

Proposal
For
City of Key West



ITB#23-013

Construction Services Contract

Key West Historic Seaport

Submitted By:

Gulfstream Construction

22972 Overseas Hwy

Cudjoe Key, FL 33042

dona@gulfstreamconstruction.net

305-305-2970 or 305-481-2225



CGC#1528114

June 15, 2023



Gulfstream Construction

CGC # 1528114

22972 Overseas Highway, Cudjoe Key FL 33042

“Unless the LORD Builds the House, its Builders Labor in Vain”

June 15, 2023

Ms. Karen Olsen
Deputy Director, Port and Marine Services
City of Key West
Key West Historic Seaport
1300 White Street
Key West, FL 33040

RE: ITB #23-013

CONSTRUCTION SERVICES CONTRACT – KEY WEST HISTORIC SEAPORT

Ms. Karen Olsen,

Gulfstream Construction is pleased to present the attached proposal to provide construction services to the City of Key West for various projects at the Key West Historic Sea Port.

Gulfstream Construction is a full service Licensed and Insured General Contractor located just minutes from downtown Key West. We have extensive experience in facility repair and maintenance, as well as new construction, and we are confident our experience will benefit you.

We look forward to the opportunity to serve you. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely

Mark D. Passero, P.E.

President

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Section 1

Experience

Experience

440 Pattison Dr. -Cudjoe Key, Fl 33042 -New Concrete Block Home 3 bedroom 2 ½ Bath

\$453,000.00

November 2022-May 2023

Krystal Dittus

305-434-0497

Ukgirl_flkeys@icloud.com

Erica Poole- Sandbar Design

847-903-5854

30989 Witters Lane - Big Pine Key, FL. 33043

4 bedroom 3 bath – Spray Rock Construction Home

\$450,000.00

November 2021- November 2022

Greg Holloway

581-459-3566

gregholloway07@aol.com

Carl Schror- C Schror Design

305-923-0583

5 Geiger Key- Concrete deck repair in restaurant – Repair for Hurricane damage

\$134,000.00

May 2023-June 2023

Geiger Key Resort Propco LLC

Jon Wyss

jon@parakeetcommunities.com

Will Campbell- Campbell Engineering

305-735-4626

73 Venetian Way- 2 bedroom Guest house and Pool

\$448,000.00

November 2022-May 2023

Michael Matheny

954-732-7594

Carl Schror- C Schror Design

305-923-0583

820 White Street- Palm Hotel stair and railing repair- HARC

\$25,000.00

May 2023-current

Gary Stern

techustore@icloud.com

Will Campbell – Campbell Engineering

305-735-4626

Section 2

References

References

Krystal Dittus

305-434-0497

Ukgirl_flkeys@icloud.com

Greg Holloway

581-459-3566

gregholloway07@aol.com

Michael Matheny

954-732-7594

mmatheny@synergyid.com

Section 3

Bid Form

BID FORM

To: City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: **GENERAL CONSTRUCTION SERVICES
KEY WEST HISTORIC SEAPORT**
Project No.: ITB #23-013

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

Company Name: Gulfstream Construction & Development LLC

Contact Name & Telephone #: Mark Passero 585-315-8900

Email Address: mdp@gulfstreamconstruction.net

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

GENERAL INSURANCE REQUIREMENTS

- 1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County,

- Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
 - 1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
 - 1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).
 - 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
 - 1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
 - 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.
 - 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
 - 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
 - 1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
 - 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.

- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.
- 1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

SPECIFIC INSURANCE COVERAGES AND LIMITS

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$100,000.00 Limit Each Accident
	\$500,000.00 Limit Disease Aggregate
	\$100,000.00 Limit Disease Each Employee

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four

(4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

~~USL & H Coverage shall be maintained by the Contractor that will respond to claims filed under the United States Longshoremen and Harbor Workers Act (33 USC sections 901-950). The limits of such coverage shall be not be less than \$1,000,000.~~

Commercial General Liability Insurance shall be maintained by the Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury &	\$1,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	\$ 500,000.00 Per person
	\$1,000,000.00 Limit Each Occurrence

Property Damage Liability	\$1,000,000.00 Limit Each Occurrence
---------------------------	--------------------------------------

or

Bodily Injury &	
Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident

If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

SURETY AND INSURER QUALIFICATIONS

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. None, N/A, N/A, N/A.
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

IDEFINITE QUANTITIES

This is an "Indefinite Quantities" Contract with no fixed Contract price. The actual amount of work to be performed and the time of such performance will be determined by the OWNER or his properly authorized representative who will issue written Task Orders to the CONTRACTOR. The only work authorized under this Contract is that which is performed upon receipt of such a Task Order.

The Proposal is for cost plus and hourly rates (unit price) by trade or classification and the bidder agrees that the hourly rates provided are a true measure of the labor costs, including all allowances for overhead and profit.

* * * * *

Section 4

Bid Schedule

BID SCHEDULE

Project Title: **CONSTRUCTION SERVICES CONTRACT**

Project No.: **ITB #23-013**

Provide unit prices (fully wrapped hourly rates) for the below contracted and subcontracted labor.

MOB/DEMOB (10% maximum)	percent of work	<u>10 (TEN)</u> %
SUPERINTENDANT	per hour	<u>\$ 120.00</u> ^{one hundred} _{Twenty}
FORMAN	per hour	<u>\$ 85.00</u> ^{Eighty five}
LABORER	per hour	<u>\$ 50.00</u> ^{fifty}
CLERICAL	per hour	<u>\$ 60.00</u> ^{Sixty}
ELECTRICIAN	per hour	<u>\$ 120.00</u> ^{one hundred} _{Twenty}
PLUMBER	per hour	<u>\$ 150.00</u> ^{one hundred} _{fifty}
HVAC/MECHANICAL	per hour	<u>\$ 175.00</u> ^{one hundred} _{Seventy-five}
ROOFER	per hour	<u>\$ 120.00</u> ^{one hundred} _{twenty}
CARPENTER	per hour	<u>\$ 100.00</u> ^{one hundred}
MASON	per hour	<u>\$ 100.00</u> ^{one hundred}
MATERIALS AT INVOICE (15% maximum)	plus	<u>15 (fifteen)</u> %
ADD'L APPROVED SUBCONTRACTOR AT INVOICE (10% maximum)	plus	<u>10 (ten)</u> %

PERMITS

AT COST

I represent that this bid is submitted in compliance with all terms, conditions and specifications of the Invitation to Bid and that I am authorized by the owners/principals to execute and submit this bid on behalf of the business identified below:

Company Name: Gulfstream Construction and Development LLC

Contact Name & Telephone #: Mark Passero 585-315-8900

Email Address: mdp@gulfstreamconstruction.net Signature: Mark Passero

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:

Lindholm Roofing

Name

88005 Overseas Hwy suite10-157, Islamorada, FL, 33036
Street City State Zip

Name South Beach Cooling AC

1668 Buttonwood Drive, Big Pine Key, FL, 33043
Street City State Zip

South Coast Electric Corp

Name

270 Mars Lane, Key west, FL, 33040
Street City State Zip

Florida Keys Plumbing

Name

25052 Palm lane, Summerland Key, FL, 33042
Street City State Zip

Name

Street City State Zip

Section 5

Self-performed work details/
Subcontracted Work Details

- A. Door and Window replacement-**In House**
- B. Siding repair and/or replacement- **In House**
- C. Stair & railing repair and/or replacement- **In House**
- D. Roof Repair and/or replacement- **Roofing Subcontractor**
- E. Electrical Upgrades, repairs and/or replacement- **electrical subcontractor**
- F. Plumbing upgrades, repairs and/or replacement-**plumbing subcontractor**
- G. HVAC upgrades, repairs and/or replacements-**HVAC Subcontractor**
- H. Lease Space Interior/exterior renovations- **In House**
- I. Common Space Interior/exterior renovations- **In House**
- J. Public Space interior/Exterior renovations- **In House**

Section 6

Licensure



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

PASSERO, MARK DOMINIC
GULFSTREAM CONSTRUCTION
22972 OVERSEAS HWY
SUMMERLAND KEY FL 33042

LICENSE NUMBER: CGC1528114

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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AEC35445

AEC-2182

License #AEC35445

AEC Info	Trust Accts	Ins Info	Contacts	Fees \$0.00	Chronology
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Registration #: AEC35445
Issue: 2/11/2021
Expire: 12/31/2099
Type: CONTRACTOR DBPR STATE CERTIFIED
Sub-Type: GENERAL CONTRACTOR
Status: ACTIVE
Company: GULFSTREAM CONSTRUCTION (CGC)
Phone: (585) 315-8900
Cell: (585) 315-8900
Pager:
Fax:
Owner Name:

Linked Activities:

Permit(s)		
BLD2023-1160	RENOVATION EXTERIOR	PERMIT ISSUED
BLD2021-2179	DEMO OTHER	PERMIT ISSUED
BLD2021-0584	RENOVATION EXTERIOR	PERMIT ISSUED

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity.
 Instead, contact the city office by phone or in writing.
 Please be further advised that any writing received by the City is also a public record under Florida law and is subject to being released pursuant to a public records request.

**2022 / 2023
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2023**

Business Name: GULFSTREAM CONSTRUCTION

RECEIPT# 30140-124997

Owner Name: PASSERO CONSTRUCTION LLC, MARK
Mailing Address: PASSERO
22972 OVERSEAS HWY
SUMMERLAND KEY, FL 33042

Business Location: 22972 Overseas Hwy
Cudjoe Key, FL 33042
Business Phone: 585-315-8900
Business Type: CONTRACTOR (GENERAL)

Employees 1

STATE LICENSE: CGC1528114

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

Paid 000-21-00042910 08/22/2022 20.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

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

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2023**

Business Name: GULFSTREAM CONSTRUCTION

RECEIPT# 30140-124997

Owner Name: PASSERO CONSTRUCTION LLC, MARK
Mailing Address: PASSERO
22972 OVERSEAS HWY
SUMMERLAND KEY, FL 33042

MO CTY
Business Location: MARATHON, FL 33050
Business Phone: 585-315-8900
Business Type: CONTRACTOR (GENERAL)

Employees 1

STATE LICENSE: CGC1528114

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

Paid 000-21-00042910 08/22/2022 20.00



KYMBERLY044591

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2023

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

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


PRODUCER Commercial Lines - (813) 321-7500 USI Insurance Services LLC 2502 N Rocky Point Dr Tampa, FL 33607	CONTACT NAME: Certificates PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Certificates@kymberlygroup.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Kymberly Group Payroll Solutions, Inc., Gulfstream Construction & Development LLC, DBA: Gulfstream Construction 1 West Church Street, Suite 120 Orlando, FL 32801 CGC#1528114	INSURER A: Service American Indemnity Company NAIC # 39152	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15718681 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SAPLWCPE0000200	04/30/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

CERTIFICATE HOLDER City of Key West 1300 White Street Key West, FL 33041	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2023

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 Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Lexie@furmaninsurance.com
	PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310
INSURED Gulfstream Construction & Development LLC 22972 Overseas Highway Cudjoe Key FL 33042	INSURER(S) AFFORDING COVERAGE INSURER A: Obsidian Specialty Insurance Company NAIC # 16871
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 23-24 March - Named Insured

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	PTC-GL-000000114-01	8/24/2022	8/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is included as additional insured regarding General Liability on a primary & non contributory basis as required by written contract.

CERTIFICATE HOLDER

ContractorUpdates@FortLauderc

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Mangum/EF

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Section 7
Attachments

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe

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

By: Mark D Passero MARK D Passero

Sworn and subscribed before me this 9 day of June 2023.

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 12-16-25



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

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

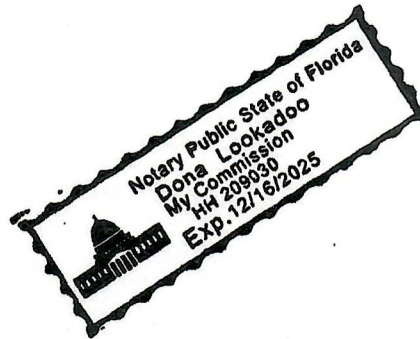
By: Mark D Passero
MARK D Passero

Sworn and subscribed before me this

9 day of June, 2023.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 12-16-25



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

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

1. This sworn statement is submitted with Bid or Proposal for ITB-23-013
City of Key West

2. This sworn statement is submitted by Gulfstream Construction and Development LLC
(name of entity submitting sworn statement)
whose business address is 22972 Overseas Hwy
Cudjoe Key, FL 33042
and (if applicable) its Federal Employer Identification Number (FEIN) is 30-1146220

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

3. My name is MARK D Passero
(please print name of individual signing)

and my relationship to the entity named above is owner / president

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Mark Passero
(signature)

6-9-23
(date)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Mark D Passero who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 9 day of June, 2023.

My commission expires: 12-16-25

[Signature]
NOTARY PUBLIC

* * * * *



CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: Mark D Passero/Gulfstream Construction and Development LLC SEAL:

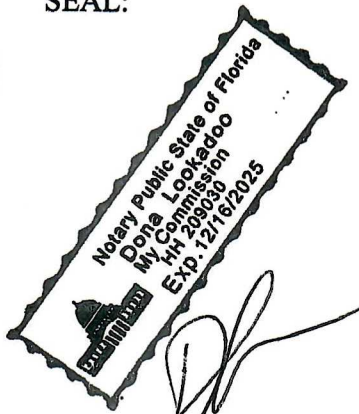
22970 Overseas Hwy Cudjoe Key
Address Fl 33042

Mark D Passero
Signature

Mark D Passero
Print Name

president +
Title

DATE: 6/9/23



[Handwritten signature]
6-9-23

* * * * *

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

Gulfstream Construction and Development LLC
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: Mark D Passero Mark D Passero

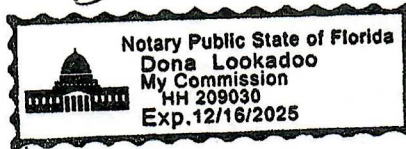
Sworn and subscribed before me this 9 day of June 2023.

NOTARY PUBLIC, State of Florida at Large



My Commission Expires:

12-16-25



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

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

By: Mark Passero MARK D Passero

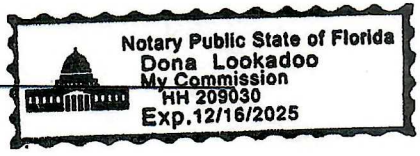
Sworn and subscribed before me this

9 day of June 2023.

[Signature]

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 12-16-25



* * * * *

**LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798**

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

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

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

Gulfstream Construction and Development LLC

Business Name

22972 Overseas Hwy Cudjoe Key, FL 33042

Phone: 585-315-8900

Current Local Address:

Fax: N/A

(P.O Box numbers may not be used to establish status)

4 years

Length of time at this address

[Signature]
Signature of Authorized Representative

6-9-23
Date

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 9 day of June, 2023.

By Mark P Passero, of _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced personally known as identification
(type of identification)

[Signature]
Signature of Notary
Dona Lookadoo
Print, Type or Stamp Name of Notary

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

Title or Rank

Notary Public State of Florida
Dona Lookadoo
My Commission
HH 209030
Exp. 12/16/2025



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
GULFSTREAM CONSTRUCTION & DEVELOPMENT LLC

Filing Information

Document Number	L15000070174
FEI/EIN Number	30-1146220
Date Filed	04/21/2015
Effective Date	04/21/2015
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	07/31/2019
Event Effective Date	NONE

Principal Address

22972 OVERSEAS HIGHWAY
SUMMERLAND KEY, FL 33042

Changed: 05/09/2019

Mailing Address

22972 OVERSEAS HIGHWAY
SUMMERLAND KEY, FL 33042

Changed: 05/09/2019

Registered Agent Name & Address

PASSERO, MARK
22972 OVERSEAS HIGHWAY
SUMMERLAND KEY, FL 33042

Name Changed: 07/31/2019

Address Changed: 03/11/2021

Authorized Person(s) Detail

Name & Address

Title AMBR

PASSERO, MARK
 22972 OVERSEAS HIGHWAY
 SUMMERLAND KEY, FL 33042

Title AMBR

CHILBERG, SCOTT
 22972 OVERSEAS HIGHWAY
 SUMMERLAND KEY, FL 33042

Annual Reports

Report Year	Filed Date
2021	03/11/2021
2022	03/18/2022
2023	04/20/2023

Document Images

04/20/2023 -- ANNUAL REPORT	View image in PDF format
03/18/2022 -- ANNUAL REPORT	View image in PDF format
03/11/2021 -- ANNUAL REPORT	View image in PDF format
06/24/2020 -- ANNUAL REPORT	View image in PDF format
07/31/2019 -- LC Amendment	View image in PDF format
05/09/2019 -- LC Amendment	View image in PDF format
03/12/2019 -- LC Amendment	View image in PDF format
02/12/2019 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- LC Amendment and Name Change	View image in PDF format
10/01/2018 -- LC Amendment	View image in PDF format
03/30/2018 -- REINSTATEMENT	View image in PDF format
05/05/2016 -- LC Name Change	View image in PDF format
04/06/2016 -- ANNUAL REPORT	View image in PDF format
04/21/2015 -- Florida Limited Liability	View image in PDF format

Meter Number	Read Dates		Billing Days	Meter Readings			Multiplier	Usage	Units	Power Factor
	Present	Previous		Code	Present	Previous				
ELECTRIC: E000100863	05-22-23	04-21-23	31	MR	26395	26033	1	362	kWh	
ELECTRIC: E000100863	05-22-23	04-21-23	31	MR	324		1	3.24	kW	

BILLING SUMMARY

Previous Balance as of 04-26-23	\$81.12
Payments & Adjustments	0.00
Balance Forward as of 05-24-23	81.12
Current Charges as of 05-24-23	101.92
Total Amount Due	\$183.04

PREVIOUS BALANCE

BALANCE FORWARD - PAY NOW

\$81.12

\$81.12

CUSTOMER CHARGE

ENERGY CHARGE

STORM SURCHARGE

POWER COST ADJUSTMENT

GROSS RECEIPTS TAX

LOCAL OPTION TAX

SALES TAX

PENALTY CHARGE

	RATE	USAGE	CHARGES
ENERGY CHARGE	\$0.125800	362	\$35.00
STORM SURCHARGE	\$0.001350	362	0.49
POWER COST ADJUSTMENT	\$0.019250	362	6.97
GROSS RECEIPTS TAX			2.25
LOCAL OPTION TAX			1.35
SALES TAX			6.27
PENALTY CHARGE			4.06

CURRENT CHARGES

\$101.92

TOTAL AMOUNT DUE

\$183.04

CONSUMPTION HISTORY

Read Date	Days	Electric Use (kWh)	Avg. (kWh) Usage per Day
05-22-23	31	362	11.68
04-21-23	29	259	8.93
03-23-23	30	212	7.07
02-21-23	32	159	4.97
01-20-23	30	62	2.07
12-21-22	30	151	5.03
11-21-22	32	219	6.84
10-20-22	30	295	9.83
09-20-22	32	475	14.84
08-19-22	30	350	11.67
07-20-22	29	425	14.66
06-21-22	32	344	10.75
05-20-22	30	186	6.20

KEYS Mission: Provide safe, reliable energy with excellent customer service at the lowest reasonable cost.

KEYS Vision: Enrich our customers' lives by providing energy services in a safe, reliable, affordable, sustainable manner while exploring new avenues to benefit our community.

Bill Type	Account Type	Bill Date	Due Date	Total Amount Due	Payment Type
REGULAR	COM SM 210	05-24-2023	06-22-2023	\$183.04	PAYMENT DUE UPON RECEIPT

MESSAGE:

To combat high energy consumption during summer months, KEYS can help you grow your green efforts. Visit KeysEnergy.com and click the Growing Greener Every Day icon to learn ways to save energy.

Please write your account number on your check, detach here, and return bottom portion with your payment.



PO BOX 6100
KEY WEST, FL 33041-6100
(305) 295-1000
www.KeysEnergy.com

Service Address	Due Date
22970 OVERSEAS HWY	06-22-2023
Account Number	Payment Type
8732791-09	PAYMENT DUE UPON RECEIPT
Total Amount Due	Amount Enclosed
\$183.04	

A five-percent penalty will be assessed on current amounts not paid by the Due Date. Any unpaid previous balance on your bill may cause immediate disconnection of service.

MAKE CHECK PAYABLE TO:



KEYS ENERGY SERVICES
PO BOX 279038
MIRAMAR, FL 33027-9038

KE50524B
9000000876 00.0000.0875 875/1

GULFSTREAM CONSTRUCTION AND DE
22972 OVERSEAS HWY
SUMMERLAND KEY FL 33042-4254




VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Gulfstream Construction and Deveelopment, LLC
Vendor FEIN: 30-1146220
Vendor's Authorized Representative Name and Title: Mark D Passero President
Address: 22972 Overseas Hwy
City: Cudjoe Key State: FL Zip: 33042
Phone Number: 585-315-8900
Email Address: mdp@gulfstreamconstruction.net

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: Mark D Passero President
Print Name *Print Title*
who is authorized to sign on behalf of the above referenced company.
Authorized Signature: 

Section 8

Addenda Acknowledgement

ADDENDA

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

SALES AND USE TAXES

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

IDEFINITE QUANTITIES

This is an "Indefinite Quantities" Contract with no fixed Contract price. The actual amount of work to be performed and the time of such performance will be determined by the OWNER or his properly authorized representative who will issue written Task Orders to the CONTRACTOR. The only work authorized under this Contract is that which is performed upon receipt of such a Task Order.

The Proposal is for cost plus and hourly rates (unit price) by trade or classification and the bidder agrees that the hourly rates provided are a true measure of the labor costs, including all allowances for overhead and profit.

* * * * *

Section 9

Original Bid Documents