



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

TRANSMITTAL

Included: _____

Drawings:

Specifications:

Correspondence:

Submittal:

Proposal:

Date: Monday, August 26, 2024

To: City of Key West

Company: Office of the City Clerk

Address: 1300 White Street, Key West, FL 33040

Email: N/A

Project: Ferry Terminal Renovation
Key West Historic Seaport

For Your: _____

Approval:

Review/Comment:

Use:

Return:

Description: Historic Renovation

Remarks: Please find the original copy of our
BID submittal enclosed with (2) copies on Flash Drives.

Sent Via: _____

Fed-Ex, UPS, USPS:

Overnight:

Fax:

Hand Delivered:

Regards,

Chelsea Pita
Project Administrator
Marino Construction Group, Inc.
7025 Shrimp Rd., #2E
Key West, FL 33040
cpita@marino-construction.com
305-259-5269 ex.403



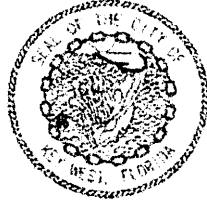
C O N S T R U C T I O N G R O U P

Ferry Terminal Renovation - Key West Historic Seaport
ITB#24-013

Bid Submission

Bidder: Marino Construction Group, Inc.
CGC #021647

BID DOCUMENTS FOR:



ITB #24-013

**FERRY TERMINAL RENOVATION
KEY WEST HISTORIC SEAPORT**

**funded by
AMERICAN RESCUE PLAN ACT (ARPA) of 2021**

JULY 2024

CITY OF KEY WEST

MAYOR: TERI JOHNSTON

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

LISSETTE CAREY

MARY LOU HOOVER

CLAYTON LOPEZ

**PREPARED BY:
Port & Marine Services**

ITB DOCUMENTS

CITY OF KEY WEST

**CAROLINE STREET AND BAHAMA VILLAGE
COMMUNITY REDEVELOPMENT AGENCY (CRA)**

KEY WEST, FLORIDA

BID DOCUMENTS

for

FERRY TERMINAL RENOVATION

CONSISTING OF:

**BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
GENERAL SPECIFICATIONS
SUPPLEMENTAL INFORMATION
DRAWINGS w/ TECHNICAL SPECIFICATIONS**

KEY WEST HISTORIC SEAPORT (KWHS)

JULY 2024

TABLE OF CONTENTS

	<u>Page</u>
PART 1 - <u>BIDDING REQUIREMENTS</u>	
INVITATION TO BID	1
INSTRUCTIONS TO BIDDERS	3
BID FORM	9
BID SCHEDULE	14
ANTI-KICKBACK AFFIDAVIT.....	18
NON-COLLUSION AFFIDAVIT.....	19
PUBLIC ENTITIES CRIME FORM.....	20
CITY OF KEY WEST INDEMNIFICATION.....	22
EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT.....	23
CONE OF SILENCE	24
CERTIFICATION REGARDING LOBBYING.....	25
SCRUTINIZED COMPANIES LIST CERTIFICATION.....	28
NONCOERCIVE CONDUCT AFFIDAVIT.....	29
BIDDER'S CHECKLIST.....	30
PART 2 – <u>CONTRACT</u>	
CONTRACT	32
FLORIDA PERFORMANCE BOND	34
FLORIDA PAYMENT BOND.....	36
PART 3 – <u>CONDITIONS OF THE CONTRACT</u>	
GENERAL CONDITIONS OF THE CONTRACT	39
SUPPLEMENTARY CONDITIONS.....	57
PART 4 - <u>GENERAL SPECIFICATIONS</u>	
01001 GENERAL REQUIREMENTS.....	67
01010 SCOPE OF WORK.....	74
01014 ENVIRONMENTAL PROTECTION.....	76
01050 FIELD ENGINEERING.....	77
01700 CONTRACT CLOSEOUT.....	79
PART 5 – <u>SUPPLEMENTAL INFORMATION</u>	
GRANT REQUIREMENTS.....	83
• 2 CFR 200.318-327	
• Wage Determination Table	
• Grant Agreement # FM449492-1-84-01 / G2708 to Part 5 Supplemental Information	
PART 6 – <u>DRAWINGS w/ TECHNICAL SPECIFICATIONS</u>	

PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) “**FERRY TERMINAL RENOVATION**,” addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until **3:30 p.m.**, local time, on the **15th day of August 2024**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside “**ITB #24-013 FERRY TERMINAL RENOVATION - KEY WEST HISTORIC SEAPORT**” addressed and delivered to the City Clerk at the address noted above.

The CRA is seeking BIDS from qualified individuals or firms for renovations including exterior paint, door and window replacement, roofing replacement and replacement of elevator and equipment at the Ferry Terminal at the Key West Historic Seaport.

This project is funded in part with Federal dollars from the Coronavirus State and Local Fiscal Recovery Funds of the American Rescue Plan Act (ARPA) of 2021, Grant No. FM 449492-1-84-01 / G2708.

Davis-Bacon and Related Acts (DBRA), Contract Work Hours and Safety Standards Act, the Copeland "Anti-kickback" Act and other federal regulations apply to this Contract. See Part 5 Supplemental Information for more details on grant requirements and the applicable wage determination.

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A **Non-Mandatory pre-bid meeting** will be held in the conference room at the KWHS Port and Marine Services Offices, 201 William Street, Key West, Florida on **August 1, 2024 at 2:30 p.m.**

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

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

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

- A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. City of Key West Business Tax License Receipt

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

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

The CRA hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award.

For information, please contact **Karen Olson, Deputy Port and Marine Services Director** by email at **kolson@cityofkeywest-fl.gov**. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

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

The CRA retains the right to award bid to the bidder that best meet the needs of the City.

* * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Bid Documents are divided into parts, divisions, and sections for convenient organization and reference.

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Bid Documents, the Bidder should request of the Deputy Director Port and Marine Services, in writing (**no later than August 6, 2024, 5:00pm**) an interpretation thereof. Any interpretation or change in said Bid Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Bid Documents. Bidders shall submit with their Bids or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Work section.

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

3. REQUIRED QUALIFICATIONS

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

4. BIDDER'S UNDERSTANDING

Each Proposer must make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete any contemplated work in strict accordance with the Contract Documents.

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

5. TYPE OF BID

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.

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 4 through 14).

6. PREPARATION OF BIDS

A. GENERAL

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

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

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

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his Bid his experience record showing his experience and expertise in general construction and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State Florida and preferably Monroe County. For each project the following information shall be provided:

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

The bidder shall submit at least 3 references from the above work experience.

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

D. ATTACHMENTS

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

1. Anti-Kickback Affidavit
2. Non-Collusion Affidavit
3. Public Entity Crimes Form
4. City of Key West Indemnification Form
5. Equal Benefits for Domestic Partners Affidavit
6. Cone of Silence
7. Certification Regarding Lobbying
8. Scrutinized Companies List Certification
9. Proof of Insurance

E. CITY OF KEY WEST LICENSE REQUIRED

Contractor is required to have a Certified or Registered General Contractors City of Key West license. License fees not to exceed \$410.00. License shall be obtained within ten (10) days of Notice of Award.

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BID

All BIDS must be submitted no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith **submit one (1) ORIGINAL bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

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

9. MODIFICATION OR WITHDRAWAL OF BID

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

10. AWARD OF CONTRACT

Within 120 calendar days after the opening of Bids the CRA will accept one or more of the Bids. The acceptance of the Bid will be by written notice of award mailed to the office designated in the Bid or delivered to the Bidder's representative.

The CRA reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

11. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER(s) which, in the Owner's sole and absolute judgment will best serve the interest of the Owner. Low bid(s) selection to be based on an hourly rate comparison.

12. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS FOR WORK ORDERS

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

the current U.S. Department of Treasury Circular Number 570 or amendments thereto in the Federal Register of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents.

B. POWER-OF-ATTORNEY

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

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

C. COST OF BONDS

Bonds will be paid for at cost.

13. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

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

14. TIME OF COMPLETION

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

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

The term of this contract will be **one hundred-fifty (150) calendar days**

15. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency

all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

16. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

17. 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 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.

18. 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.

19. SALES AND USE TAXES

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

* * * * *

BID FORM

To: City of Key West, Florida
Address: 1300 White Street, Key West, Florida 33040
Project Title: **FERRY TERMINAL RENOVATION
KEY WEST HISTORIC SEAPORT**
Project No.: ITB #24-013

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

Company Name: Marino Construction Group, Inc.

Contact Name & Telephone #: Adrian Pettit 315-262-6181

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

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

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

GENERAL INSURANCE REQUIREMENTS

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

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

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

SPECIFIC INSURANCE COVERAGES AND LIMITS

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

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

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

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

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

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

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

Bodily Injury &	\$1,000,000.00	Combined Single Limit each Occurrence
Property Damage Liability	\$5,000,000.00	Annual Aggregate

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

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

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

Bodily Injury	\$1,000,000.00 Limit Each Occurrence
	\$1,000,000.00 Limit Each Occurrence

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

or

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

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

Builders Risk Insurance shall be maintained by the Contractor. Coverage should be provided on an "All Risk" basis to include the perils of Flood and Wind. Coverage must extend to all materials stored at the construction site that is intended to be included in the completed structure. Coverage should be provided on a "Completed Value" basis. The minimum acceptable limits for this coverage shall the Full Replacement Value of the completed structure. **City shall be designated as the "Loss Payee" on the policy.**

SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place

of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within **one hundred-fifty (150) calendar days**, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails 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 **\$500.00** per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

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 No's. 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.

UNIT PRICE WORK ITEMS

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts.

The Bidder agrees that the unit price represents a true measure of labor and materials required to perform the Work, including all allowances for 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.

SUBSTITUTIONS

Any material or equipment that will fully perform the duties specified will be considered "equal" provided the bidder submits proof that such material or equipment is of equivalent substance and function and is APPROVED IN WRITING at least 5 business days prior to bid opening (**August 7 2024**). During the bidding period, all approvals shall be issued by the owner in the form of an addenda at least 2 business days prior to the bid opening date.

* * * * *

BID SCHEDULE

Project Title: **FERRY TERMINAL RENOVATION**

Project No.: **ITB #24-013**

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, disposal and 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.

1. Mobilization, General/Supp Conditions and Demobilization

a.	Mobilization	1 each	\$ <u>2,500.00</u>
b.	General/Supp. Conditions	1 each	\$ <u>120,761.00</u>
c.	Demobilization	1 each	\$ <u>2,500.00</u>
	1 LS (10% of Construction Cost Max (a + b + c).)		\$ <u>125,761.00</u>

2. Payment and Performance Bonds

1 LS \$ 14,110.00

3. Permit Fees (to be paid at cost)

1 LS \$ 85,000.00

4. Demolition (includes all labor, equipment and disposal for a complete product)

1 LS \$ 66,676.00

5. Exterior Paint (includes all labor and equipment for a complete product)

1 LS \$ 68,128.00

6. Aluminum Storefront Windows (includes all labor and equipment for a complete product)

1 LS \$ 326,021.00

7. Aluminum Exterior Doors (pair) (includes all labor and equipment for a complete product)

4 EA Unit Price \$ 11,448.00 TOTAL \$ 45,792.00

8. Galvanized Metal Exterior Doors (1 single/ 1 dble) (includes all labor and equipment for a complete product)

2 EA Unit Price \$ 3,090.00 TOTAL \$ 6,180.00

9. Standing Seam Roofing (includes all labor and equipment for a complete product)

1 LS \$ 268,431.00

10. Membrane Roofing (includes all labor and equipment for a complete product)

1 LS \$ 68,922.00

11. Elevator and Equipment (includes all labor and equipment for a complete product)

1 LS \$ 243,706.00

12. Aluminum Exterior Louvers (includes all labor and equipment for a complete product)

8 EA Unit Price \$ 2,221.25 TOTAL \$ 17,770.00

13. New Equipment Room Ductless A/C (includes all labor and equipment for a complete product)

1 LS \$ 18,476.00

14. Allowance (only to be used with owner's written directive)

1 LS \$ 200,000.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of line items 1 - 14 \$ 1,554,973.00

One Million Five Hundred Fifty-Four Thousand
Nine Hundred Seventy-Three Dollars & Zero Cents
(amount written in words)

Alternate Prices:

1. Provide a price to add a lightning protection system: \$ 25,000.00

2. Provide a price to add a secondary waterproofing system to the flat roof: \$ 11,250.00

3. Provide a price to go to an aluminum standing seam roof system: \$ 274,300.00

4. Provide a price to re-roof the boardwalk roof (steel): \$ 46,200.00

5. Provide a price to re-roof the boardwalk roof (Aluminum): \$ 57,200.00

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

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

Payment for materials and equipment authorized by the ENGINEER in a written Change Order but not listed in the above Bid will be provided at the supplier's invoice plus 10 %.

Total allowable cost for Mobilization, General/Supp Conditions and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items (1-14)).

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

<u>Site Mobilization and Demobilization</u>	<u>\$5,000.00</u>
<u>Masonry</u>	<u>\$25,000.00</u>
<u>Structrual Metal</u>	<u>\$5,000.00</u>
<u>Rough and Finish Carpentry</u>	<u>\$38,880.00</u>
<u>Metal Doors and Frames</u>	<u>\$6,180.00</u>
<u>Louvers and Vents</u>	<u>\$17,770.00</u>
<u>Site Cleanup</u>	<u>\$10,000.00</u>

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK <u>KW Ferry Terminal</u>	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
Div. 1	Mobilization/Demobilization	\$5,000.00				\$0.00	0.00%	\$5,000.00	\$0.00
Div. 1	General Conditions	\$106,650.00				\$0.00	0.00%	\$106,650.00	\$0.00
Div. 2	General Site Work and Demolition	\$52,565.00				\$0.00	0.00%	\$52,565.00	\$0.00
Div. 4	Masonry	\$25,000.00				\$0.00	0.00%	\$25,000.00	\$0.00
Div. 5	Structural Metal	\$5,000.00				\$0.00	0.00%	\$5,000.00	\$0.00
Div. 6	Rough and Finish Carpentry	\$33,880.00				\$0.00	0.00%	\$33,880.00	\$0.00
Div. 7	Thermal, Moisture and Roof	\$284,250.00				\$0.00	0.00%	\$284,250.00	\$0.00
Div. 8	Doors and Windows	\$331,180.00				\$0.00	0.00%	\$331,180.00	\$0.00
Div. 9	Finishes	\$71,088.00				\$0.00	0.00%	\$71,088.00	\$0.00
Div. 10	Specialities	\$17,770.00				\$0.00	0.00%	\$17,770.00	\$0.00
Div. 14	Conveying Systems	\$169,605.00				\$0.00	0.00%	\$169,605.00	\$0.00
Div. 15	Mechanical	\$10,277.00				\$0.00	0.00%	\$10,277.00	\$0.00
Div. 16	Electrical	\$16,600.00				\$0.00	0.00%	\$16,600.00	\$0.00
	Liability, P&P Bond	\$28,221.60				\$0.00	0.00%	\$28,221.60	\$0.00
	OH/Fee	\$112,886.40				\$0.00	0.00%	\$112,886.40	\$0.00
	Permit	\$85,000.00				\$0.00	0.00%	\$85,000.00	\$0.00
	Allowance	\$200,000.00				\$0.00	0.00%	\$200,000.00	\$0.00
GRAND TOTALS		\$1,554,973.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,554,973.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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:

Sanibel Glass and Mirror

Name

16804 McGregor Blvd, Fort Myers, FL, 33908
Street City State Zip

Roof Assassins Inc.

Name

1724 Flagler Ave, Key West, FL, 33040
Street City State Zip

Sub Zero

Name

805 Peacock Plaza, Key West, FL, 33040
Street City State Zip

Check Electric, LLC

Name

3255 Flagler Ave, Unit 303-304, Key West, FL, 33040
Street City State Zip

VTS, LLC - Elevator

Name

6501 NE 24st Way, Fort Lauderdale, FL, 33308
Street City State Zip

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 (\$ Five Percent of Bid Proposal Submitted) 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 # 24-013/ Ferry Terminal Renovation Key West Historic Seaport 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 Contract Documents, entitled:

ITB # 24-013 / Ferry Terminal Renovation Key West Historic Seaport

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 23 day of August, 2024.

PRINCIPAL Marino Construction Group, Inc.



By

Travelers Casualty and Surety Company of America

SURETY



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

STATE OF Florida)

: SS

COUNTY OF Orange)





**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*
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 23 day of August, 2024



Kevin E. Hughes
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)

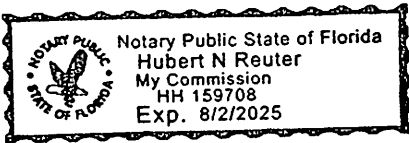
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: [Signature]
Matah Persaud, CEO

Sworn and subscribed before me this 23rd day of August 2024.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: [Signature]

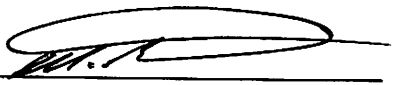


* * * * *

NON-COLLUSION AFFIDAVIT

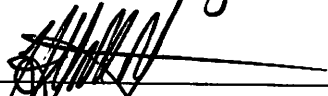
STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

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: 
Matah Persaud, CEO

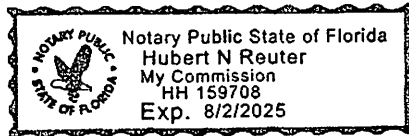
Sworn and subscribed before me this

23rd day of August, 2024.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



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

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

1. This sworn statement is submitted with Bid or Proposal for Ferry Terminal Renovation
Key West Historical Seaport

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

whose business address is 7025 Shrimp Road 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 N/A

3. My name is Matah Persaud
(please print name of individual signing)

and my relationship to the entity named above is as CEO

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

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

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)

08/23/2024

 (date)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

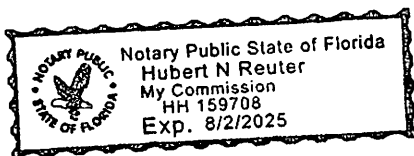
Matah Persaud who, after first being sworn by me, affixed his/her
 (name of individual signing)

signature in the space provided above on this 23rd day of August, 2024.

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: Marino Construction Group Inc.

SEAL:

7025 Shrimp Road Suite 2E

Address 

Signature

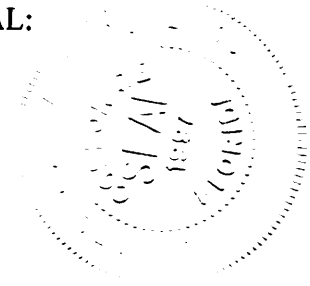
Matah Persaud

Print Name

CEO

Title

DATE: August 23, 2024



* * * * *

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

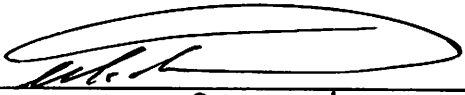
COUNTY OF Monroe)

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 Code of Ordinances Sec. 2-799.

By: _____

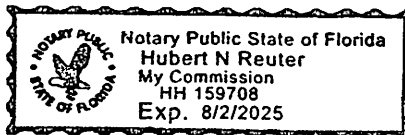


Matak Persaud, CEO

Sworn and subscribed before me this 23rd day of August 2024.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *

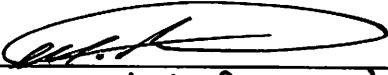
CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

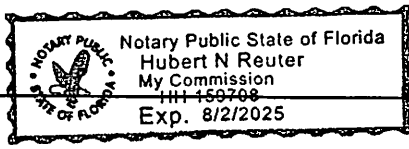
I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Marino Construction Group Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances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

By: 
Matak Persaud, CEO

Sworn and subscribed before me this
23rd day of August 2023.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 

* * * * *

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: Marino Construction Group Inc.

Street address: 7025 Shrimp Road Suite 2E

City, State, Zip: Key West, FL 33040

Matah Persaud

CERTIFIED BY:(type or print)

CEO

TITLE:



(signature)

08/23/2024

(date)

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

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

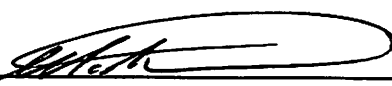
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: <u>Marino Construction Group Inc.</u>		
Vendor FEIN: <u>65-0823279</u>		
Vendor's Authorized Representative Name and Title: <u>Matah Persaud</u>		
Address: <u>7025 Shrimp Road, Suite 2E</u>		
City: <u>Key West</u>	State: <u>Florida</u>	Zip: <u>33040</u>
Phone Number: <u>305-359-5269</u>		
Email Address: <u>mpersaud@marino-construction.com</u>		

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

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

Certified By: <u>Matah Persaud</u> <u>CEO</u>
<i>Print Name</i> <i>Print Title</i>
who is authorized to sign on behalf of the above referenced company.
Authorized Signature: <u></u>

**AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
FOR LABOR OR SERVICES**

Entity/Vendor Name: Marino Construction Group Inc.
Vendor FEIN: 06-0823279
Vendor's Authorized Representative: Matah Persaud, CEO
(Name and Title)
Address: 7025 Shrimp Road, Suite 2E
City: Key West State: Florida Zip: 33040
Phone Number: 305-359-5269
Email Address: mpersaud@marino-construction.com


As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Matah Persaud, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 
Print Name: Matah Persaud
Title: CEO



PORT & MARINE SERVICES
201 William Street
Key West, FL
33040

ADDENDUM NO. 1

**FERRY TERMINAL RENOVATION
KEY WEST HISTORIC SEAPORT**
funded by
AMERICAN RESCUE PLAN ACT (ARPA) of 2021
ITB #24-013

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

INVITATION TO BID:

1. Bid Date has been extended to August 26, 2024, at 3:30pm
2. Non-Mandatory pre-bid meeting will be held on August 13, 2024, at 2:30pm

INSTRUCTION TO BIDDERS:

1. Requests for Information (RFI's) shall be submitted in writing no later than August 19, 2024, 5:00pm

All other elements of the ITB documents shall remain unchanged.

All Respondents 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.

A handwritten signature in black ink, appearing to be "M. J. ...", written over a horizontal line.

Signature

Manino Construction Group Inc.

Name of Business



PORT & MARINE SERVICES

201 William Street
Key West, FL
33040

ADDENDUM NO. 2

**FERRY TERMINAL RENOVATION
KEY WEST HISTORIC SEAPORT**

funded by
**AMERICAN RESCUE PLAN ACT (ARPA) of 2021
ITB #24-013**


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

DRAWINGS:

1. Remove ITB #24-013 Drawings in their entirety and replace with ITB #24-013 Drawings 8.9.24

All other elements of the ITB documents, including the Bid date, shall remain unchanged.

All Respondents 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

Marino Construction Group Inc.
Name of Business



PORT & MARINE SERVICES

201 William Street
Key West, FL
33040

ADDENDUM NO. 3

**FERRY TERMINAL RENOVATION
KEY WEST HISTORIC SEAPORT**

funded by
**AMERICAN RESCUE PLAN ACT (ARPA) of 2021
ITB #24-013**

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

GENERAL NOTES:

1. Non-mandatory Pre-Bid sign-in sheet attached.

BID FORM:

GENERAL INSURANCE REQUIREMENTS/ SPECIFIC INSURANCE COVERAGES AND LIMITS

1. Delete "Builders Risk Insurance" in its entirety.

QUESTIONS AND CLARIFICATIONS:

1. For the Flat Roof Single Ply system – Fibertite is a KEE product can we use an alternative Kee product or different manufacturer that meets the requirements on this project?

Any alternate product shall meet the requirements of this project

2. Metal Roof. The plans call for a metal panels with a Metallic Coating – is galvalume metal an adequate Metallic Coating?

Provide roofing as specified

3. If Galvalume metal is ok for the bid – please note that installation of coated metal may void warranty because of proximity to ocean.

See #2 above

4. On the flat roof there is an antenna on a skid with wires going into the metal roof. Is this antenna in use or are we removing it from structure?

The antenna is to remain

5. In the Breezeway to ships metal roofs please confirm that these roofs are needed in a separate quote unless price fits in budget?

The Boardwalk Roofing is an Alternate Bid

6. Are safety fences needed during work?

Yes

7. Is the site going to be open for business during the process of work?

Yes

8. Will the contractor be responsible for repairing the inside and the windowsill after replacement of windows and doors?

Yes

9. Will the contractor need to paint the interior and exterior after replacement around windows and doors?

Yes

10. Is there a certain supplier the city must work with or is the contractor able to use their own?

The City does not have a preferred supplier

11. Do any of the windows and doors require **Missile Level E or Level D** glass?

All windows and doors to be Large Missile Impact Level E

12. If the city is exempt from taxes from taxes and fees. Who will be paying for the permits, fees, and taxes?

City is exempt from taxes when the City makes the purchases directly. Contractor is responsible for payment of ALL permits

13. Is the contractor responsible for the permits?

Contract or required to procure and abide by all permits

14. Is the project giving an allowance for permitting and for contingencies?

Yes

15. Are the provided drawings sufficient for permit application?

Contract shall provide any supplemental submittals or shop drawings to support the application

16. Are there any blinds contractor needs to remove and replace?

Yes, in the offices

17. What doors need to have a fire-rating?

Storage room doors

18. How often are payments made during work?

Monthly

19. Since the scope of work includes the replacement of all windows and doors, please indicate if the following line items should be addressed.

A. Clearing and Grubbing **Not required**

B. Mobilization/ Demobilization including site-restoration **Required**

C. Stormwater Pollution Prevention **Not required**

20. Please confirm 1 TWIC card is needed for every 5 people on the job.

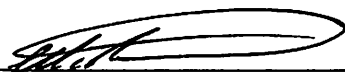
Confirmed

21. Is the whole building to be re-painted interior/exterior?

Exterior only

All other elements of the ITB documents, including the Bid date, shall remain unchanged.

All Respondents 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

Marino Construction Group Inc.

Name of Business

**FERRY TERMINAL RENOVATION
KEY WEST HISTORIC SEAPORT
AMERICAN RESCUE PLAN ACT (ARPA) of 2021
ITB #24-013**

Non-Mandatory Pre-Bid Meeting SIGN-IN Sheet

August 13, 2024

2:30 PM

E / COMPANY

CONTACT #

EMAIL

Olson / City of Key West
Horn / William P. Horn Architect
Sheldon / City of Key West
Tychan / City of Key West

305-809-3803
305-296-8302
305-809-3741
305-809-3778

koslson@cityofkeywest-fl.gov
william@wphornarchitect.com
csheldon@cityofkeywest-fl.gov
timothy.tychan@cityofkeywest-fl.gov

Nike Marino

239 910 2132

m.marino@marino-construction.com

Property Services Inc.

305-815-1217

Leo@A1property-services.net

Keenan / Keenan Construction Co.

305-975-8878

JKeenan@KeenanConstruction.com

onLaChapelle / SeaTech, Inc

305-304-8406

RYONL@SEATECH.CC

STEVIE KENNEDY / DE LAUNDRY ELEVATOR

305-619-2559

STEVIEK@DELAUNDRYELEVATOR.COM

ip. BELL DL Porter Const.

941-929-9400

Kevin@dlporter.com

Pick Gardillo - P+A Roofing and Sheet Metal, Inc.

407-659-9541

rgardillo@pa-roofing.com

CHRISTIAN BRISSON
D FALCON CONTRACTORS

305-872-2200

cb@pedrofalcon.com

and an mitchell / Samantha Jones
General Contractor

305 848 8000

landan@SS6KW.com

lin Adams Nearshore Electric

(305)619-0908

kbadams72@gmail.com

BIDDER'S CHECKLIST

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

1. All Bid Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Bid signed by authorized officer.
6. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting the proposed purchase.
7. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award.
8. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives.
9. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
10. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification
Equal Benefits for Domestic Partners Affidavit; Certification Regarding Lobbying;
Non-Collusion Affidavit; Scrutinized Companies List Certification; Noncoercive Conduct
Affidavit; Proof of Required Insurance

CONTRACT FORMS

DRAFT CONTRACT AGREEMENT

This Contract, made and entered into this _____ day of _____
2024, by and between the City of Key West, hereinafter called the "Owner", and
_____, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for **ITB #24-013 FERRY TERMINAL RENOVATION - KEY WEST HISTORIC SEAPORT**

Key West, Florida to the extent of the Bid made by the Contractor, dated the ___ day of _____, 2024, all in full compliance with the Contract Documents referred to herein.

The PROCUREMENT REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, and the SPECIFICATIONS, SUPPLEMENTAL INFORMATION and DRAWINGS w/ TECHNICAL SPECIFICATIONS, are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within **one hundred-fifty (150) calendar days** and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

In the event the Contractor fails 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 at a rate of **\$500.00** per day. Sundays and legal holidays shall be included in determining days in default.

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. 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.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _____ day of _____, A.D., 2024.

CITY OF KEY WEST

Todd Stoughton, Interim City Manager

CONTRACTOR

By _____

Printed _____

Title _____

APPROVED AS TO FORM

Attorney for Owner

* * * * *

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05 _____

with offices at _____

hereinafter called the CONTRACTOR (Principal), and

_____ with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST**, hereinafter called the CITY (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 20__, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as

accepted by the above CITY, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument

this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

FLORIDA PAYMENT BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____
hereinafter called the CONTRACTOR, (Principal), and

with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____

_____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS(_____),
lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

ITB #24-013 FERRY TERMINAL RENOVATION – KEY WEST HISTORIC SEAPORT
attached hereto, with

the CITY, dated _____

_____, 20__, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR’S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument

this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST



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

Additional Information



Recent Large-Scale Projects

- Coco Vista Apartments: Multi-Family Affordable Housing- 109 Units; \$25.5M- In Progress; Managing Contractor
- Lofts at Bahama Village Buildings A & B: Multi-Family Affordable Housing- 98 Units; \$25M- In Progress; General Contractor of Record
- Perry Hotel Naples: 7 Story 160 Room Hotel; \$47M- In Progress; General Contractor of Record
- Seahorse Cottages: Affordable Housing- 31 Units; \$2.7M- Completed 10/2023; General Contractor of Record
- Wrecker's Cay Apartments: Multi- Family Affordable Housing- 280 Units; \$50M- Completed 6/2023; Managing Contractor
- Carriage Trade Artist Residences-\$2.1M- Completed 10/2023; General Contractor of Record
- Marathon International Airport Terminal Re-Roof Rehabilitation- \$1.8M- Completed 8/2022 General Contractor of Record
- Marathon International Airport Hangar Rehabilitation- \$500K- Completed 3/2022 General Contractor of Record
- Quarry Storage/Storquest- Storage Facility- \$5M- Completed 9/2021; General Contractor of Record
- Quarry Phase III: Multi-Family Affordable Housing – 57 Units; \$12.5M - Completed 11/2021 General Contractor of Record
- Marty's Place: Multi-Family Affordable Housing – 47 Units; \$1.5M - Completed 3/2021 Managing Contractor; Scope: Project Management, Carpentry, Drywall, Stucco, Accessories
- Quarry Phase I & II: Multi-Family Affordable Housing – 208 Units; \$6.6M - Completed 10/2019 Major Subcontractor; Scope: Carpentry, Drywall, Framing, Stucco, Accessories
- Stock Island Marina Village: Utility Expansion; \$75k – Completed 12/2019 General Contractor of Record
- Hampton Inn Suites: Renovation & Property Conversion – 101 Units; \$7.3M – Completed 1/2020 General Contractor of Record

- Stock Island Marina Village: Phase 3 Development; \$9.5M – Completed 12/2019
- General Contractor of Record
- Hyatt Vacation Club Sales Center: Interior Renovations; \$2.5M – Completed 8/2017
General Contractor of Record
- The Perry Hotel Key West: New Construction – 100 Units; \$5.5M – Completed 10/2017 Joint
Venture with Charley Toppino & Sons, Inc.; Scope: Project Management, Carpentry, Interior
Finishes
- Hyatt Centric Key West: Interior Renovations – 118 Units; \$562k – Completed 10/2016
General Contractor of Record
- The Gates Hotel: Interior and Exterior Remodel – 100 Units; \$4M – Completed 2015
General Contractor of Record
- Stock Island Marina Village: Phase I – Marina Complex (Docks, Service Buildings, Site Work) Joint
Venture with Charley Toppino & Sons, Inc; \$15M – Completed 2013; Scope: Project Management
- Coconut Beach Resort: Exterior Renovations; \$1.5M – Completed 2011
General Contractor of Record
- Holiday Inn Express - Marathon, FL: New Construction – 134 Units; \$7M – Completed 2010
General Contractor of Record
- Coconut Beach Resort: Interior Renovations - 50 Units; \$1.5M – Completed 2009
General Contractor of Record
- Orchid Key Inn Key West: Complete Remodel – 24 Units; \$2M – Completed 2008
General Contractor of Record



Background and Experience

Michael Marino, President: Mike has been working as a licensed contractor since 1981 and has owned and operated his own construction business since 1982. Over the years, he's established a number of vendor and subcontractor relationships that MCG still utilizes to this day. His ability to derive construction processes and pair them with his knowledge of building in The Keys is unmatched. He has extensive construction experience in hospitality, multi-family affordable housing, marinas, storage and office buildings, and residential builds/renovations. Mike ensures quality construction while maintaining strict deadlines.

Matt Persaud, CEO and Director of Construction: Matt has over 25 years of construction industry experience, with more than 15 years providing design-build and Project Management services. He is a Florida Licensed General Contractor (CGC1514275). With the successful completion of multi-million-dollar projects, his strengths lie in simplifying and streamlining processes and procedures to drive down costs, improve efficiency and increase bottom line profitability. Matt utilizes a vast background of knowledge and professional skillset to contribute to the ongoing success of an organization.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MARINO, MICHAEL JAMES

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

LICENSE NUMBER: CGC021647

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/20/2024

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.



**2023 / 2024
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2024**

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	0.00	0.00	0.00	50.00

Paid 000-22-00071868 09/21/2023 50.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2024

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	0.00	0.00	0.00	50.00

Paid 000-22-00071868 09/21/2023 50.00

State of Florida

Department of State

I certify from the records of this office that MARINO CONSTRUCTION GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on October 27, 1997.

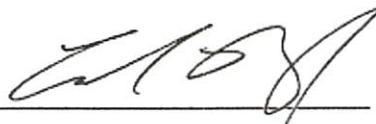
The document number of this corporation is P97000092251.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 6, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of August,
2024*




Secretary of State

Tracking Number: 7197506760CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



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

Detail by Entity Name

Florida Profit Corporation
MARINO CONSTRUCTION GROUP, INC.

Filing Information

Document Number	P97000092251
FEI/EIN Number	65-0823279
Date Filed	10/27/1997
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/20/2019
Event Effective Date	NONE

Principal Address

824 Shavers Lane
KEY WEST, FL 33040

Changed: 01/13/2015

Mailing Address

PO BOX 1706
KEY WEST, FL 33041

Changed: 11/11/2010

Registered Agent Name & Address

MARINO, MICHAEL J
824 Shavers Lane
KEY WEST, FL 33040

Address Changed: 01/13/2015

Officer/Director Detail

Name & Address

Title DPST

MARINO, MICHAEL J
824 Shavers Lane
KEY WEST, FL 33040

Title SV

MARINO, ANGELA KAY
824 Shavers Lane
KEY WEST, FL 33040

Title CEO

Persaud, Matah S
PO Box 1706
Key West, FL 33041

Annual Reports

Report Year	Filed Date
2022	01/31/2022
2023	02/03/2023
2024	03/06/2024

Document Images

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Entity Information - 10/27/1997