Key West.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this construction as part of the Contract is as follows:

Certified FL. Mold Remediators

Note: Contractor shall verify each license, permit, or fee before submitting the Bid.

LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

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:	***	
Name:		
Address:		
Portion of Work:	·	
Name:		
Address:		
Portion of Work:		
Name:		
Address:		
BIDDER		
The name of the Bidder submitting this Bid is	S:	 _
Doing business at		
City		
Telephone No.		

This address is where all communications concerning this Bid shall be sent.

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 non-profit 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 of 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.

SAMPLE CONTRACT

This Contract, made and entered into this day of	201_,
by and between the City of Key West, hereinafter called the "Owner", and	
hercinafter called the "Vendor";	
WITNESSETH:	
The Vendor, in consideration of the sum to be paid him by the Owner and of the covena agreements herein contained, hereby agrees at his own proper cost and expense to furnish materials for MOLD REMEDIATION AT THE KEY WEST POLICE STATION, Key Florida to the extent of the Bid made by the Vendor, dated the	all the
In consideration of the materials provided as set forth in the bid, the Owner agrees to pay Vendor the amount in the bid as adjusted in accordance with the Contract, or as otherwise provided, and to make such payments in the manner and at the times provided in the Contract	herein
The Vendor agrees to supply the materials as specified in the Contract and to accept as full particular the amounts computed as determined by the Contract and based on the said by Vendor agrees to remedy all defects developing in the work under this Contract during the way period and further agrees to indemnify and save the Owner harmless from any costs encount remedying such defects.	id. The
IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this	
day of, A.D., 201	

SIGNATURE PAGE

CITY OF KEY WEST		
Ву		
Title		
CONTRACTOR		
Ву		_
Title		
APPROVED AS TO FORM		
Attorney for Owner		_



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

(850) 487-1395

CONSTRUCTION INDUSTRY LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783

MESTAYER, DANIEL CHARLES CONSOLIDATED ENVIRONMENTAL ENGINEERING, LLC O BOX 33221 INDIALANTIC FL 32903

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Thank you for doing business in Flonda, and congretulations on your new license!



- AC#E233E53 STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CBC1258704

07/30/12 120044553

CERTIFIED BUILDING CONTRACTOR MESTAYER, DANIEL CHARLES CONSOLIDATED ENVIRONMENTAL ENGIN

. IS CERTIFIED under the provisions of th. 489 Fo Expiration date AUG 31, 2014 112073001238

DETACH HERE

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STATE OF FLORIDA

SEQ# L12073001238

DATE

BATCH NUMBER LICENSE NBR

07/30/2012 120044553

CBC1258704

The BUILDING CONTRACTOR Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2014

MESTAYER, DANIEL CHARLES
CONSOLIDATED ENVIRONMENTAL ENGINEERING, LLC
3135 SKYWAY CIRCLE STE 101
MELBOURNE FL 32934

RICK SCOTT GOVERNOR

KEN LAWSON SECRETARY

CITY OF KEY WEST, FLORIDA Business Tax Receipt

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

Uper: CyllkER Type; Of Drawer; 1 Date: 8/25/13 54 Receipt no: 99529 August 19, 2013 Expiration Date: September 30, 2014 CONSOLIDATED ENVIRONMENTAL ENG CLINDK: 0022517 14-00027805 CONTRACTOR - CERT BUILDING 3.35 SKYWAY CIR \$309.75 \$ 309.75 \$3.00 \$3.00 Business Name Lic NBR/Class Location Addr Add. Charges License Fee Issue Date: Comments: Penalty Total

E95662 CONSOLISA BEST ENVIROMEN ON ENVIRON FOR TO Trans date: 8/26/13

This document must be prominent! Traffigurated.

CONSOLIDATED ENVIRONMENTAL ENG

3135 SKYWAY CIR #101

MELBOURNE FL 32934

2013 / 2014 MONROE COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2014**

RECEIPT# 30140-101565

Business Name: CONSOLIDATED ENVIRONMENTAL

ENGINEERING LLC

Öwner Name:

TIMOTHY N SCOTT, THOMAS R WILSON

Mailing Address: QUALIFIER

MELBOURNE, FL 32934

3135 SKYWAY CIRCLE STE 101

Business Location: MO CTY

KEY WEST, FL 33040

Business Phone:

321-951-3830

Business Type:

CONTRACTOR (CERTIFIED BUILDING)

Employees

STATE LICENSE: CBC1257083

Tax Amount	Transfer Fee	Sub-Total		Penalty	Pnor	Years	Collection Cost	Total Paid
20.00	0.00		0.00	0.00		0.00	0.00	20.00

Paid 123-12-00007746 08/16/2013 20.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING AND ZONING REQUIREMENTS.

Monroe County Dubineed Tax Receipt

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2014

Business Name: CONSOLIDATED ENVIRONMENTAL

RECEIPT# 30140-101565

ENGINEERING LLC

Business Location: MO CTY

Owner Name: TIMOTHY N SCOTT, THOMAS R WILSON KEY WEST, FL 33040

Mailing Address: QUALIFIER

Business Phone:

Business Type:

321-951-3830 CONTRACTOR (CERTIFIED BUILDING)

3135 SKYWAY CIRCLE STE 101 MELBOURNE, FL 32934

Employees

1

STATE LICENSE: CBC1257083

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.0	0.00	20.00	0:00	0.00	0.00	20.00

		CERTIFICAT	E OF LIAB				Date 2/11/2012			
Pro	ducer	Lion Insurance Company 2739 U.S. Highway 19 N. Holiday, FL 34691		rights upon	ate is issued as a matter the Certificate Holder. ' ter the coverage affords	r of information only and This Certificate does not ad by the policies below.	confers no amend,			
	_	(727) 938-5562			Insurers Affording Cov	erage	NAIC #			
Insured: South East Personnel Leasing, Inc.& Subsidia				insurer A:						
		2739 U.S. Highway 19 N.	IIIC.Q OQUAIQIA	insurer B:						
		Holiday, FL 34691		Insurer C:						
Cov	erage		0.00 0.00							
General: 1	2-4 () NATH (1 4:	surance fisted below he /s been issued to the insure spect to which this certificate may he issued or may ale limits shown may have been reduced by paid dis	Depution, the insurance on	licy period indicated. No orded by the policies des	otwithstanding any requirement, cribed herein as subject to salith	, term or condition of any contrac e terms, exclusions, and condition	t or piner ons of such			
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ı	Any prop	prietor/partner/executive officer/member				E L. Each Accident	81,000,00			
	exclude:	•				E.L. Disease - Ea Employs	ee \$1,000,00			
		escribe under special provisions below.				E.L. Disease - Policy Limit				
	Other					A- (Excellent). AMB	# 12616			
		of Operations/Locations/Vehicles/E				Client 1D: 84	1-67-162			
over	age onl	y applies to active employee(s) of South	n East Personnel Le	asing, Inc. & Subsi	idiaries that are leased t	to the following "Client Co	ompany":			
		Con	solidated Enviro	mental Enginee	ring, LLC.					
.cver	age on	y applies to Injuries incurred by South E	ast Personnel Leas	ng, Inc. & Subsidia	aries active employee(s)	, while working in Florid	la.			
Liver Lilet	of the a	es not apply to statutory employee(s) or	independent contr	actor(s) of the Clie	int Company or any other	er entity.				
roie	ect Nan	ctive employee(s) leased to the Client C ne: FOR BID PURPOSES	ompany can be ob	tained by taxing a	request to (727) 937-2)	138 or by calling (727) 9:	38-5562.			
_		-12 (CF)								
						Begin Date:	6/21/2017			
CER	TIFICATE			CANCELLATION						
		CONSOLIDATED ENVIRONMENTAL ENGIN	VEERING LLC	Assimo insurer will an	outdany of the above described policies be cancelled before the expiration date thereof, the angineurer will endesvor to mail 30 days written notice to the certificate holder named to the					
# fert, t				left, but failure to do a	, but failure to do so shell impose no obligation or liability of any lond upon the insurar, its					

SKYWAY CIRCLE, STE 101 agents or

ald how

3135 SKYWAY CIRCLE, STE 101 MFI BOURNE FL 32634

CERTIFICATE OF LIABILITY INSURANCE

CONSO-1

OP ID: GJ

DATE (MM/DD/YYYY)

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(les) 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 PRODUCER Phone: 321-397-3870 CONTACT Fax: 321-397-3888 PHONE (A/C. No. Ext): Insurance By Ken Brown, Inc. PO Box 948117 Maitiand, FL 32794-8117 Kerry C. Tait FAX (A/C, No): ALDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Westchester Surp! Lines Ins Co Consolidated Environmental Eng INSURED INSURER & Charter Oak Fire ins Co 25615 3135 Skyway Circle, ste. 101 Melbourne, FL 32934 MISURER C : Ace Westchester INSURER C. INSURER E INSURER F COVERAGES CERTIFICATE 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 INDICATED. NOTWITHSTANDING ANT REQUIREMENT, TERM ON CONDITION OF ANT CONTRACT ON OTHER DOCUMENT WITH RESPECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. MODE SUBR POLICY EFF POLICY EXP **POLICY NUMBER** LIMITS GENERAL LIABITET EACH OCCUPRENCE X COMMERCIAL GENERAL LIABILITY 2,000,000 G24377179004 CAMAGE TO RENTED PREMISES (Es occurrence) 03/16/2013 | 03/16/2014 50,000 CLAIMS-MADE X OCCUR MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 2,000,000 X Prof liab/claims GENERAL AGGREGATE 2,000,000 GEN LAGGREGATE LIMIT APPLIES PER PRODUCTS - COMP/OP AGG 2,000,000 FOLICY X PRO AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT 1,000,000 B X ANY AUTO BA2A83295612 06/29/2012 06/29/2013 BODILY INJURY (Per person) ALL DWNED SCHEDULED AUTOS NON-OWNED AUTOS BODILY INJURY (Per accident) \$ X X HIRED AUTOS PROPERTY DAMAGE (Per accident) 8 UMBRELLA LIAB Х OCCUR EACH OCCURRENCE C EXCESS LIAB 5,000,000 CLAIMS-MADE G24377258001 03/16/2013 03/16/2014 DED X RETENTIONS AGGREGATE 5.000,000 Ó. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERAMEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT If yes, describe undar DESCRIPTION OF OPERATIONS below EL DISEASE - EA EMPLOYES & EL DISEASE - POLICY LIMIT & DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required) CERTIFICATE HOLDER CANCELLATION **FORILLU** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN For Illustrative Purposes Only AUTHORIZED REPRESENTATIVE 2.C. Tois



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(850) 487-1395

MESTAYER, DANIEL C III P O BOX 33221 INDIALANTIC F FL 32903

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The MOLD ASSESSOR

Named below IS CERTIFIED

Under the provisions of Chapter 468 Expiration date: JUL 31, 2014

MESTAYER, DANIEL C III P O BOX 33221 INDIALANTIC

FL 32903

RICK SCOTT GOVERNOR

KEN LAWSON SECRETARY



be it known that:

DR. TIMOTHY N. SCOTT

Is a registrant in good standing with IICRC, and has qualified by service and examination for Certification in the following areas:

WATER DAMAGE RESTORATION APPLIED MICROBIAL REMEDIATION

and has pledged to perform services in these areas with skill, honesty, and integrity in order to provide the consumer with the highest degree of professionalism possible.

180432 REGISTER NUMBER

5/2014 EXPIRATION DATE



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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SCOTT, TIMOTHY NEAL 339 LANSING ISLAND DR SATELLITE BEACH FL 32937

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STATE OF FLORIDA AC# 6129456 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MRSR21

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FL 32903

RICK SCOTT GOVERNOR

KEN LAWSON SECRETARY



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783

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SCOTT, TIMOTHY NEAL 3135 SKYWAY CIRCLE MELBOURNE

FL 32934

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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Named below IS CERTIFIED
Under the provisions of Chapter 468 FS
Expiration date: JUL 31, 2014

SCOTT, TIMOTHY NEAL 3135 SKYWAY CIRCLE MELBOURNE

FL 32934

RICK SCOTT GOVERNOR

KEN LAWSON SECRETARY