



C O N S T R U C T I O N G R O U P

Mole Pier Boat Wash Facility
ITB-21-012-0-2021/CM

Bid Submission

Bidder: Marino Construction Group, Inc.
CGC # 021647

Bidding Requirements

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

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: **ITB # 21-012, MOLE PIER BOAT WASH FACILITY**

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

Company Name: Marino Construction Group, Inc.

Contact Name & Telephone #: Katie Beardsley (305) 359-5269 ext.1

Email Address: kbeardsley@marino-construction.com

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents 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.

CONTRACT EXECUTION

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 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.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees complete the project, in all respects within 90 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

ADDENDA

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

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM

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 (305) 809-3883

ADDENDUM NO. 1

Mole Pier Boat Wash Facility ITB#21-012

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 Invitation to Bid (ITB) package is hereby amended as follows:

To date, there have been two questions regarding the pre-bid meeting for this project:

1. **Is the pre-bid meeting mandatory?**

Response: The pre-bid meeting is not mandatory

2. **Will there be an escorted site visit after the meeting at the City Manager's Conference Room?**

Response: As the pre-bid meeting is not mandatory, a site visit will not be conducted, as it would not provide all bidders with the same information. If pictures or details of a particular part of the site are needed, please send requests to Ian McDowell, E.I., at cimcdowell@cityofkeywest-fl.gov. Photos of the site are subject to Navy approval and are not guaranteed.

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

A handwritten signature in blue ink, appearing to read "Michael Marino".

Signature

Michael Marino

Marino Construction Group, Inc.

Name of Business



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 2

Mole Pier Boat Wash Facility ITB#21-012

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 Invitation to Bid (ITB) package is hereby amended as follows:

RFI:

1. Question:

The electrical panel schedule indicates that there are 2 sump pumps. The sump pumps are not shown on any drawings. Please provide their location and how they are started and stopped.

Response:

Please see sheet A1 for location of sump pumps. Cut sheets for the pumps are contained in the bid documents package (pages 146-150). Pumps utilize float controls as shown.

2. Question:

In the water separator pit is a diverter valve which diverts the water to the city sewer line when the washdown units are being used. There is nothing shown as to how this gets connected to the washdown units and if the washdown units have a set of contacts integral to the units for this operation.

Response: Correct. A diagram is not provided. The contractor will provide an electrical submittal that demonstrates the pumps will be powered such that the diverter valve will drain to the sewer connection during operation, as noted in the bid documents.

3. Question:

There is a note in Drawing EP1 regarding the new electric meter for the washdown facility being connected to the existing fuel stand meter. There is no information on what is required for this connection. Also, it is assumed that the fuel stand meter is located on the existing rack adjacent to the location of the new meter. Is this correct?

Response: The existing meter is on the existing rack adjacent to the proposed rack. Further information about the meter connection requires coordination that may not be possible in the time available, as this question was asked after the deadline. If new information becomes available, it will be uploaded in another addendum.

4. **Question:**

The specs indicate that there is to be lighting at the corners of the washdown pad. The drawings indicate on one pole light. How many pole lights are required?

Response: The drawings are correct.

5. **Question:**

The cut sheets in the specs indicate a N3R panel. The drawings indicate N4X. Which is correct?

Response: N4X per the drawings is correct.

6. **Question:**

The drawings indicate that the electrical equipment is to be N4X. Is this stainless or something else? If stainless, is it 304, 316, or other?

Response: N4X is required but no sub-type of N4X (aluminum, 304, 316, etc.) is prescribed.

Prior to final award, the winning bidder shall acknowledge receipt and acceptance of all Addendums. Proposals submitted without acknowledgement may be considered non-responsive and the award will be provided to the next lowest responsive bidder that can acknowledge receipt of all Addendums.



Signature **Michael Marino**

Marino Construction Group, Inc.

Name of Business

Bid Form ITB 21-012

City of Key West Project #: OM19001601

MOLE PIER BOAT WASH FACILITY

BASE BID:

Boat wash facility

\$627,384.00

Six Hundred Twenty-Seven Thousand Three Hundred Eighty-Four Dollars

Amount written in words

BID ALTERNATE

Steel framed canopy with vinyl covering

\$ 83,812.00

Eighty Three Thousand Eight Hundred Twelve Dollars

Amount written in words

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

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

Cut, Patch, & Repair Asphalt

\$9,210.00

Driveway Area Construction

\$5,285.00

Concrete MES

\$2,075.00

Bollards

\$1,772.00

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work if the Bidder is awarded the Contract:

Gary's Plumbing & Fire
Name

6409 2nd Terrace, Key West, FL, 33040
Street City State Zip

Bella Construction
Name

35 Diamond Dr., Key West, FL, 33040
Street City State Zip

Tomkins Electric LLC
Name

1665 Narcissus Ave, Big Pine Key, FL, 33043
Street City State Zip

Key West Awnings
Name

5580 MacDonald Ave, Key West, FL, 33040
Street City State Zip

SURETY

Travelers Casualty and Surety Company of America whose address is

One Town Square, Hartford, CT, 06183
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Marino Construction Group, Inc. doing business at

7025 Shrimp Rd. Suite 2E, Key West, FL, 33040
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:

Michael Marino - President _____

Angela Marino - Vice President _____

Matah Persaud - CEO _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2021.

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 21 day of April 2021.

(SEAL)

Marino Construction Group, Inc.
Name of Corporation

By [Signature]

Title President

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.)

Please see attached



C O N S T R U C T I O N G R O U P

Mole Pier Boat Wash Facility
ITB-21-012-0-2021/CM

RE: Experience of Bidder

Page 17 - List of similar projects within the last 5 years:

Please refer to chart below and reference The Quarry Phase I, II and III, Marty's Place, and The Perry Hotel as new construction builds.

CLIENT & LOCATION	PROJECT	CONTRACT AMOUNT	OWNER & CONTACT INFO	COMPLETION DATE	ENGINEER & CONTACT INFO
Quarry Phase III Big Coppitt Key, FL	Multi-Family Affordable Housing	12.5M	Rockland Operations LLC Alex Hepler: (904) 874-9740	In Progress	Weiler Engineering Corporation Nick Baltimore: (941) 505-1700
Marty's Place 1515 Bertha St Key West, FL	Multi-Family Assisted Living	9.5M	Marty's Place Associates Scott Pridgen: (305) 293-4800	Sep-20	Meridian Engineering LLC Rick Milelli: (305) 293-3263
Quarry Phase I & II Big Coppitt Key, FL	Multi-Family Affordable Housing	41M	The Vestcor Companies Alex Hepler: (904) 874-9740	Apr-20	Meridian Engineering LLC Rick Milelli: (305) 293-3263
Stock Island Marina Village Stock Island, FL	Utility Expansion	75K	Longstock II LLC Michael Hartman: (305) 586-9742	Feb-20	Weiler Engineering Corporation Nick Baltimore: (941) 505-1700
Stock Island Marina Village Stock Island, FL	Phase 3 Development	9.5M	Longstock II LLC Michael Hartman: (305) 586-9724	Dec-19	Weiler Engineering Corporation Nick Baltimore: (941) 505-1700
The Perry Hotel Stock Island, FL	New Construction	18M	SIMV Hotel 1 LLC Michael Hartman: (305) 586-9742	Oct-17	Weiler Engineering Corporation Nick Baltimore: (941) 505-1700



C O N S T R U C T I O N G R O U P

Customer References:

The Quarry Apartments I & II, Marty's Place Assisted Living Facility
Alex Helper - The Vestcor Companies
3030 Hartley Rd. Suite 310, Jacksonville, FL 32257
(904) 874-9740

Michael Hartman - Lockstock II, LLC
Stock Island Marina Village, The Perry Hotel, A&B Marina
7009 Shrimp Rd. Suite 2. Key West, FL 33040
(305) 586-9742

Hampton Inn
Glenn Brown - Key West Hotels, LLC
100 Dunbar St. Suite 402, Spartanburg, SC 29306
(864) 706-6922

Credit References:

Finemark Bank
Angela Morris | amorris@finemarkbank.com
12681 Creekside Ln Fort Meyers, FL 33919
239-461-5970
Iberia Bank (line of credit)
Jacqueline Luhta | Jacqueline.Luhta@iberiabank.com
1075 Duval St Key West, FL. 33040
305-809-8987

Overseas Lumber
Jennifer Morgan | accountsreceivable@keyslumber.com
30251 Overseas Highway Big Pine Key, FL 33043
305-872-3787

Manley deBoer
Stacy Aquilar | accounting@manleydeboer.com
1109 Eaton St
Key West, FL 33040
305-294-3685

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ Five Percent of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that Marino Construction Group, Inc.

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

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

having its principal place of business at One Tower Square, Hartford, CT 06183

_____ in the State of Connecticut,

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

City of Key West

hereinafter called the OBLIGEE, in the sum of Five Percent 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 for

ITB # 21-012 MOLE PIER BOAT WASH FACILITY / said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for

the furnishing of 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 Bid and the detailed Specifications, entitled:

ITB # 21-012 MOLE PIER BOAT WASH FACILITY

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the 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 16 day of April, 2021.

PRINCIPAL: Marino Construction Group, Inc.

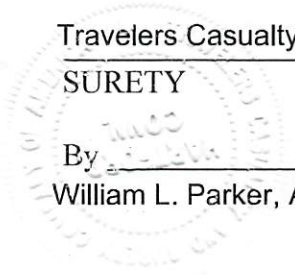
By 
Michael Marino

STATE OF Florida)
: SS
COUNTY OF Monroe)

Travelers Casualty and Surety Company of America

SURETY

By 
William L. Parker, Attorney in Fact & FL Res Agent





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William L. Parker** of **MIAMI Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16** day of **April**, 20**21**



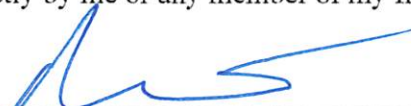
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

ANTI – KICKBACK AFFIDAVIT

STATE OF Florida)
) : SS
COUNTY OF Monroe)

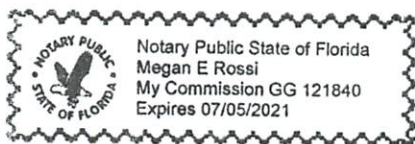
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Michael Marino

Sworn and subscribed before me this 21 day of April, 2021.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 



NON-COLLUSION AFFIDAVIT

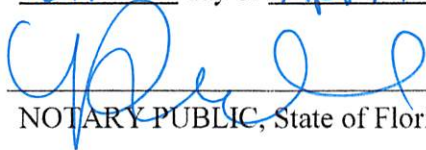
STATE OF FLORIDA)
:)
SS COUNTY OF MONROE)

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

By: 
Michael Marino

Sworn and subscribed before me this

21 day of April, 2021.


NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 07/05/21

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 Bid for Mole Pier Boat Wash Facility

2. This sworn statement is submitted by Marino Construction Group, Inc.
(Name of entity submitting sworn statement)

whose business address is 7025 Shrimp Rd. Suite 2E, Key West, FL 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0823279

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

3. My name is Michael Marino
(Please print name of individual signing)

and my relationship to the entity named above is President

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

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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).

 X 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)
4/21/2021
(Date)

STATE OF Florida
COUNTY OF Monroe

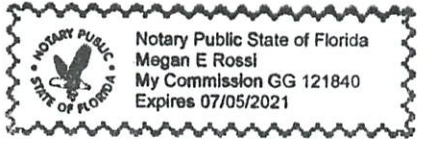
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Michael Marino who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 21 day of April, 2021.

My commission expires:

[Signature]
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: Marino Construction Group, Inc.

SEAL:



7025 Shrimp Rd. Suite 2E Key West, FL 33040
Address


Signature

Michael Marino
Print Name

President
Title

DATE: 4/21/2021

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 Bids.
 - 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 Marino Construction Group, Inc. Phone: (305) 359-5269

Current Local Address: 7025 Shrimp Rd. Suite 2E Key West, FL 33040 Fax: N/A
(P.O Box numbers may not be used to establish status)

Length of time at this address: 2 years, 3 months

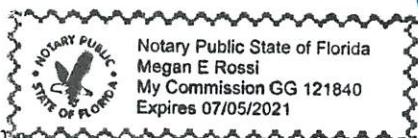
[Signature] Date: 4/21/2021
Signature of Authorized Representative

STATE OF Florida COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 21 day of April, 2021.

By Michael Marino of Marino construction Group
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

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



[Signature]
Signature of Notary

Megan Rossi
Print, Type or Stamp Name of Notary

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

Permitting Manager
Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

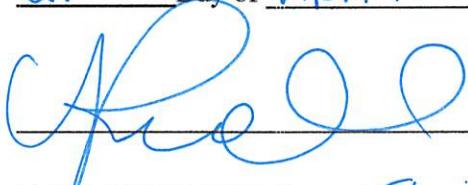
STATE OF Florida)
 : SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of Marino Construction Group, Inc. 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: 
Michael Marino

Sworn and subscribed before me this

21st Day of April, 2021.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 07/05/21



CONE OF SILENCE AFFIDAVIT


STATE OF Florida)
: SS
COUNTY OF Monroe)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Marino Construction Group, Inc. 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.



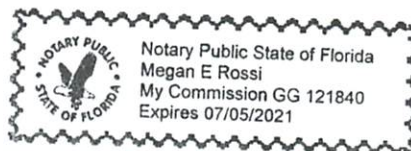
Sworn and subscribed before me this

21st Day of April, 2021.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 07/05/21



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 publicly 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.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MARINO, MICHAEL JAMES

MARINO CONSTRUCTION GROUP INC
7025 SHRIMP RD
2E
KEY WEST FL 33040

LICENSE NUMBER: CGC021647

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**2020 / 2021
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2021**

Business Name: MARINO CONSTRUCTION GROUP INC

RECEIPT# 30140-105410

Owner Name: MICHAEL J MARINO PRES
Mailing Address: PO BOX 1706
KEY WEST, FL 33041

Business Location: 7025 SHRIMP RD STE 2E
KEY WEST, FL 33040
Business Phone: 305-359-5269
Business Type: CONTRACTOR (GENERAL)

Employees 20

STATE LICENSE: CGC021647

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	50.00	3.75	0.00	0.00	53.75

Paid 000-20-00008284 11/25/2020 28.75

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2021**

Business Name: MARINO CONSTRUCTION GROUP INC

RECEIPT# 30140-105410

Owner Name: MICHAEL J MARINO PRES
Mailing Address: PO BOX 1706
KEY WEST, FL 33041

Business Location: 7025 SHRIMP RD STE 2E
KEY WEST, FL 33040
Business Phone: 305-359-5269
Business Type: CONTRACTOR (GENERAL)

Employees 20

STATE LICENSE: CGC021647

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	50.00	3.75	0.00	0.00	53.75

Paid 000-20-00008284 11/25/2020 28.75



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2020

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

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

PRODUCER AWA Insurance Agency 13700 Six Mile Cypress Pkwy Suite# 1 Ft. Myers FL 33912	CONTACT NAME: Stacy Cook	
	PHONE (A/C No. Ext): 239-418-1100	FAX (A/C No): 239-418-1164
	E-MAIL ADDRESS: stacy@awainsurance.com	
INSURER(S) AFFORDING COVERAGE		
	INSURER A: Mt. Hawley Insurance Company	NAIC# 37974
INSURED Marino Construction Group, Inc. PO BOX 1706 KEY WEST FL 33041	MARICON-01	INSURER B: Auto-Owners Insurance Company 18988
		INSURER C: FCI Insurance Company 10178
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES **CERTIFICATE NUMBER: 1841781950** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	Y		MGL0190655	5/12/2020	5/12/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/>	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	Y		52-830030-00	5/12/2020	5/12/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO OWNED AUTOS ONLY						BOC.LY INJURY (Per person)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY						BOC.LY INJURY (Per accident)	\$
		SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB			MXL0427799	5/12/2020	5/12/2021	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/>	EXCESS LIAB						AGGREGATE	\$ 5,000,000
		DED							\$
		RETENTION \$							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC010006223101	11/13/2020	11/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		Inland Marine- Commercial			CM100030408-02	9/26/2020	9/26/2021	Rented/Leased Equip	150,000

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

CERTIFICATE HOLDER City of Key West Building Dept 1300 White Street Key West FL 33040 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 