

BIDDING REQUIREMENTS

AND

CONTRACT FORMS

CONTRACT DOCUMENTS FOR:



ITB # 15-013
CEMETERY SEXTON'S HOUSE
PROJECT #CE1002

February 2015

MAYOR: CRAIG CATES

COMMISSIONERS:

TONY YANIZ

JIMMY WEEKLEY

MARK ROSSI

BILLY WARDLOW

CLAYTON LOPEZ

TERI JOHNSTON

PREPARED BY:
City Of Key West
Engineering Services

COPY NO. _____

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

for

CEMETERY
SEXTON'S HOUSE

CONSISTING OF:
BID REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
SCOPE OF WORK
SPECIFICATIONS
DRAWINGS

KEY WEST, FLORIDA

FEBRUARY 2015

Project No. CE1002

Copy No. _____

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. 15-013:
CEMETERY SEXTON'S HOUSE

ISSUE DATE: WEDNESDAY, FEBRUARY 25, 2015

MAIL OR SPECIAL
DELIVERY REPOSSES TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVE
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: WEDNESDAY, MARCH 25, 2015

NOT LATER THAN: 3:00 P.M. LOCAL TIME

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

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PART 1
BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB #15-013 CEMETERY SEXTON'S HOUSE CE1002, addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler St., Key West Florida, 33040 until 3:00 pm on March 25, 2015 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) one original and (1) one flash drive with one single PDF file of the entire bid package. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "BID FOR CEMETERY SEXTON'S HOUSE CE1002" addressed and delivered to the City Clerk at the address noted above.

The project consists of the construction of a new story one story CBS structure and sitework. **The Owner will complete demolition and clear site of foundations prior to issuing Notice to Proceed.**

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West website <http://www.cityofkeywest-fl.gov/egov/apps/document/center.egov?view=item;id=5100>. For bid package access on Demand Star, please contact Onvia at www.demandstar.com or call 1-800-711-1712.

A **pre-bid meeting** will be held in the conference room at 3126 Flagler Avenue, Key West, Florida on **Tuesday, March 3, 2015 at 9:00 a.m.**

The successful Bidder may be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. The Bidder will be required to furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents. Specifically, Bidder shall demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes.

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

All bid bonds, contract 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.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

For information concerning the proposed work or for appointment to visit the site of the proposed work, contact Devon Steckly, Senior Project Manager, Engineering Services Department for the City of Key West at (305) 809-3747 or dsteckly@cityofkeywest-fl.gov.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City.

* * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of Devon Steckly, Senior Project Manager, dsteckly@cityofkeywest-fl.gov, in writing (at least 10 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the Engineer, prior to bid opening, any information that he may have as to subsurface conditions and

surface topography at the worksite.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. LUMP SUM

The Proposal for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the Proposal. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal.

The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by Technical Specification Divisions included in the Base Bid and it shall be used as a basis for payment. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Proposal for work contemplated; all Proposals in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the

corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in CBS construction and related work. Such experience record shall provide at least five current or recent projects of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

Anti-Kickback Affidavit
Public Entity Crimes Form
Indemnification Form
Local Vendor Certification
City of Key West Business License Tax Receipt
Domestic Partnership Affidavit
Cone of Silence Affidavit

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL bid package and one (1) FLASH DRIVE containing a single PDF file of the entire bid package.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders who's BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Proposals they accompanied.

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within one hundred five (105) days after the opening of Proposals.

The CITY reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID (Base Bid + Owner Selected Bid Alternates) from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of

acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site and with his own organization, labor equivalent to at least forty (40) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the client's advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; PROVIDED prior written approval of such reduction is obtained by the contractor from the Engineer.

Each Bidder must furnish with his Proposal a list of the items that he will perform with his own forces and the estimated total cost of these items.

18. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Proposal.

The term of this contract will be 150 days.

* * * * *

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

PROPOSAL

To: The City of Key West
Address: 3126 Flagler Street, Key West, Florida 33041
Project Title: CEMETERY SEXTON'S HOUSE CE1002

Bidder's contact person for additional information on this Proposal:

Company Name: MINGO AND COMPANY, LLC
Contact Name & Telephone #: TIM ROOT 305 293-0442
Email Address: tim@mingoandco.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, 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.

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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal 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 Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

All contractors and subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	\$2,000,000 Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products-Comp / Op Aggregate \$1,000,000 Personal Injury \$300,000 Fire Damage / Legal
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Coverage must include the following:

- | | |
|-----------------------------------|--|
| - Contractual Liability | - Commercial Form |
| - CG2010 (1185) or Equivalent | - Broad Form Property Damage |
| - No exclusion for XCU | - Premises / Operations |
| - Products / Completed Operations | - Independent Contractors (if any part of the work is to be subcontracted out) |
| - Personal Injury | |

Automobile Liability:	\$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
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Additional Umbrella Liability:	\$2,000,000 Occurrence / Aggregate
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Worker's Compensation: Employer's Liability:	Statutory \$1,000,000 Each Accident \$1,000,000 Disease-Policy Limit \$1,000,000 Disease-Each Employee
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The Contractor will be required to provide Builders Risk insurance for the completed value of the project.

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Contractors and subcontractors must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Contractor's policies must be endorsed to give no less than thirty (30) day notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days after the date of the Notice to proceed and to complete the project, in all respects within 150 calendar days after the date of the Notice to Proceed.

Notice to Proceed will not be issued until Owner completes performing Division 2A Demolition

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2,
3, 4, _____, _____, _____, _____, _____, _____, _____, _____,
(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 Proposal(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.

LUMP SUM ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

ADDENDUM NO. 1
ITB 15-013
PROJECT CE1002 - CEMETERY SEXTON'S
HOUSE

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. **Drawing C1 - Site Plan and Detail 6/C1 Bicycle Racks** (NIC) Not Included in Contract nomenclature is in error. Furnishing and Installing Bicycle Racks are included in Contract per Specification Division 12 - Bicycle Racks.
2. **Drawing M1 – Reflected Floor HVAC Plan** incorrectly details venting Exhaust Fan EF-1 through wall. Specification Division 15B –Section 2 G specifies venting exhaust fan through roof.
3. **Drawing A6 Detail 6/A6 Eave at Bay Window Roof Detail 8/A6** does not exist and this detail 8/A6 will not be provided.
4. **ADA Ramp - Bid Alternate No. 10 - Sheet 1** enclosed. Furnish and install ADA Access Ramp with ancillary items to front door porch in lieu of constructing all Edge Walls with Piers and Swale A.

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

Signature

Name of Business

MINGO AND COMPANY



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

ADDENDUM NO. 2
ITB 15-013
PROJECT CE1002 - CEMETERY SEXTON'S
HOUSE

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. **Lintels at Typical CMU Wall Openings**, in lieu of constructing wall openings as shown on drawing A5's various building sections. - All exterior CMU wall opening lintels with exception to the front door shall be constructed of cast-in-place concrete with a minimum of 8" bearing on each side of wall opening. Lintels shall be reinforced with 2 - #4 reinforcing steel bottom horizontal bars tied to vertical #4 bars with a minimum of 40d development length on each side of wall openings and #3 stirrups at 10" on center reaching from Tie Beam TB-1 top horizontal bars to lintel bottom horizontal bars. Lintels to be cast-in place monolithically with Tie-Beam TB-1.
2. **Lintel at Front Door CMU Wall Opening** - The lintel above front door arched transom shall be cast-in-place concrete with a minimum of 16" bearing on each side of wall opening. This cast-in-place arch shall extend from the closest CMU joint at or below the spring line up to the top of Tie Beam TB-1. Additionally, this cast-in-place arch shall be reinforced with 2 - #4 reinforcing steel bars placed diagonally on either side of arch and tied to vertical #4 bars with a minimum of 40d development length on each side of wall opening. This cast-in-place concrete arch lintel shall be placed monolithically with Tie-Beam TB-1.

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

Signature

Mingo AND COMPANY
Name of Business



THE CITY OF KEY WEST
Post Office Box 1409
Key West, FL 33041-1409

ADDENDUM NO. 3
ITB 15-013
PROJECT CE1002 - CEMETERY SEXTON'S
HOUSE

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

Planholder RFIs:

1. All Building Exterior Doors and Windows Minimum Design Pressure Requirements:

Division 8A Hardwood Front Door and Transom (Base Bid), 2. Materials, b. Quality Standards:
Add - Door does not have a minimum design pressure requirement, due to Division 8G Impact Storm Panels provide opening storm protection.

Division 8B Mahogany Front Door and Transom (Alternate No. 4), 2. Materials, b. Quality Standards: Add - Door minimum design pressure requirements per ASCE 7-10 and 2010 FBC are +43.1 / - 46.9 psf.

Division 8D Hollow Metal Doors and Frames, 1. General Requirements, h. Standards of Performance: Add - Door minimum design pressure requirements per ASCE 7-10 and 2010 FBC are +43.1 / -46.9 psf.

Division 8F Windows, 2. Materials, b. Standards: Add - Window minimum design pressure requirements per ASCE 7-10 and 2010 FBC are + 45.1 / - 60.4 psf.

2. Exterior Wood Doors suggested Manufacturer and Model Type:

Division 8A Hardwood Front Door and Transom (Base Bid), 2. Materials, a. Materials: Add – Hardwood Front Door and Transom suggested manufacturing by Estate Millwork of Pittsburgh, Pennsylvania and a model type of Robert Adam or approved equal by owner.

Division 8B Mahogany Front Door and Transom (Alternate No. 4), 2. Materials, a. Materials:

Add - Mahogany Front Door and Transom suggested manufacturing by Caoba Doors of Philadelphia, Pennsylvania and model type of 8070 or approved equal by owner.

3. Hollow Metal Doors suggested Manufacturer and Model Type:

Division 8D Hollow Metal Doors and Frames, 2. Materials: Manufacturer specified as Currie Doors and Frames or approved equal by Owner. Add – Currie Systems suggested model series is 707 or approved equal by owner.

4. Transom Window suggested Manufacturer and Model Type:

Division 8A Hardwood Front Door and Transom (Base Bid), 2. Materials, d. Construction
2. Transom c. Glass: Clear, fixed 1/8” authentic divided lites. Add - Transom Window manufacturer shall be a supplier of the door manufacturer’s selection.

Division 8B Mahogany Front Door and Transom (Alternate No. 4), 2. Materials, d. Construction,
2. Transom c. Glass: Clear, fixed impact. Add – Transom Window manufacturer shall be a supplier of the door manufacturer’s selection which provides a window meeting minimum design pressures requirements per ASCE 7-10 and 2010 FBC of +43.1 / -46.9 psf.

5. Addendum No. 1 - ADA Ramp (Alternate No. 10) Structural Design:

Sheet 1 of 1: Replace Note 3: ADA Ramp Structural Design shall be per Drop Slab at Entrance Porch Design on Sheet S3 Detail 8/S3 meeting minimum slab edge and slab on grade thicknesses and reinforcing steel configuration.

6. Addendum No. 1 – ADA Ramp (Alternate No. 10) ADA Compliant Aluminum Handrail Specifications:

Division 5: Structural Steel and Miscellaneous Iron, A. General: Add - 9. Submittals: ADA Ramp (Alternate No. 10) Submit for the Owner’s representative’s approval manufacturer’s handrail system shop drawings.

Division 5: Structural Steel and Miscellaneous Iron, B Materials: Add - 4. ADA Compliant Handrails shall be constructed of 1 1/2” O.D. diameter Schedule 40 anodized aluminum double bar handrails as manufactured by Handi-Ramp of Libertyville, Illinois or approved equal by Owner.

Division 5: Structural Steel and Miscellaneous Iron, C Execution, 1. Fabrication: Add - g. ADA Compliant Handrails shall be fabricated and installed in compliance with the enclosed pages 4 – 6, Florida Accessibility Code for Building Construction Section 505 Handrails and manufacturer Handi-

Ramp of Libertyville, Illinois or approved equal by Owner anchoring recommendations.

7. Addendum No. 1 – ADA Ramp (Alternate No. 10) Fire Hydrant Relocation:

Sheet 1 of 1: Amend Note - 4: Contractor to coordinate *all activities* and pay *all associated costs* for a complete fire hydrant relocation with sidewalk replacement to provide a minimum of 3 foot clearance between the fire hydrant and ramp landing; *fire hydrant complete relocation not only inclusive of obtaining all permits, coordinating/performing all pedestrian/vehicle traffic control and coordinating/performing all civil/mechanical type functions.*

8. Prefabricated Column Rough Dimension Clarification:

Division 6E Prefabricated Columns, 1. General Requirements, 7. Manufacturer, b.: No Revision to original specification - Base Diameter shall be nominal 14" (13-5/8"). Neck diameter shall be 12". Overall length of column shall be 9'-0", delivered.

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

Signature

Name of Business

MINGO AND COMPANY

504.6 Handrails. Stairs shall have handrails complying with 505.

504.7 Wet Conditions. Stair treads and landings subject to wet conditions shall be designed to prevent the accumulation of water.

505 HANDRAILS

505.1 General. Handrails provided along walking surfaces complying with 403, required at ramps complying with 405, and required at stairs complying with 504 shall comply with 505.

Advisory 505.1 General. Handrails are required on ramp runs with a rise greater than 6 inches (150 mm) (see 405.8) and on certain stairways (see 504). Handrails are not required on walking surfaces with running slopes less than 1:20. However, handrails are required to comply with 505 when they are provided on walking surfaces with running slopes less than 1:20 (see 403.6). Sections 505.2, 505.3, and 505.10 do not apply to handrails provided on walking surfaces with running slopes less than 1:20 as these sections only reference requirements for ramps and stairs.

505.2 Where Required. Handrails shall be provided on both sides of stairs and ramps.

EXCEPTION: In *assembly areas*, handrails shall not be required on both sides of aisle ramps where a handrail is provided at either side or within the aisle width.

505.3 Continuity. Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.

EXCEPTION: In *assembly areas*, handrails on ramps shall not be required to be continuous in aisles serving seating.

505.4 Height. Top of gripping surfaces of handrails shall be 34 inches (865 mm) minimum and 38 inches (965 mm) maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.

Advisory 505.4 Height. The requirements for stair and ramp handrails in this code are for adults. When children are the principal users in a building or facility (e.g., elementary schools), a second set of handrails at an appropriate height can assist them and aid in preventing accidents. A maximum height of 28 inches (710 mm) measured to the top of the gripping surface from the ramp surface or stair nosing is recommended for handrails designed for children. Sufficient vertical clearance between upper and lower handrails, 9 inches (230 mm) minimum, should be provided to help prevent entrapment.

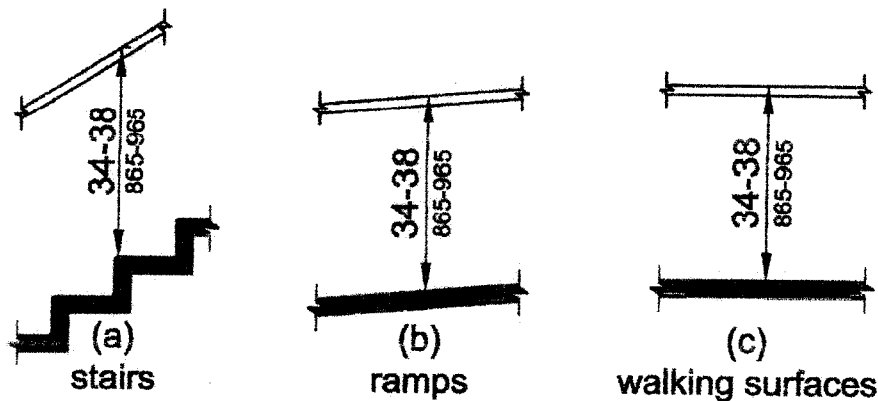
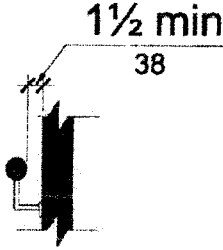


FIGURE 505.4
HANDRAIL HEIGHT

505.5 Clearance. Clearance between handrail gripping surfaces and adjacent surfaces shall be $1\frac{1}{2}$ inches (38 mm) minimum.



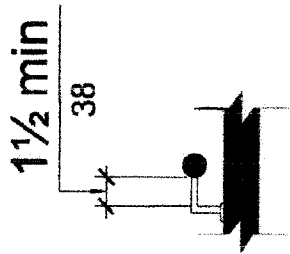
**FIGURE 505.5
HANDRAIL CLEARANCE**

505.6 Gripping Surface. Handrail gripping surfaces shall be continuous along their length and shall not be obstructed along their tops or sides. The bottoms of handrail gripping surfaces shall not be obstructed for more than 20 percent of their length. Where provided, horizontal projections shall occur $1\frac{1}{2}$ inches (38 mm) minimum below the bottom of the handrail gripping surface.

EXCEPTIONS:

1. Where handrails are provided along walking surfaces with slopes not steeper than 1:20, the bottoms of handrail gripping surfaces shall be permitted to be obstructed along their entire length where they are integral to crash rails or bumper guards.
2. The distance between horizontal projections and the bottom of the gripping surface shall be permitted to be reduced by $\frac{1}{8}$ inch (3.2 mm) for each $\frac{1}{2}$ inch (13 mm) of additional handrail perimeter dimension that exceeds 4 inches (100 mm).

Advisory 505.6 Gripping Surface. People with disabilities, older people, and others benefit from continuous gripping surfaces that permit users to reach the fingers outward or downward to grasp the handrail, particularly as the user senses a loss of equilibrium or begins to fall.



**FIGURE 505.6
HORIZONTAL PROJECTIONS BELOW GRIPPING SURFACE**

505.7 Cross Section. Handrail gripping surfaces shall have a cross section complying with 505.7.1 or 505.7.2.

505.7.1 Circular Cross Section. Handrail gripping surfaces with a circular cross section shall have an outside diameter of $1\frac{1}{4}$ inches (32 mm) minimum and 2 inches (51 mm) maximum.

505.7.2 Non-Circular Cross Sections. Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches (100 mm) minimum and $6\frac{1}{4}$ inches (160 mm) maximum, and a cross-section dimension of $2\frac{1}{4}$ inches (57 mm) maximum.

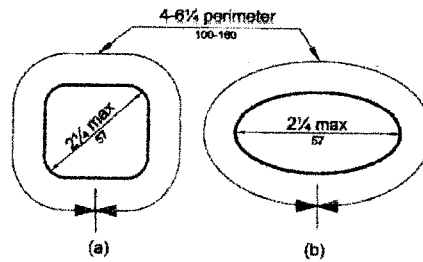


FIGURE 505.7.2
HANDRAIL NON-CIRCULAR CROSS SECTION

505.8 Surfaces. Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive *elements* and shall have rounded edges.

505.9 Fittings. Handrails shall not rotate within their fittings.

505.10 Handrail Extensions. Handrail gripping surfaces shall extend beyond and in the same direction of stair flights and *ramp* runs in accordance with 505.10.

EXCEPTIONS:

1. Extensions shall not be required for continuous handrails at the inside turn of switchback or dogleg stairs and *ramps*.
2. In *assembly areas*, extensions shall not be required for *ramp* handrails in aisles serving seating where the handrails are discontinuous to provide access to seating and to permit crossovers within aisles.
3. In *alterations*, full extensions of handrails shall not be required where such extensions would be hazardous due to plan configuration.

505.10.1 Top and Bottom Extension at Ramps. *Ramp* handrails shall extend horizontally above the landing for 12 inches (305 mm) minimum beyond the top and bottom of *ramp* runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent *ramp* run.

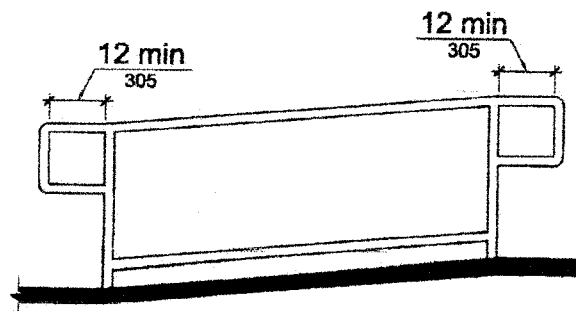


FIGURE 505.10.1
TOP AND BOTTOM HANDRAIL EXTENSION AT RAMPS

505.10.2 Top Extension at Stairs. At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches (305 mm) minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

**ADDENDUM NO. 4
ITB 15-013
PROJECT CE1002 - CEMETERY SEXTON'S
HOUSE**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. **Drawing A2 – Door Schedule** incorrectly identifies door numbers 1, 2, 3, 4, 5, 6, 7, 10, and 11 size widths and door rough opening widths. Furnish and install minimum door size widths of 3'-0" and construct door rough opening widths to accommodate 3'-0" wide doors per enclosed 2012 Florida Accessibility Code 404 Doors, Doorways, and Gates (pages 2 and 3) in lieu of furnishing and installing door size widths and constructing door rough opening widths detailed on Drawing A2 – Door Schedule.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 4 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name of Business

Mingo AND COMPANY

403.5.3 Passing Spaces. An *accessible* route with a clear width less than 60 inches (1525 mm) shall provide passing *spaces* at intervals of 200 feet (61 m) maximum. Passing *spaces* shall be either: a *space* 60 inches (1525 mm) minimum by 60 inches (1525 mm) minimum; or, an intersection of two walking surfaces providing a T-shaped space complying with 304.3.2 where the base and arms of the T-shaped space extend 48 inches (1220 mm) minimum beyond the intersection.

403.6 Handrails. Where handrails are provided along walking surfaces with *running slopes* not steeper than 1:20 they shall comply with 505.

Advisory 403.6 Handrails. Handrails provided in elevator cabs and platform lifts are not required to comply with the requirements for handrails on walking surfaces.

404 Doors, Doorways, and Gates

404.1 General. Doors, doorways, and gates that are part of an *accessible* route shall comply with 404. **EXCEPTION:** Doors, doorways, and gates designed to be operated only by security personnel shall not be required to comply with 404.2.7, 404.2.8, 404.2.9, 404.3.2 and 404.3.4 through 404.3.7.

Advisory 404.1 General Exception. Security personnel must have sole control of doors that are eligible for the Exception at 404.1. It would not be acceptable for security personnel to operate the doors for people with disabilities while allowing others to have independent access.

404.2 Manual Doors, Doorways, and Manual Gates. Manual doors and doorways and manual gates intended for user passage shall comply with 404.2.

404.2.1 Revolving Doors, Gates, and Turnstiles. Revolving doors, revolving gates, and turnstiles shall not be part of an *accessible* route.

404.2.2 Double-Leaf Doors and Gates. At least one of the active leaves of doorways with two leaves shall comply with 404.2.3 and 404.2.4.

404.2.3 Clear Width. Door openings shall provide a clear width of 32 inches (815 mm) minimum. Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees. Openings more than 24 inches (610 mm) deep shall provide a clear opening of 36 inches (915 mm) minimum. There shall be no projections into the required clear opening width lower than 34 inches (865 mm) above the finish floor or ground. Projections into the clear opening width between 34 inches (865 mm) and 80 inches (2030 mm) above the finish floor or ground shall not exceed 4 inches (100 mm).

EXCEPTIONS: 1. In *alterations*, a projection of 5/8 inch (16 mm) maximum into the required clear width shall be permitted for the latch side stop.

2. Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground.

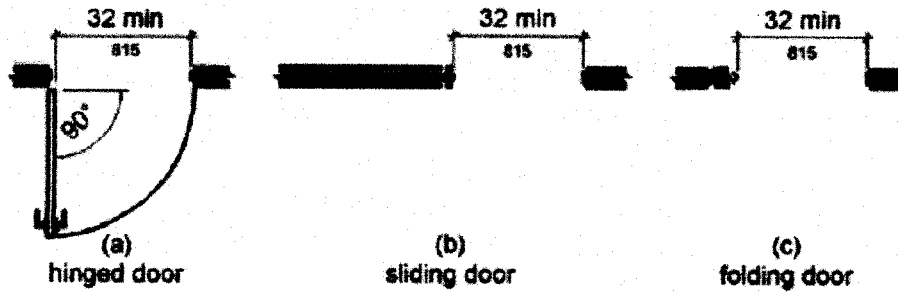


Figure 404.2.3
Clear Width of Doorways

404.2.4 Maneuvering Clearances. Minimum maneuvering clearances at doors and gates shall comply with 404.2.4. Maneuvering clearances shall extend the full width of the doorway and the required latch side or hinge side clearance.

EXCEPTION: Entry doors to hospital patient rooms shall not be required to provide the clearance beyond the latch side of the door.

404.2.4.1 Swinging Doors and Gates. Swinging doors and gates shall have maneuvering clearances complying with Table 404.2.4.1.

Table 404.2.4.1 Maneuvering Clearances at Manual Swinging Doors and Gates

Type of Use		Minimum Maneuvering Clearance	
Approach Direction	Door or Gate Side	Perpendicular to Doorway	Parallel to Doorway (beyond latch side unless noted)
From front	Pull	60 inches (1525 mm)	18 inches (455 mm)
From front	Push	48 inches (1220 mm)	0 inches (0 mm) ¹
From hinge side	Pull	60 inches (1525 mm)	36 inches (915 mm)
From hinge side	Pull	54 inches (1370 mm)	42 inches (1065 mm)
From hinge side	Push	42 inches (1065 mm) ²	22 inches (560 mm) ³
From latch side	Pull	48 inches (1220 mm) ⁴	24 inches (610 mm)
From latch side	Push	42 inches (1065 mm) ⁴	24 inches (610 mm)

1. Add 12 inches (305 mm) if closer and latch are provided.
2. Add 6 inches (150 mm) if closer and latch are provided.

3. Beyond hinge side.
4. Add 6 inches (150 mm) if closer is provided.

BID ALTERNATES

NOTE: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO BID ALTERNATE ITEMS. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATES WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

- 1. Furnish and Install Metal Shingle Roof in lieu of Metal V-Crimp Roof
1 LS \$ 4,169.00

- 2. Furnish and Install Wood Flooring (includes slab block-out) in Family Room (Room No. 3) in lieu of Vinyl Tile
1 LS \$ 6,087.00

- 3. Furnish and Install Cabinetry in Storeroom (Room No. 6) in lieu of Cabinetry and Adjustable Shelving
1 LS \$ 2,120.00

- 4. Furnish and Install Mahogany Impact Door and Transom (MK No. 1) in lieu of White Oak Door and Transom and Storm Panel
1 LS \$ 2,645.00

- 5. Furnish and Install Air Handling Unit in Attic Space above Maintenance (Room No. 9) and shifting Communications (Room 11) in lieu of installing Air Handling Unit in A/C Closet (Room No. 10)
1 LS \$ 2,430.00

- 6. Delete All Exterior Moldings and Related Wood Blocking/CFB, Water Table, Stucco Building Base, 1" Vent with Insect Screen, Mock-Up Section and adjust base bid Facia height and Soffit width along with installing acceptable Pre-manufactured Vents at 10' o.c. spacing
1 LS \$ 12,279

- 7. Furnish and install a MK "C" Window with related adjustments to wall construction in lieu of constructing Bay in Office (Room No. 4)
1 LS \$ 6,143

- 8. Furnish and install Cellular PVC Exterior Window Sills in lieu of Precast Concrete Window Sills
1 LS \$ 2,000

- 9. Furnish and install Cellular PVC Interior Window Sills in lieu of Marble Window Sills
1 LS \$ N/C

10. Construct ADA Ramp with Ancillary Items to Front Door Porch as detailed on Addendum 1's Sheet 1 in lieu of constructing all Edge Walls with Piers and Swale A

1 LS

\$ 6,938.00

The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by Technical Specification Divisions included in the Base Bid and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the suppliers invoice plus 10 %.

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

<u>Supervision</u>	<u>Interior Crown</u>
<u>Project Management</u>	<u>Interior B-Board</u>
<u>Roof framing</u>	<u>Interior Window & Door Casings</u>
<u>Interior framing & furring</u>	<u>Window Install</u>
<u>Soffit & fascia</u>	<u>Column Install</u>
<u>Cleanup</u>	<u>Hardware</u>
<u>Dump & clean</u>	<u>Bath accessories</u>

\$ 230,000.00

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:

Schiff Construction
Name
Professional Bldg. , KW , FLA , 33040
Street City State Zip

Grays Plumbing
Name
6409 Second Terrace , KW , FL , 33040
Street City State Zip

Wearshore Elec
Name
5680 first Ave , KW , FL , 33040
Street City State Zip

Subzero HVAC
Name
6003 Peninsular , KW , FL , 33040
Street City State Zip

SURETY

IN SOURCE whose address is
9500 S. PAPELAND BLVD. 4TH FLOOR, MIAMI, FL, 33156-2867
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

MINGO AND COMPANY, LLC doing business at
5580 1ST AVE., KEY WEST, FL, 33040
Street City State Zip

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

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

DOMINGO CASTELLANOS

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2015.

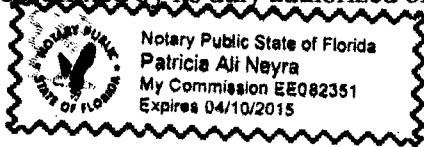
Signature of Bidder

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 25 day of MARCH 2015.

(SEAL)



MINGO AND COMPANY, LLC
Name of Corporation

By [Signature]

Title OWNER

Attest [Signature]

Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary.)

SEE ATTACHED

EXPERIENCE OF BIDDER

West Marine Super Store @ Conch Harbor 2/2013 - 8/2013 3.4 Million

Design/Build 15,000 sqft. building, parking, site drainage,
Craig Hunt (owner Conch Harbor Retail) 305-923-9438
Rick Milelli Meridian Engineering 305-481-0400

Southernmost Hotel Collection 6/2012 – 10/2012 2.3 Million

Simonton Wing- 54 existing units turned into 37 units. Complete gut with structural changes, new balcony's & entrances and new interior package and parking lot pavers.
Duval Wing gut interior and upgrade. Both building facades completely renovated.
Stuart Kaufman (owner at time of project) 248-568-6643
Rick Milelli Meridian Engineering 305-481-0400

Charlie Mac's Restaurant 7/2012 – 9/2012 2 Million

Design/Build – Demolition of site and complete build back of restaurant and bar
Pat Croce (owner) 610-812-7600
Rick Milelli Meridian Engineering 305-481-0400

Burger Fi Restaurant 6/2013 – 9/2013 \$560,000

Design/Build 130 year old residential structure converted into restaurant
Sandra Karp (Director of Construction) 561-598-6428
Rick Milelli Meridian Engineering 305-481-0400

Southernmost Hotel Collection 6/2014 – 8/2014 \$520,000

Dewey Guesthouse- Renovated 8 high end guestrooms/bathrooms and commercial kitchen
David Danieli (VP Asset Management LaSalle Hotel Properties) 301-941-1544
Rick Milelli Meridian Engineering 305-481-0400

Southernmost Hotel Collection 12/2014 – 12/2014 \$153,000

Beach Café (Property of Key West)- Electrical upgrade to site, all excavation, relocation and upgrade of transformers
David Danieli (VP Asset Management LaSalle Hotel Properties) 301-941-1544
Rick Milelli Meridian Engineering 305-481-0400

FLORIDA BID BOND

BOND NO. Not applicable

AMOUNT: \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that Mingo and Company LLC.

5580 1st Avenue, Key West, FL 33040

hereinafter called the PRINCIPAL, and FCCI Insurance Company

a corporation duly organized under the laws of the State of Florida

having its principal place of business at 6300 University Parkway, Sarasota, FL 34240

in the State of Florida

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

City of Key West, 3126 Flagler Ave., Key West, FL 33040

hereinafter called the OBLIGEE, in the sum of 5% of Bid Proposal Submitted

DOLLARS (\$ ----- 5% -----) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Cemetery Mausoleums, 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 CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

CEMETERY SEXTON'S HOUSE CE1002

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 CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

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

Signed and sealed this 24th day of March, 2015.

PRINCIPAL

Mingo and Company LLC

By 

FCCI Insurance Company


SURETY

By 

Attorney-In-Fact & FL Resident Agent
William L. Parker

STATE OF _____)
) : SS
COUNTY OF _____)

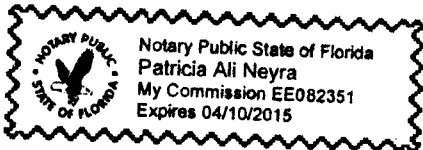
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Sworn and subscribed before me this 25 day of MARCH, 2015.

NOTARY PUBLIC, State of FL at Large

My Commission Expires:



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the [Corporation]) does make, constitute and appoint:

William L. Parker

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$2,500,000):

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest: Craig Johnson
 Craig Johnson, President
 FCCI Insurance Company



Thomas A. Koval
 Thomas A. Koval Esq., SVP, General Counsel,
 Government Affairs and Corporate Secretary
 FCCI Insurance Company

State of Florida
 County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
 Notary Public, State of Florida
 My Comm. Expires Sept. 25, 2016
 No. EE 213092

Arlene Cueman
 Notary Public

State of Florida
 County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
 Notary Public, State of Florida
 My Comm. Expires Sept. 25, 2016
 No. EE 213092

Arlene Cueman
 Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 24th day of March, 2015

Thomas A. Koval
 Thomas A. Koval, Esq., SVP, General Counsel,
 Government Affairs and Corporate Secretary

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MONROE) : SS
)

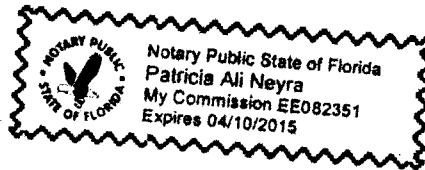
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *[Signature]*

Sworn and subscribed before me this 25 day of MARCH, 2015.

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires:



**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 CITY OF KEY WEST
CEMETERY SEXTON HOUSE CE 1002

2. This sworn statement is submitted by MINGO AND COMPANY
(name of entity submitting sworn statement)

whose business address is 5580 1ST AVE, KEY WEST, FL 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-4529951

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

3. My name is DOMINGO CASTELLANOS
(please print name of individual signing)

and my relationship to the entity named above is OWNER

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 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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.)

[Signature]
(signature)

3-25/15
(date)

STATE OF FLORIDA

COUNTY OF MONROE

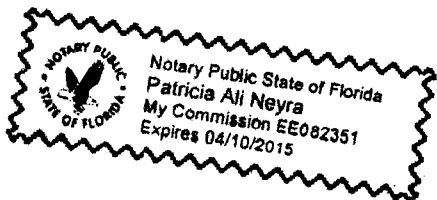
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 25 day of March, 2015.

My commission expires:

Patricia Ali Neyra
NOTARY PUBLIC



INDEMNIFICATION

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: MINGO AND COMPANY, LLC

SEAL:

5580 1ST AVE, KEY WEST, FL 33040
Address


Signature

DOMINGO CASTELLANOS
Print Name

OWNER
Title

DATE: 3/25/15

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

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

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name MINGO AND COMPANY, LLC Phone: 305 293-0442

Current Local Address: 5580 1ST AVE KEY WEST FL 33040 Fax: 305 293-0443
(P.O Box numbers may not be used to establish status)

Length of time at this address: 2 yrs.

[Signature]
Signature of Authorized Representative

Date: 3/25/15

STATE OF FLORIDA COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 25 day of MARCH, 2015.

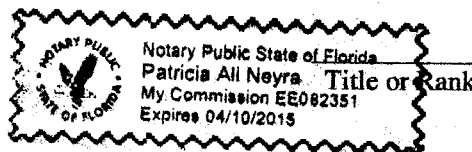
By Domingo Castellanos, of Mingo and Company
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Patricia Ali Neyra
Signature of Notary

PATRICIA ALI NEYRA
Print, Type or Stamp Name of Notary

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



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 MUNGO AND COMPANY, 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.

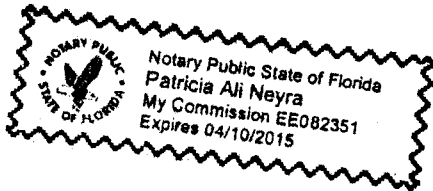
By: 

Sworn and subscribed before me this

25 day of March, 2015.

Patricia Ali Neyra
NOTARY PUBLIC, State of FL at Large

My Commission Expires: _____



BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Proposal filled in, using black ink. [✓]
3. Total and unit prices added correctly and attached Schedule of Values [✓]
4. Addenda acknowledged. [✓]
5. Subcontractors are named as indicated in the Proposal. [✓]
6. Experience record included. [✓]
7. Proposal signed by authorized officer. [✓]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [✓]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [✓]
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. [✓]
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original and 1 flash drive as stated in the invitation to bid. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]