



INNOVATIVE  
MASONRY  
RESTORATION, LLC

16624 Lakeside Ave, Prior Lake, MN 55372  
612-548-5589 (O) 888-751-5402 (F)  
[www.imrestoration.com](http://www.imrestoration.com)

September 30, 2015

City of Key West  
Office of the City Clerk  
3126 Flagler Avenue  
Key West Florida, 33040

**RE: City of Key West SWR  
Concrete Repairs (ITB#15-024)**

Innovative Masonry Restoration is pleased to submit our proposal for the above referenced project. We included a list of our current projects and our resumes of our key project team member. We have deep experience managing projects with scope of work requirements similar to the Richard A. Heyman Environmental Protection Facility and Fleming Key Bridge. Our proposal includes the highest level of quality within the specified scope of work.

We have also included several reference letters including one from our bank who carries a 5 star ranking from BauerFinancial and our bonding company who is A rated and is registered as a qualified bonding company for Federal projects.

If you have any questions please contact me at our office number listed above or by emailing me at [jim@imrestoration.com](mailto:jim@imrestoration.com).

Best Regards,

Innovative Masonry Restoration

Jim Dolby, Principal

**FLORIDA BID BOND**

BOND NO. RB0062666  
Five Percent of Bid Amount  
AMOUNT: \$ (5% of bid amount)

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

Innovative Masonry Restoration LLC

hereinafter called the Contractor (Principal), and \_\_\_\_\_

Granite Re, Inc.

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner.

(Obligee), in the sum of: Five Percent of Bid Amount (5% of bid amount)

\_\_\_\_\_ DOLLARS (\$ XXXXX ), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS BOND IS SUCH THAT:**

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for Construction of the SWR Concrete Repairs, Key West, Florida, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

**SWR CONCRETE REPAIRS**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

486025A.GN1

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Oblige and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 28th day of September, 20 15.

Innovative Masonry Restoration LLC  
Principal

By: [Signature]

Granite Re, Inc.  
Surety

By: [Signature]  
Jonathan Pate Attorney-In-Fact

END OF SECTION

### ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he executed the same.

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he executed the same as for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota )  
County of Dakota )

On this 28 day of September, in the year 2015, before me personally come(s) Jim Dalby to me known, who, being duly sworn, deposes and says that he is the Managing Member of the Innovative Masonry Restoration LLC the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



[Signature]  
Notary Public

### ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 28th day of September, in the year 2015, before me personally come(s) Jonathan Pate, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]  
Notary Public

**GRANITE RE, INC.**  
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:


JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 27<sup>th</sup> day of February, 2015.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



  
\_\_\_\_\_  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 27<sup>th</sup> day of February, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

**GRANITE RE, INC.**  
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 28th day of September, 2015.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3902

### Invitation to Bid # 15-024

### SWR: CONCRETE REPAIRS RICHARD A. HEYMAN EPF AND FLEMING KEY BRIDGE

Project No. SE 1401

### ADDENDUM # 1

September 16, 2015

This addendum includes the mandatory pre-bid sign in sheet, meeting minutes, and answers to contractor questions at the pre-bid meeting.

#### **Please be advised of the following changes to the contract documents:**

The following changes, additions, and/or deletions are hereby made part of the Contract Documents for the SWR: Concrete Repairs Richard A. Heyman EPF and Fleming Key Bridge, dated August 2015, as fully and completely as if the same set forth fully therein:

#### **PRE-BID MEETING**

1. Meeting minutes from the pre-bid meeting, attached.
2. Copy of sign-in sheet from the pre-bid meeting, attached.

#### **CONTRACTOR'S QUESTIONS AND ANSWERS**

1. **Question:** Are weather delays recoupable?  
**Answer:** Yes, if they meet the requirements as described in Specification Section 00 72 00 General Conditions; Article 12; paragraph 12.03 Delays.
2. **Question:** Do repair allowances (Unit prices) account for Re-Bar Replacement?  
**Answer:** Yes
3. **Question:** Are the Engineer's preliminary design report, and/or the concrete testing report available to contractors?  
**Answer:** Yes, contact CH2M HILL at 305-432-9124 to schedule a time to review. Report is for information only.



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3902

4. **Question:** Who is responsible for Utility Relocates?  
**Answer:** Contractor.
5. **Question:** Are the quantities listed in the bid form an aggregate total.  
**Answer:** Yes

**PART 1—PROCUREMENT REQUIREMENTS**

**SECTION 00 11 13, INVITATION TO BID**

1<sup>st</sup> paragraph; 1<sup>st</sup> sentence; **DELETE** "...until 3:00 p.m., local time..." and **REPLACE** with "...until 3:30 p.m., local time..."

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this addendum may be considered non-responsive.

  
Signature

PROGNOSTIC MAINTENANCE RESTORATION  
Name of Business or Corporation *LLC*



## THE CITY OF KEY WEST

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### Invitation to Bid # 15-024

### SWR: CONCRETE REPAIRS RICHARD A. HEYMAN EPF AND FLEMING KEY BRIDGE

Project No. SE 1401

### ADDENDUM # 2

September 23, 2015

This addendum includes the answers to contractor questions and changes to the Specifications.

#### **Please be advised of the following changes to the contract documents:**

The following changes, additions, and/or deletions are hereby made part of the Contract Documents for the SWR: Concrete Repairs Richard A. Heyman EPF and Fleming Key Bridge, dated August 2015, as fully and completely as if the same set forth fully therein:

#### **CONTRACTOR'S QUESTIONS AND ANSWERS**

6. **Question:** Specification 01 01 00 paragraph 2.03.C it states: "*All tie in and bypass operations shall be the responsibility of the Contractor and are considered incidental to the cost of construction and provided at no additional cost to the Owner.*" Since the Contractor has no knowledge of any and all operations of the filtration system; how can the Contractor be expected to price up any bypass on any of the systems they encounter? In many areas there are all types of piping that are interfering with the concrete repairs that potentially will have to be moved and removed. Will the facility maintenance crew assist at a minimum and or remove any piping and or any items that will have to be moved?

**Answer:** The facility personnel will assist with shutdowns and isolating piping, conduits or other items that may need to be temporarily removed/relocated and replaced by the Contractor.





## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3902

7. **Question:** At the pre-bid meeting, it was mentioned that the systems will be shut down when the Contractor is working at a certain area. It was stated that the filtration plant can operate fully on one half of the plant since the filtration system is a redundant system. Please clarify the statement in the specifications stated in paragraph 2.03.C and also 2.03.D?

**Answer:** The requirements for shutdown as stated in Section 01 01 00, paragraphs 2.03C and 2.03D will be followed during construction.

8. **Question:** Per Addendum #1, item #5, page 4 of 5 states “*A permitting allowance of \$20,000 is included in the proposal for payment of permits only. Building permits are not required, and will be deleted from the bid form.*”
- a. Will a new Bid Form be provided or should the contractor alter the existing bid form in the specifications issued?

**Answer:** The Building Permit allowance will remain as part of the Bid Form.

9. **Question:** In Addendum #1, immediately above Item #6 on page 4 of 5 it states “building permits are not required, and will be deleted from the bid form; however, item #7 “Permits”, page 4 of 5 it states “*City of Key West building permits shall be the responsibility of the contractor.*”
- a. Is the City of Key West permits not included in the \$20,000?
- b. Is the City of Key West waiving all permit fees?

**Answer:** The \$20,000 Building Permit Allowance only cover reimbursement for a building permit. Individual Key West permits are the responsibility of the Contractor. No Key West permits fees are waived.

10. **Question:** On the “Invitation to Bid”, page 00 11 13-1 states, “*Please submit two (2) originals and two (2) USB Drives with one single PDF file of the entire bid package on each USB*”. Then on page 00 44 00-1 of the “BIDDER’S CHECKLIST”, item #11 states: “*11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and two (2) originals and two (2) USB drives; each containing a single complete PDF file.*”
- Please clarify exactly what is to be submitted?
  - Are copies of Part 2-Contracting Requirements required to be submitted with bid?



## THE CITY OF KEY WEST

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- If so, which parts of Part 2-the contract- should be completed and/or executed by the Bidder?

**Answer:** See Specifications below.

11. **Question:** In the “Supplementary Conditions”, page 00 73 00-5, Article 5.06, states to”...*delete this Article in its entirety.*”

- Please confirm that Builder’s Risk is not required.

**Answer:** Builder’s Risk is NOT required.

12. **Question:** a) At the pre-bid meeting, it was stated that the unforeseen conditions allowance of \$300,000.00 will be removed from the Contract. Please confirm this is the case? b) If it is not the case, will our bond include the \$300,000.00 unforeseen condition allowance?

**Answer:** The \$300,000 Unforeseen Condition Allowance will be included in all bids. Allowances do NOT need to be included in your bid bond.

13. **Question:** On the Concrete Repair Quantities table shown on the Detail and Notes sheet SD-3 it call for sheet R-15 for 3400 sft and sheet R-16 for 3300 sft of “4” *deep Spall/Surface Patch with Repairs*”. I revisited the site in these areas shown on R-15 and R-16 and do not see these high quantities of repairs as listed for a total of 6700 sft. The building is approximately 106 feet x 67 feet which is a total of 7102 square feet for the entire floor. This is not subtracting all the grating and openings that existing on these areas. Therefore, are these quantities correct? Is there a mistake in the square footage or are we not taking into account other areas not shown on the photographs that might be located on different floors? Please clarify these quantities.

**Answer:** The quantities are conservative and correct.

### **SPECIFICATIONS**

1. Section 00 44 00, Bidder’s Checklist; Item 11: **DELETE** this item in its entirety and **REPLACE** it with the following:

“11. Bids submitted intact with the requirements contained in Specification Section 00 21 13, Instruction to Bidders; paragraph 6.5 Attachments and two (2) originals and two (2) USB drives; each containing a single complete PDF file.”



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3902

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this addendum may be considered non-responsive.

  
\_\_\_\_\_  
Signature

INNOVATIVE MASONRY RESTORATION  
Name of Business or Corporation LLC



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3902

Invitation to Bid # 15-024

SWR: CONCRETE REPAIRS RICHARD A. HEYMAN EPF AND FLEMING KEY BRIDGE

Project No. SE 1401

ADDENDUM # 3

September 24, 2015

This addendum includes changes to the Specifications.

**Please be advised of the following changes to the contract documents:**

The following changes, additions, and/or deletions are hereby made part of the Contract Documents for the SWR: Concrete Repairs Richard A. Heyman EPF and Fleming Key Bridge, dated August 2015, as fully and completely as if the same set forth fully therein:

**PART 1—PROCUREMENT REQUIREMENTS**

1. Section 00 41 13, Bid Form, **DELETE** this section in its entirety and **REPLACE** it with Section 00 41 13 Bid Form, attached.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 by acknowledging addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this addendum may be considered non-responsive.

  
Signature

INNOVATIVE MASONRY RESTORATION  
Name of Business or Corporation  
LLC

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

### BID FORM

To: The City of Key West

Address: 3126 Flagler Avenue, Key West, Florida 33040

Project Title: ITB #15-024 SWR Concrete Repairs

CH2M HILL Project No.: 486025

City of Key West Project No.: SE 1401

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

Company Name: Innovative Masonry Restoration LLC

Contact Name: Jim Dolby

Telephone: (612) 548-5589

#### 1. BIDDER'S DECLARATION AND UNDERSTANDING

1.1. 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.

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

1.3. The Bidder further agrees, as evidenced by signing the Bid, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

2. CONTRACT EXECUTION AND BONDS

2.1. The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

3. CERTIFICATES OF INSURANCE

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

4. START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

4.1. The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 330 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 360 calendar days from the date when the Contract Times commence to run.

5. LIQUIDATED DAMAGES

5.1. In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for each substantial completion.

5.2. After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

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

## 6. ADDENDA

6.1. The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, 3, \_\_\_\_\_, \_\_\_\_\_, (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.

## 7. SALES AND USE TAXES

7.1. The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

## 8. PUBLIC ENTITY CRIMES

8.1. "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."

## 9. BASIS OF BIDS

9.1. Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

9.2. Unit Price Bid Schedule:

9.2.1. Unit prices have been computed in accordance with Paragraph 11.03.C of the General Conditions.

9.3. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

## 10. UNFORESEEN CONDITIONS ALLOWANCE

10.1. Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Work Change Directive. The Owner will negotiate with the Contractor how each Allowance will be spent prior to performing the work.

## 11. BUILDING PERMIT ALLOWANCE

11.1. Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total base Bid for the Building Permit required by the City of Key West. Bidder acknowledges that payment will be based on actual cost for the permit(s).

## 12. UNIT PRICE BID SCHEDULE

Unit Price Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1.	Slab Repair: Spalling / Surface Patching	25	S.F.	\$ 185. -	\$ 4,625. -
2.	Slab Repair: Spalling / Surface Patching w/ Reinforcement Steel	10	S.F.	\$ 240. -	\$ 2,400. -
3.	Vertical or Overhead Concrete Repair: Cracks	40	L.F.	\$ 80. -	\$ 3,200. -
4.	Vertical or Overhead Concrete Repair: Spalling/Surface Patching	87	S.F.	\$ 165. -	\$ 14,355. -
5.	Vertical or Overhead Concrete Repair: Spalling / Surface Patching w/ Reinforcement Steel	7,459	S.F.	\$ 60. -	\$ 447,540. -
6.	Vertical or Overhead Concrete Repair: Surface Patching	14,000	S.F.	\$ 30. -	\$ 420,000. -
7.	Vertical or Overhead Concrete Repair: Tie Holes	420	EA	\$ 20. -	\$ 8,400. -
8.	Joint Repair	26	L.F.	\$ 120. -	\$ 3,120. -
9.	Joint Sealant Removal and Replacement	23	L.F.	\$ 85. -	\$ 1,955. -



Unit Price Bid Schedule					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
10.	Column Removal and Replacement	4	EA	\$10,870.-	\$43,480.-
11.	Stucco Removal and Repair	50	S.F.	\$80.-	\$4,000.-
12.	Equipment Pad Removal and Replacement	1	EA	\$6,000.-	\$6,000.-
13.	Pipe Supports Removal and Replacement	5	EA	\$1,570.-	\$7,850.-
14.	Embedded Plate	1	L.S.	\$2,500.-	\$2,500.-
15.	Concrete Anchors	2	EA	\$285.-	\$570.-
16.	Fleming Key Bridge Repair	32	C.F.	\$990.-	\$31,680.-
17.	Repair of Jacket Pile #6: Fleming Key Bridge	1	L/S. <u>S.D.</u>	\$342,100.- \$402,100.-	\$342,100.- \$402,100.-
<b>Base Bid: Total of Extended Bid Unit Prices</b>				<b>\$ 1,343,975.00</b>	

Unforeseen Conditions Allowance \$300,000.00

Building Permit Allowance \$20,000.00

**TOTAL BASE BID** \$ 1,663,975.00  
(Numerals)

~~ONE MILLION SIX HUNDRED SIXTY THREE THOUSAND~~ Dollars  
~~FIVE HUNDRED SEVENTY FIVE 500/100~~  
(Amount written in words has precedence)

and 00 Cents

13. SUBCONTRACTORS

13.1. 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:

BLACK WATER DIVERS

Name

1604 NEWPORT AVE DUNED  
Street City

FL 32724  
State Zip

486025A.GN1

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**Surety**

Granite Re, Inc. whose address is

14001 Quailbrook Drive Oklahoma City OK 73134  
Street City State Zip

**Bidder**

The name of the Bidder submitting this Bid is Jim Dolby

Innovative Masonry Restoration LLC doing business at

16264 Lakeside Avenue SE Prior Lake MN 55372  
Street City State Zip

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

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

<u>Dave LaPorte</u>	<u>Jim Dolby</u>
_____	_____
_____	_____

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Bidder


\_\_\_\_\_  
Title

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

Innovative Masonry Restoration LLC  
Name of Corporation

By: Jim Dolby 

Title: Principal

Attest: \_\_\_\_\_  
Secretary

**END OF SECTION**



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

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

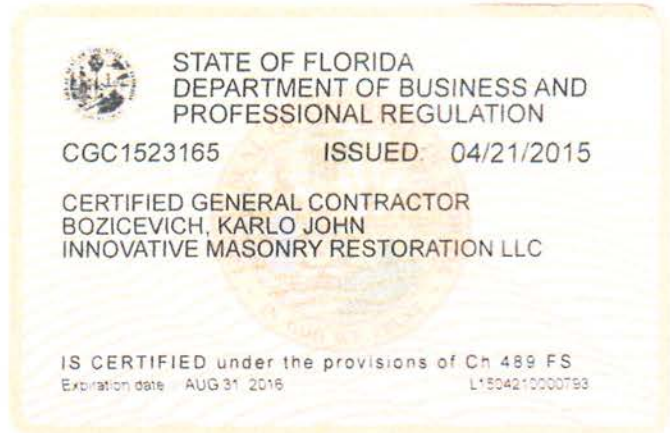
**(850) 487-1395**

**BOZICEVICH, KARLO JOHN  
INNOVATIVE MASONRY RESTORATION LLC  
331 BLUEBIRD LANE  
WOODBURY MN 55125**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER
CGC1523165

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

**BOZICEVICH, KARLO JOHN  
INNOVATIVE MASONRY RESTORATION LLC  
16264 LAKESIDE AVE SE  
PRIOR LAKE MN 55372**



ISSUED: 04/21/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1504210000793

ANTI-KICKBACK AFFIDAVIT

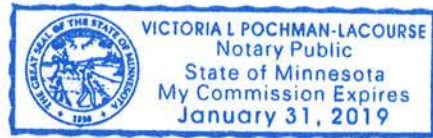
STATE OF FLORIDA )  
 : SS  
COUNTY OF MONROE )

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: [Signature]  
PRINCIPAL, ITR

Sworn and subscribed before me this  
28 day of September, 2015

[Signature]  
NOTARY PUBLIC, State of Florida  
at Large Minnesota



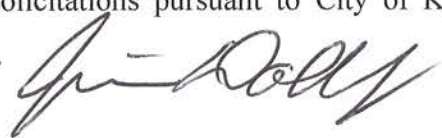
My Commission Expires: 1/31/19

END OF SECTION

**CONE OF SILENCE AFFIDAVIT**

STATE OF Minnesota )  
 : SS  
COUNTY OF Dakota )

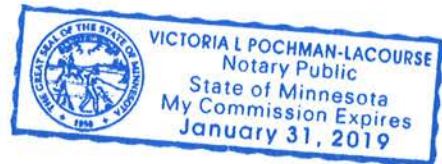
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Innovative Masonry Restoration LLC have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).



Sworn and subscribed before me this

28 day of September, 2015.

Victoria L. Pochman-Lacourse  
NOTARY PUBLIC, State of Minnesota at Large



My Commission Expires: 1/31/19

**Sec. 2-773. Cone of Silence**

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.



## (d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

## (e) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF ~~FLORIDA~~ Minnesota )  
 : SS  
COUNTY OF Dakota )

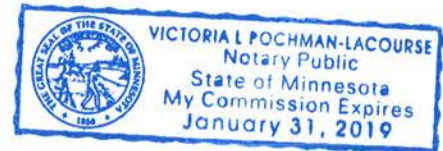
I, the undersigned hereby duly sworn, depose and say that the firm of Innovative Masonry Restoration LLC provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: [Signature]

Sworn and subscribed before me this

28 day of September, 2015.

[Signature]  
NOTARY PUBLIC, State of ~~Florida~~ Minnesota at Large



My Commission Expires: 1/31/19

**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 or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' 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.

**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 SWR Concrete Repairs  
City of Key West, Florida
  
2. This sworn statement is submitted by Innovative Masonry Restoration LLC  
(name of entity submitting sworn statement)  
whose business address is 16264 Lakeside Avenue SE, Prior Lake, MN 55372  
  
\_\_\_\_\_ and (if applicable) its Federal Employer  
Identification Number (FEIN) is 46-4320585  
  
(If the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement \_\_\_\_\_)
  
3. My name is Jim Dolby  
(please print name of individual signing)  
  
and my relationship to the entity named above is Principal
  
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.)

*Jim Dolby*  
 (signature)  
28TH, SEPT. 2015  
 (date)

STATE OF Minnesota  
 COUNTY OF Dakota

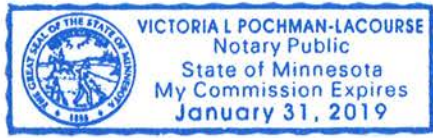
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 28 of September, 2015.

My commission expires: 11/31/19

*Victoria Pochman-Lacourse*  
 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: Innovative Masonry Restoration LLC

SEAL:

16264 Lakeside Avenue SE, Prior Lake, MN 55372  
Address

  
Signature

Jim Dolby  
Print Name

Principal  
Title

DATE:

20TH, SEPT. 2015

**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**

ITEM/SEGMENT NO.: 15-024  
 F.A.P. NO.: \_\_\_\_\_  
 PARCEL NO.: \_\_\_\_\_  
 COUNTY OF: \_\_\_\_\_  
 BID LETTING OF: \_\_\_\_\_, \_\_\_\_\_

I, Jim Dolby, hereby  
 declare that I am Principal of Innovative Masonry Restoration LLC  
 Of Prior Lake, Minnesota  
(NAME) (TITLE) (FIRM) (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Jim Dolby, Principal  
NAME AND TITLE PRINTED

WITNESS: \_\_\_\_\_

BY:   
SIGNATURE

WITNESS: 

Executed on this 28 day of September, 2015

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

**FLORIDA TRENCH SAFETY ACT COMPLIANCE**  
**Trench Excavation Safety System and Shoring**

**CERTIFICATION**

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to the these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>N/A</u>	_____	_____	_____	_____
B. _____	_____	_____	_____	_____

*Jim Dolby*  
 Signature  
28TH, SEPT. 2015  
 Date

STATE OF Minnesota  
 COUNTY OF Dakota

**PERSONALLY APPEARED BEFORE ME, the undersigned authority,**

Jim Dolby, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 28 day of September, 2015.

*Victoria*  
 Notary Public

MY COMMISSION EXPIRES: 1/31/19



SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 15 day of April, 2015

By 

Authorized Signature/Contractor

Jim Dolby/ Principal

Typed Name/Title

Innovative Masonry Restoration LLC

Contractor's Firm Name

16264 Lakeside Avenue SE

Street Address

Building, Suite Number

Prior Lake, MN 55372

City/State/Zip Code

(612) 548-5589


Area Code/ Telephone Number

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance  None	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award  None	<p><b>3. Report Type:</b></p> <input type="checkbox"/> None a. initial filing b. material change  <p><b>For Material Change Only:</b></p> year _____ quarter _____ date of last report _____
<p><b>4. Name and Address of Reporting Entity:</b></p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  None  Congressional District, if known:	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p>   None  Congressional District, if known:	
<p><b>6. Federal Department/Agency:</b></p>  None	<p><b>7. Federal Program Name/Description:</b></p> None CFDA Number, if applicable: _____	
<p><b>8. Federal Action Number, if known:</b></p>  None	<p><b>9. Award Amount, if known:</b></p>  \$ None	



<p><b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i></p> <p style="text-align: center;">None</p> <p style="text-align: right;"><i>(attach Continuation Sheet(s))</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p style="text-align: center;">None</p> <p style="text-align: right;"><i>SF-LLLA, if necessary)</i></p>
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> </p> <hr/> <p><b>Print Name:</b> Jim Dolby</p> <hr/> <p><b>Title:</b> Principal</p> <hr/> <p><b>Telephone No.:</b> (612) 548-5589      <b>Date:</b> 09/28/2015</p>
<p><b>Federal Use Only:</b></p>	<p>Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)</p>

FORM DEP 55-221 (01/01)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

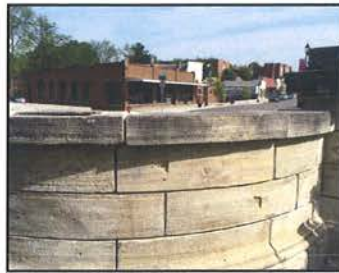


# INNOVATIVE MASONRY RESTORATION, LLC

## Relevant Project Experience

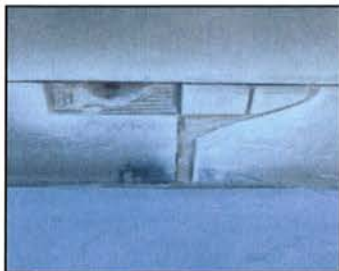
Company: *State of Iowa*  
 Project Name: Historical Guardhouse Renovation  
 Phone Number: (515) 242-5005  
 Contact: Randall Strapp  
 Address: 109 East 13th Street  
 Des Moines, IA 50319

Contract Amount: \$ 18,895  
 Estimated Start Date: April 2015  
 Estimated Completion Date: July 2015  
 Project Description: Stone patching with custom Jahn material on historic guard house



Company: *GSA Rocky Mountain Region*  
 Project Name: Minot Federal Courthouse  
 Phone Number: (701) 566-6129  
 Contact: Ms. Pam Burley  
 Address: 100 1st Street  
 Pleasant Hill, MO

Contract Amount: \$ 87,465  
 Estimated Start Date: April 2015  
 Estimated Completion Date: September 2015  
 Project Description: Corroded steel anchorage caused stone spacing and cracking. Repaired stone spalling and cracking with custom colored stone patching material.





# INNOVATIVE MASONRY RESTORATION, LLC

Company: *Shawnee Mission School District*  
 Project Name: Indian Woods Middle School  
 Phone Number: (913) 993-8500  
 Contact: C. Alen Menn  
 Address: 11475 West 93rd Street  
 Shawnee Mission, KS 66214

Contract Amount: \$ 42,000  
 Estimated Start Date: June 2015  
 Estimated Completion Date: August 2015



Project Description: Existing embedded steel reinforcement was rusting causing cantilevered concrete to spall and crack. Repair was to remove deteriorated concrete, treat remaining steel reinforcement with rust inhibitive paint and patch with concrete.



Company: *City of South Milwaukee*  
 Project Name: Repair of Fascia Walls  
 Phone Number: (414) 768-8053  
 Contact: Mr. Kyke Vandercar  
 Address: 2424 15th Avenue  
 South Milwaukee, WI 53172

Contract Amount: \$ 139,157  
 Estimated Start Date: April 2015  
 Estimated Completion Date: June 2015



Project Description: Vertical/overhead concrete repairs with custom Sika concrete repair patch.





# INNOVATIVE MASONRY RESTORATION, LLC

Company: *Port of Orange*  
Project Name: Warehouse #6 Exterior Concrete Wall Repairs  
Phone Number: (409) 883-4363  
Contact: Debbie Britnell  
Address: 1201 Childers Road  
Orange, TX 77631  
Contract Amount: \$ 92,000  
Estimated Start Date: October 2014  
Estimated Completion Date: January 2015  
Project Description: Vertical concrete patching, re-caulking and steel column modifications.





## ORANGE COUNTY NAVIGATION & PORT DISTRICT

1201 Childers Road • P.O. Box 2410 • Orange, Texas 77631-2410, USA  
Phone: (409) 883-4363 • Fax: (409) 883-5607  
www.portoforange.com

**Gene Bouillion, Port Director & CEO**

July 22, 2015

On October 14, 2014, the Port of Orange awarded a contract to Innovative Masonry Restoration, LLC (Innovative Masonry) for concrete wall repairs on one of our warehouses. Innovative Masonry was very quick to take care of completing all appropriate documents as required by us for auditing purposes. Once all of the documents were completed Innovative Masonry mobilized quickly to begin the work.

All of the employees worked steady and were very professional. The employees were quick to communicate with us if there were any problems with the project as well as assisting with problem solving recommendations. The Port of Orange never encountered any problems during the three (3) months Innovative Masonry worked on the project. The repairs were completed in a timely manner with no delays. The Port of Orange would definitely use and recommend Innovative Masonry for any concrete repairs.

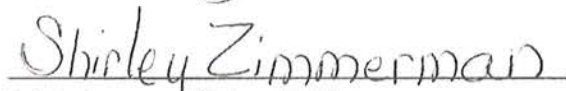
  
Debbie Britnell, Project Coordinator

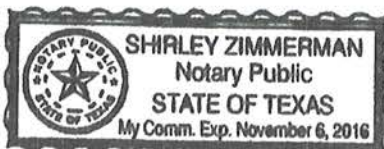
State of Texas  
County of Orange

Before me, Shirley Zimmerman, notary public, State of Texas, on this day, personally appeared Debbie Britnell known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration expressed herein.

Given under my hand and seal of office this 22nd day of July, 2015.

  
Signature of Notary Public

  
Printed name of Notary Public



NOTARY PUBLIC, STATE OF TEXAS

### BOARD OF COMMISSIONERS:

Jerry G. Hughes, Sr., President • James A. Smith, Vice President • Keith Wallace, Secretary  
Barbara Winfree, Treasurer • John W. Young, Jr., Commissioner



# INNOVATIVE MASONRY RESTORATION, LLC

James C. Dolby  
*Principal*

Email:  
jim@imrestoration.com

Cell:  
(612) 554-5594

Fax:  
(888) 751-5402

Education:

University of WI Stout  
Bachelor of Science  
Construction Management

Organizations/Volunteering:

Builders Owners and  
Managers Association

Community Associations  
Institute- Heartland Chapter

Walk on Water (WOW)-  
Mentoring youths through  
waterskiing

As one of the Principals of Innovative Masonry Restoration; Jim brings over 18 years of solid project management experience totaling over \$36 million dollars in restoration, preservation and maintenance of exterior and interior masonry surfaces.

Jim's focus is to provide extraordinary customer service while ensuring each and every project is completed to the owners specifications and within budget.

### Relevant Project Experience

#### Boyd Tower and General Hospital- University of Iowa

**Project Total:** \$ 513,045

**Description:** Project consisted of cleaning, tuckpointing, brick replacement and recaulking on a fully active hospital.



#### Winona State University - Sheehan Hall- Winona, MN

**Project Total:** \$ 683,930

**Description:** Cleaning, thru-wall flashing, lintel replacement, tuckpointing, brick rebuilding and window modifications on a 13 story dormitory hi-rise.



#### Buena Vista Condominiums- Rochester, MN

**Project Total:** \$ 1,016,600

**Description:** IFS, railing replacement, light gauge metal framing, structural steel, caulking, spot tuckpointing, brick replacement, new vertical expansion joints and painting.



#### Union Storage and Transfer Remodel- Fargo, ND

**Project Total:** \$ 985,000

**Description:** 100% tuckpointing, cleaning, graffiti removal, brick replacement and rebuilding, lintel replacement, thru-wall flashing, cast stone and terra cotta replacement, concrete patching and window modifications.







# INNOVATIVE MASONRY RESTORATION, LLC

## Relevant Project Experience

James C. Dolby  
*Principal*

Email:  
jim@imrestoration.com

Cell:  
(612) 554-5594

Fax:  
(888) 751-5402

### Memorial Hall Tuckpointing- Racine, WI

**Project Total:** \$ 95,000

**Description:** 100% tuckpointing, cleaning, recaulking, stone and concrete patching and epoxy injection.

### Iowa DNR Fairgrounds Building- Des Moines, IA

**Project Total:** \$ 343,509

**Description:** Exterior historical masonry restoration including 100% tuckpointing, brick and stone replacement, stone patching, painting and electrical.

### Private Residence- St. Paul, MN

**Project Total:** \$ 244,000

**Description:** Exterior historical masonry restoration including 100% tuckpointing, cleaning, brick and stone replacement, stone patching and thru-wall flashing.

### Warehouse #6 Exterior Concrete Wall Repairs -Orange, TX

**Project Total:** \$ 92,000

**Description:** Concrete patching, recaulking and steel column modifications.

### Pleasant Hill High School- Pleasant Hill, MO

**Project Total:** \$ 73,000

**Description:** Re-caulking, spot tuckpointing, cleaning and waterproofing.



# INNOVATIVE MASONRY RESTORATION, LLC

## Relevant Project Experience

James C. Dolby  
*Principal*

Email:  
jim@imrestoration.com

Cell:  
(612) 554-5594

Fax:  
(888) 751-5402

### Cherokee Mental Health Institute- Ames, IA

**Project Total:** \$ 261,496

**Description:** Exterior historical masonry restoration including chemical cleaning, 100% tuckpointing brick and stone replacement.

### 6600, 6620, and 6640 Johnson Drive- Kansas City, MO

**Project Total:** \$ 4,510

**Description:** Recaulking of verticle expansion joints, windows and chemical cleaning.

### West Stadium- Scottsbluff, NE

**Project Total:** \$ 73,000

**Description:** 100% tuckpointing

### The Landing Shopping Center Parking- Kansas City, MO

**Project Total:** \$ 11,507

**Description:** Recaulking of deck joints, routing and sealing of deck cracks, concrete patching and application of deck coating.



# INNOVATIVE MASONRY RESTORATION, LLC

David LaPorte  
*Principal*

Email:  
dave@imrestoration.com

Cell:  
952) 457-3818

Fax:  
(888) 751-5402

Professional Organizations:

YPO/WPO  
Young Presidents' Orga-  
nization/World Presidents'  
Organization - 10 Years

CEO-Roundtable- 14 Years

Board Experience:

CEO-Roundtable

Rockler Companies, Inc.

WindRider International, LLC

Northern Tool & Equipment  
Inc.

As one of the Principals of Innovative Masonry Restoration; David LaPorte brings over 30-years of professional experience as a Senior Management Executive in a variety of market segments.

David's focus is providing strategic leadership for the company by working to establish long-range goals, strategies, plans, and policies.

Professional Experience

Rockler Companies

Served over 17-years as the President & Chief Operating Officer and Equity Partner for Rockler Companies, Inc a multi-channel distributor of woodwork- ing tools and supplies with over 600 employees. Under his leadership the company saw a revenue growth from \$ 27 million to \$ 126 million.

Northern Tool & Equipment

As a member of the Senior Executive team, David participated and helping the organization grow significantly from \$ 38 million to over \$ 500 million in revenue as one of the largest manufactures and distributors of industrial tools and supplies.

Innovative Masonry Restoration sets the bar very high on every project so that we ensure that we exceed each and every clients expectation.



# INNOVATIVE MASONRY RESTORATION, LLC

Matt Pitz  
*Project Manager*

Email:  
matt@imrestoration.com

Cell:  
(651) 564-0068

Fax:  
(888) 751-5402

Education:

OSHA 10 Hour

Lead Awareness Training

Matt has over 18-years experience in supervising and performing masonry restoration projects.

Matt has overseen projects ranging from \$100,000 up to \$ 4.1 Million. His vast range makes him ready to handle any challenge.

## ***Relevant Project Experience***

### *Winona State University - Sheehan Hall- Winona, MN*

**Project Total:** \$ 683,930

**Description:** Cleaning, thru-wall flashing, lintel replacement, tuckpointing, brick rebuilding and window modifications on a 13 story dormitory hi-rise.



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**Project Total:** \$ 1,016,600

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**Project Total:** \$ 343,509

**Description:** Exterior historical masonry restoration including 100% tuckpointing, brick and stone replacement, stone patching, painting and electrical.





It's the Intellectual Capital™

7600 Parklawn Avenue  
Edina, MN 55435-5817  
P: 952.831.6600  
F: 952.831.1828

[www.fidelitybankmn.com](http://www.fidelitybankmn.com)

June 23, 2015

To Whom It May Concern:

Please consider this letter an endorsement of Innovative Masonry Restoration, LLC and its ownership/management. The owners bring a wealth of industry and general business experience to the company. Since my initial meeting with the principals, they have provided accurate and timely financial information. Furthermore, management has demonstrated a commitment to maintaining a well-capitalized business and has demonstrated adequate liquidity and financial reserves. These factors have all contributed to Fidelity Bank's extension of credit to assist the company with its operational and growth plans in the coming years.

If you need additional info, please feel free to contact me directly at (952) 830-7221.

Regards,

A handwritten signature in black ink, appearing to read "Jeff Campbell".

Jeff Campbell  
Vice President



**PATE  
BONDING  
INC.**

1276 So. Robert St. • West St. Paul, MN 55118 • Phone: (651) 457-6842 • Fax: (651) 457-7531 • Web Site: [www.patebonding.com](http://www.patebonding.com)

June 23, 2015

RE: Innovative Masonry Restoration LLC  
Prior Lake, MN

To Whom It May Concern:

We are writing to you at the request of Innovative Masonry Restoration LLC. Pate Bonding, Inc. has handled the bond needs for Innovative Masonry Restoration LLC since 2013. Innovative Masonry Restoration LLC has a current bond program of \$2,000,000.00 Single and \$4,000,000.00 Aggregate.

If a contract is awarded to Innovative Masonry Restoration LLC it is our present intention to become Surety on the Performance and Payment Bonds required by the contract. This is contingent upon our satisfaction with the contract documents and Innovative Masonry Restoration LLC continuing to satisfy other underwriting considerations.

Any arrangement for Bonds required by the contract is a matter between Innovative Masonry Restoration LLC and the Surety and we assume no liability to you or your third parties, if for any reason we do not execute these Bonds.

Please feel free to contact me should you require any additional information regarding Innovative Masonry Restoration LLC current bond program.

Sincerely,

Troy Staples

TS:tlf

cc: Innovative Masonry Restoration LLC  
Kraus-Anderson Insurance