

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

BID FORM

To: The City of Key West

Address: 1300 White St., Key West, Florida 33040

Project Title: Kingfish Pier Replacement - City Marina at Garrison Bight

City of Key West Project No.: HU1701G09 (ITB #20-006)

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

Name: Antonio M. Gonzalez

Telephone: 305-345-5484

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 AND BONDS

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

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.

GENERAL INSURANCE REQUIREMENTS

- A. During the term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West (City), the types of insurance described herein.
- B. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- C. The City shall be specifically included as an additional insured on the Contractor's Marine General Liability, Umbrella Liability and Business Automobile Liability policies including a waiver of subrogation clause in favor of the City of Key West on all policies, and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to the Completed Operations coverage.
- D. The Contractor shall deliver to the City, prior to the City issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the City, on a timely basis, if requested by the City.
- E. Ten days after the City has issued the Notice to Proceed, if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), the City may, at the City's sole discretion, (a) terminate or suspend this Contract and seize the amount of Contractor's bid security (Bid Bond, cash or other security acceptable to the City).
- F. The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- G. The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- H. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Contract.
- I. The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the City that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
- J. No work or occupancy of the premises shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the City.

- K. The insurance coverage and limits required of the Contractor under this Contract are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, it should seek professional assistance.
- L. Should any of the required insurances specified in this Contract provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Contractor agrees, if required by the City to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
- M. All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- N. All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Contract, except for the application of the Aggregate Limits Provisions.
- O. Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of the insurance coverage required of the Contractor in this Contract.
- P. If the Contractor fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, the City may terminate or suspend this Contract.
- Q. If the Contractor utilizes contractors or sub-contractors to perform any work governed by this agreement, the Contractor will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractors and sub-contractors insurances comply with all of the Insurance Requirements specified for the Contractor contained within this agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to City upon request.

SPECIFIC INSURANCE COVERAGES AND LIMITS

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

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under

this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

United States Longshoremen and Harbor Workers (USL&H) coverage shall be maintained by the Contractor that will respond to the Federal USL&H statute (33 USC sections 901-950). Such coverage shall have minimum limits consistent with 33 USC sections 901-950 and in no case less than \$1,000,000.

Jones Act coverage shall be maintained by the Contractor that will respond to claims filed under the Federal Jones Act (46 U.S.C.A. subsection 688). Such coverage shall have minimum limits of \$1,000,000.

Marine General Liability Insurance shall be maintained by the Contractor on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage. Coverage must extend to damage/destruction of vessels being relocated by the Contractor. In addition to the required Certificate(s) of insurance, the Contractor will be required to provide the City with a certified copy of the Contractor's Marine General Liability policy before the City will issue the notice to proceed.

The minimum acceptable limits will be:

Bodily Injury & Property Damage Liability	\$2,000,000.00 Combined Single Limit each Occurrence and aggregate.
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Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following Final Completion and Acceptance by the CITY.

The use of an Excess and/or Umbrella policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive than the Primary General Liability policy.

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

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

or

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

Watercraft Liability Insurance The Contractor will be required to maintain Watercraft Liability Insurance with minimum limits of \$2,000,000.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 120 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1,000 per day for each day that expires after the time specified for Final completion.

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, 3, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

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. Allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

PERMITS

Prior to issues of the Notice to Proceed the City will have obtained permits from FDEP and ACOE. The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department.

Kingfish Pier Replacement
City Marina at Garrison Bight
Key West, Florida
Stantec Project No. 215615197

BID FORM

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

	Item Description	Qty	Units	Unit Price	Total
Base Bid					
	Mobilization	1	EA	\$ 95,000.00	
	General / Supp Conditions	1	EA	\$ 7,000.00	
	Performance / Payment Bonds	1	EA	\$17,700.00	
	Demobilization	1	EA	\$10,300.00	
	(10% of Construction Cost Max)				\$ 130,000.00
	Permit Fees (to be paid at cost)	1	LS	\$45,000	\$ 45,000
	Demolition of Existing Floating Concrete Pier, Pilings and removal of all existing concrete spalling debris that has fallen or will fall from existing Pier	1	LS	125,322.00 \$	\$ 125,322.00
	Furnish and install Main Floating Pier (8'W by 390'-8½"L)	3126	SF	\$ 72.00	\$ 225,072.00
	Furnish and install 24 Finger Piers (4'-1"W x 30'-2"L)	2956	SF	\$ 83.50	\$ 246,826.00
	Furnish and install Piles (HSS 20.00 X 0.50) with epoxy coating system (Exterior)	48	EA	\$ 6,733.00	\$ 323,184.00
	Furnish and install Mooring Piles (HSS 14.00 X 0.50) with epoxy coating system (Exterior)	23	EA	\$ 5,068.00	\$ 116,564.00
	Pile Collars	16	EA	\$ 0.00	\$ 0.00
	Furnish and install Aluminum Access Ramp (4'W x 17'L)	1	EA	\$ 3,506.00	\$ 3,506.00
	Furnish and install accessories (15" Cleats: Main Pier/Finger Piers)	186	EA	\$ 29.00	\$ 5,394.00
	Electrical System per Stantec Plans and Specifications	1	LS	\$262,842.00	\$ 262,842.00
	Potable Water System per Stantec Plans and Specifications	1	LS	\$22,050.00	\$ 22,050.00
	Sewer System per Stantec Plans and Specifications	1	LS	\$21,000.00	\$ 21,000.00
	Fire System per Stantec Plans and Specifications	1	LS	\$30,240.00	\$ 30,240.00
	As-builts	1	LS	\$ 5,000.00	\$ 5,000.00
	Product information and Warranty Certificate Binder	1	LS	\$ 1,000.00	\$ 1,000.00
	Safety Act	1	LS	\$ 2,000.00	\$ 2,000.00

	General Allowance (Only to be used with owners' written permission)	1	LS	\$75,000	\$ 75,000
	Total Base Bid				\$ 1,640,000.00

TOTAL LUMP SUM BASE BID

_____ ONE MILLION SIX HUNDRED FORTY THOUSAND _____ Dollars

(Amount written in words has precedence)

and ZERO _____ Cents

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:

NEAR SHORE ELECTRIC, INC.

Name

5680 1ST AVENUE #5 STOCK ISLAND FL 33040
Street City State Zip

GARY'S PLUMBING AND FIRE, INC.

Name

6409 2ND TERRACE, SUITE 1 KEY WEST FL 33040
Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 19th day of February 2020 .

Signature of Bidder

President

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 19th day of February 2020.

(SEAL)



American Empire Builders, Inc.

Name of Corporation

By: Antonio M. Gonzalez

Title: President

Attest:

Secretary

END OF SECTION

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

Signed and sealed this 19th day of February, 2020.

American Empire Builders, Inc.
Principal

By: *Antonio H. G... - Antonio H. G...*
Frankenmuth Mutual Insurance Company

Surety

By: *J. A. Bursevich*
Attorney-In-Fact Jonathan A. Bursevich



END OF SECTION

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

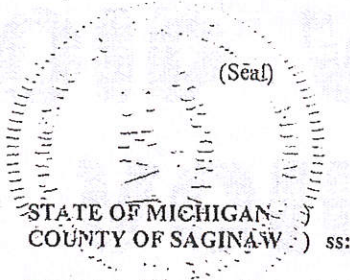
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company
By *Frederick A. Edmond, Jr.*
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

Dianne L. Voss (Seal)
Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 19th day of February, 2020.

Andrew H. Knudsen
Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED
TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
): SS
COUNTY OF MIAMI-DADE)

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: 
President - American Empire Builder's, Inc.

Sworn and subscribed before me this
19 day of February, 2020


NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: _____


END OF SECTION

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 HU1701G09 (ITB# 20-006)

2. This sworn statement is submitted by American Empire Builder's, Inc.
(name of entity submitting sworn statement)

whose business address is 13775 SW 145th CT., Suite B, Miami FL. 33186

_____ and (if applicable) its Federal Employer

Identification Number (FEIN) is 75-2993152

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

sworn statement  _____

3. My name is Antonio M. Gonzalez
(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

1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

N/A 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, 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.)

N/A 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).

N/A The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer by 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).

N/A 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)
02/19/2020
(date)

STATE OF FLORIDA

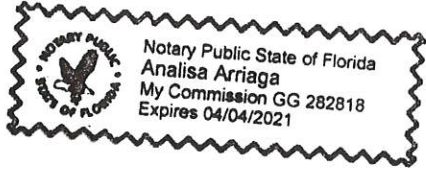
COUNTY OF MIAMI-DADE

PERSONALLY APPEARED BEFORE ME, the undersigned
authority,
Antonio M. Gonzalez who, after first being sworn by me, affixed
his/
(name of individual signing)

signature in the space provided above on this 19th of February, 2020

My commission expires:
[Signature]

NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

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

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

CONTRACTOR: American Empire Builder's, Inc.
13775 SW 145th Ct., Suite B, Miami, FL. 33186
Address

Signature
Antonio M. Gonzalez
Print Name
President
Title
DATE: 02/19/2020



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF MIAMI-DADE)

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

American Empire Builder's, Inc.

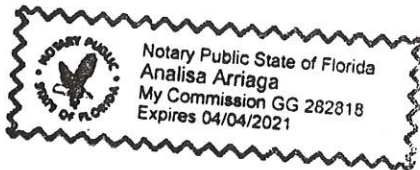
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: Antonio M. Gonzalez - President

Sworn and subscribed before me this 19th day of February 20 20

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *

CONE OF SILENCE AFFIDAVIT

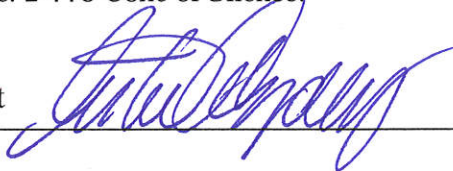
STATE OF FLORIDA)

: SS

COUNTY OF MIAMI-DADE)

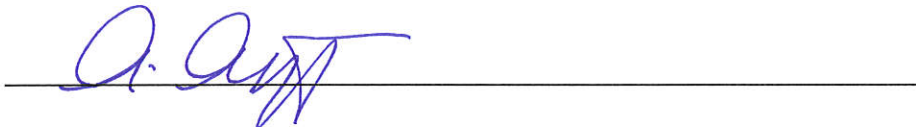
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of American Empire Builder's, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances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

By: Antonio M. Gonzalez - President



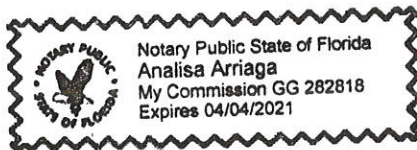
Sworn and subscribed before me this

19th day of February 2020.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.

2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.

3. A Business License Tax Application can be found on the City's web site.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

**2019 / 2020
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2020**

Business Name: AMERICAN EMPIRE BUILDERS INC

RECEIPT# 30140-127039

Owner Name: ANTONIO M GONZALEZ
Mailing Address:
13775 SW 145TH CT
MIAMI, FL 33186

Business Location: MO CTY
KEY WEST, FL 33040
Business Phone: 305-261-9276
Business Type: CONTRACTOR (CERTIFIED GENERAL)

Employees 12

STATE LICENSE: CGC1504911

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
35.00	0.00	35.00	0.00	0.00	0.00	35.00

Paid 000-19-00009645 12/12/2019 35.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2020**

Business Name: AMERICAN EMPIRE BUILDERS INC

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Paid 000-19-00009645 12/12/2019 35.00



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE
CITY MARINA @ GARRISON BIGHT
ITB #20-006**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

GENERAL NOTES:

1. Mandatory Pre-Bid sign-in sheet attached.
2. Incidental to the project, the contractor is responsible for removal/disposal of submerged debris within the project footprint. Estimate debris quantity at 45CY. Contractor shall submit a per cubic yard debris removal/disposal cost with bid.


QUESTIONS & CLARIFICATIONS:

1. What is the Engineer's estimated construction cost?

The Owner's estimated construction cost is \$1,755,000

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

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

ADDENDUM 1

KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE
CITY MARINA @ GARRISON BIGHT
ITB #20-006

ESTIMATE OF REMOVAL/DISPOSAL OF SUBMERGED DEBRIS PER CY:
195.00/CY



AMERICAN EMPIRE BUILDERS, INC.

A handwritten signature in blue ink, appearing to read "Antonio M. Gonzalez", is written over a solid horizontal line. The signature is fluid and cursive.

ANTONIO M. GONZALEZ

**CITY MARINA @ GARRISON BIGHT
KINGFISH PIER REPLACEMENT - HURRICANE IRMA DAMAGE**

ITB #20-006

Mandatory Pre-Bid Meeting SIGN-IN Sheet

February 5, 2020
2:30 PM

NAME / COMPANY	CONTACT #	EMAIL
Bobby Brown Ebsary Foundation	305-439-9280	Bbrown@EbsaryFoundation.com
MATT KRESS GATOR DOCK	440-310-4655	MKRESS@GATORDOCK.COM
Brian Dietrich FKE	305-394-2895	bdietrich@fkeyslectric.com
George Sternmetz ECC	305-797-5945	george@ecc.com
Feasus Construction Co	305-461-0310	feasus@feasus.com
American Empire Builders .co.	305 261 2936 305 345 5484	Tgonzalez@americanempirebuilder.com
Carlos D. Lima Peseidon Dredge and Marine	(561) 296-4091	carlosl@pmarine.com
Shoreline Foundation INC.	954-965-0160	enrique@shorelinefoundation.com
David Hawthorne	305-809-3882	dhawthorne@cityofkeywest.com
Doug Brackshaw City of KW	305-809-3297	dbrackshaw@cityofkeywest.com
Matt Trif City of KW	315-865-3985	mtrif@cityofkeywest.com
Marcia Dillies	239 405 8877	sales@marinautilities.com
Karen Olson City of KW	305-809-3803	wolson@cityofkeywest.com

ECC - Core Construction Company

Tony Gonzalez

From: Karen Olson <kolson@cityofkeywest-fl.gov>
Sent: Tuesday, February 18, 2020 10:41 AM
To: Bobby Brown; mkress@gatordock.com; Brian Dietrich; george6562@yahoo.com; John Kearns; 'Charles Kearns'; Tony Gonzalez; sales@marinautilities.com; john@shorelinefoundation.com; carlosl@pdmarineinc.com; Admin
Cc: Doug Bradshaw; Cheri Smith
Subject: CLARIFICATION: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage

All –

- Docks to receive piles guides (roller guide assemblies) at all dock/ finger pile locations as specified and shown on plans. Pile guides are incidental to the contract.
- Pile collars are not used. Provide a Unit Price of \$0.00 on the Bid Schedule.
- Note receipt of this clarification within your proposal.



This clarification **DOES NOT** change the Bid date.

Karen Olson
Deputy Director
Port & Marine Services
(305) 809-3803

A handwritten signature in blue ink, appearing to read "Tony Gonzalez".

* American Empire Builders
acknowledges receipt of
this email.

From: Karen Olson
Sent: Thursday, February 13, 2020 4:33 PM
To: Bobby Brown <BBrown@ebsaryfoundationco.com>; mkress@gatordock.com; Brian Dietrich <bdietch@flkeyselectric.com>; george6562@yahoo.com; John Kearns <jkearns@kearnsconstruction.com>; 'Charles Kearns' <charliek9933@gmail.com>; tgonzalez@americanempirebuilders.com; sales@marinautilities.com; john@shorelinefoundation.com; carlosl@pdmarineinc.com; Admin@americanempirebuilders.com
Cc: Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>; Cheri Smith <csmith@cityofkeywest-fl.gov>
Subject: Addendum #3: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage

Attached please find Addendum #3.

Karen Olson
Deputy Director
Port & Marine Services
(305) 809-3803

From: Karen Olson
Sent: Tuesday, February 11, 2020 8:38 AM
To: Bobby Brown <BBrown@ebsaryfoundationco.com>; mkress@gatordock.com; Brian Dietrich <bdietch@flkeyselectric.com>; george6562@yahoo.com; John Kearns <jkearns@kearnsconstruction.com>; 'Charles Kearns' <charliek9933@gmail.com>; tgonzalez@americanempirebuilders.com; sales@marinautilities.com; john@shorelinefoundation.com; carlosl@pdmarineinc.com; Admin@americanempirebuilders.com
Cc: Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>; Cheri Smith <csmith@cityofkeywest-fl.gov>
Subject: Addendum #2: ITB #20-006 Kingfish Pier Replacement – Hurricane Irma Damage

Attached please find Addendum #2.



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 2

**KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE
CITY MARINA @ GARRISON BIGHT
ITB #20-006**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

QUESTIONS & CLARIFICATIONS:

1. Are we replacing the Marine Power pedestals with new?

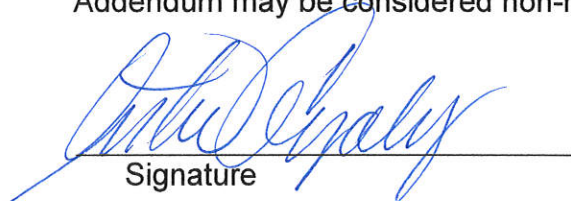
Yes, all Marine Power pedestals shall be replaced with new.

2. Is the existing ground fault monitoring system to also be replaced?

No, the new circuits being added to the existing panel will require ground fault protection. It is not replacement of the existing ground fault monitoring system.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

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


Name of Business



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 3

**KINGFISH PIER REPLACEMENT – HURRICANE IRMA DAMAGE
CITY MARINA @ GARRISON BIGHT
ITB #20-006**

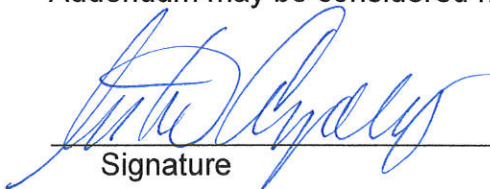
The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

CLARIFICATIONS:

1. New pedestals and fire cabinet shall be by Marina Power Inc. or equal.
2. A GFCI breaker is an acceptable alternative to the ground fault protection relay for the lighting circuit.
3. Existing underground conduit between DP-K1, DP-K2 and the seawall require replacement with new MIN 3-1/2" PVC conduit with bell fittings at each end. The conduit for the new power pedestal shall be installed underground with the new feeder conduits.
4. Existing ground fault protection relays shall be re-adjusted to provide ground fault at 30 mA.
5. The design calls for the utility water meter to be on shore, and an individual (deduct) water meter each pedestal.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

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

D. SPECIAL BIDDING REQUIREMENTS

BIDDERS EXPERIENCE:

1. Project: FDOT T6232 Fin No.: 250548-3-52-01
Location: North Roosevelt Blvd from Eisenhower Drive to US-1
Description: Installation of 145,000sqft of sheet piles with concrete bulk head
Contract Amount: \$1,001,758.00
Dates work was performed: March 28, 2013
Owner: Florida Department of Transportation (FDOT)
Engineer: Jackie Hart 954-775-6949

2. Project: G541/L8 Divide Structure
Location: Palm Beach County
Description: Water control structure with a maintenance bridge and installation of temp sheet piles cofferdam on 8700sqft of permanent sheet pile walls, 875cy of reinforce concrete structure to control the flow of the L-8 SFWM canal. Monitoring platforms with wood piles & deck.
Contract Amount: \$1,276,269.40
Dates work was performed: September 29, 2014
Owner & Engineer: South Florida Water Management (SFWM) Jian Cai 561-686-8800

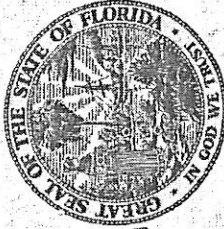
3. Project: Spanish Harbor Span Replacement & Bridge Rehabilitation No. 67002 Bridge No. MM32
Location: Monroe County
Description: Cast in place bridge at the south side of Spanish Harbor, a 120' prefabricated bridge at the north side, as well as the rehabilitation of the bridge edge on both sides of Spanish Harbor Bridge.
Contract Amount: \$826,191.20
Dates work was performed: February 28, 2017
Owner: Florida Department of Environmental Protection
Engineer: The LAP Group- 850-205-0460

4. Project: T6320 Fin No.: 429140 1 52 01, 429140 2 52 01 & 428267 1 52 01
Location: S. Roosevelt Blvd to Big Coppitt Key
Description: Cow Key Bridge widening, included the demolition of the existing structure as well as the replacement of 5,350LF of bridge concrete traffic railing at the Boca Chica Bridge.
Contract Amount: \$1,376,800.27
Dates work was performed: July 28,2016
Owner: Florida Department of Transportation (FDOT)
Engineer: CH Perez & Associates-Randall C. Write -305-592-1070

5. Project: Municipal Marina South & Central Yacht Basins Structure Rehabilitation 16111-119R
Location: St. Petersburg
Description: Rehabilitation of all the marina deck & finger pier-removal & replacement wood morning piles.
Contract Amount \$ 1,841,000.00
Dates work was performed: February 1, 2019
Owner: The City of St. Petersburg Kevin Cauller 727-551-3559
Engineer: Engineering & Capital Improvement- Brejesh Prayman P.E. 727-893-7295

CBC 2018

RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, 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

GONZALEZ, ANTONIO MARIO

AMERICAN EMPIRE BUILDERS INC
13775 SW 145TH CT
SUITE B MIAMI FL 33186

LICENSE NUMBER: CCG1504911

EXPIRATION DATE: AUGUST 31, 2020

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2020

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 Keen Battle Mead & Company 7850 Northwest 146th Street Suite 200 Miami Lakes FL 33016	CONTACT NAME: Margy Zuniga PHONE (A/C, No, Ext): (305) 558-1101 FAX (A/C, No): (305) 822-4722 E-MAIL ADDRESS: mzuniga@kbmco.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER B:</td> <td>Vantapro Specialty Insurance Company</td> <td>44768</td> </tr> <tr> <td>INSURER C:</td> <td>Endurance American Insurance Company</td> <td>10641</td> </tr> <tr> <td>INSURER D:</td> <td>StarNet Insurance Company</td> <td>40045</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Navigators Specialty Insurance Company	36056	INSURER B:	Vantapro Specialty Insurance Company	44768	INSURER C:	Endurance American Insurance Company	10641	INSURER D:	StarNet Insurance Company	40045	INSURER E:			INSURER F:	
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INSURED American Empire Builders, Inc 13775 SW 145th CT Suite B Miami FL 33186																					


COVERAGES **CERTIFICATE NUMBER:** 20/21 Master-sample **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> MARINE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	HO19CGLZ00XC5IC	12/08/2019	12/08/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefit Liability \$ 1,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	5087-0273-01	12/08/2019	12/08/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$ 5,000
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		X	GLX1002128-00	12/08/2019	12/08/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	KEY0138563	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	USL&H			KEY0138563	01/01/2020	01/01/2021	Each Accident \$1,000,000 Disease Each Employee \$1,000,000 Disease Policy Limit \$1,000,000

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

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

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

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