

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To: The City of Key West
Address: 3126 Flagler Ave, Key West, Florida 33040
Project Title: KEY WEST BIGHT FERRY TERMINAL BOAT LIFTS
Project: ITB #13-022

BIDDER'S INFORMATION

Name: Lifetime Dock & Lumber, Inc.
Address: 24536 Overseas Highway
Summerland Key, FL 33042
Contact Name: J. Murray Shatt
Email: murray@lifetimeboatlifts.com
Telephone: 305-745-2840
Fax: 305-745-9111

Signature:

J. Murray Shatt, Pres.

Date:

10/18/201

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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

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

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

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.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds will not be required as part of this contract.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within sixty (60) calendar days after all permits are received .

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of five hundred dollars (\$500.00) per day for all work awarded under this contract 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.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1 , 2 , 3 , 4 , 5 (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.

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

ITB #13-022: KEY WEST BIGHT FERRY TERMINAL BOAT LIFTS

LUMP SUM BASE BID PRICE* for supply & installation of 2 boat lifts each with a composite boarding platform

\$ 31,491.00

Bid Total in Words

Thirty-one thousand four hundred ninety-one dollars and zero cents

BID BREAKDOWN*

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Base Bid and Alternate Bid prices and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

Bid Breakdown:

LBL180 - Boat Lifts	\$22,957.00
Processing for Permits	\$750.00
DEP Permits:	\$200.00
City of Key West Permits	\$868.00
Mobilization Charge	\$2,000.00
Boat Lift Installation	\$3,000.00
Parking Permits	\$300.00
Additional Insurance Coverage	\$1,416.00
Lump Sum Total	\$31,491.00

SUBCONTRACTORS

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

Portion of Work: None

Name: N/A

Address: _____

Portion of Work: _____

Name: N/A

Address: _____

Portion of Work: _____

Name: N/A

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: J. Murray Shatt / Lifetime Dock & Lumber, Inc.

Doing business at 24536 Overseas Highway

City Summerland Key State Florida Zip 33042

Telephone No. 305-745-2840

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
J. Murray Shatt	President, Lifetime Dock & Lumber, Inc.
_____	_____
_____	_____
_____	_____

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 2013.

(SEAL)

Name of Corporation - Lifetime Dock & Lumber, Inc.

By: J. Murray Shatt, Pres.

Title: J. Murray Shatt, President

Attest: Mary H. Shatt, Sec

Secretary - Mary H. Shatt

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2013.

Signature of Bidder _____

Title _____

FLORIDA BID BOND

BOND NO. Cashier's Check #8165

AMOUNT \$ 1,575.00

KNOW ALL MEN BY THESE PRESENTS, that

J. Murray Shatt, hereinafter called the
PRINCIPAL, and Lifetime Dock & Lumber, Inc., a corporation duly
organized under the laws of the State of Florida having its principal place of business at
24536 Overseas Highway, Summerland Key FL 33042 in the State of Florida and
authorized to do business in the State of Florida, as SURETY, are held firmly bound unto
hereinafter called the Obligee, in the sum of One thousand five hundred seventy-five dollars and no cents
DOLLARS (\$ 1,575.00) for the payment for which we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

KEY WEST BIGHT FERRY TERMINAL BOAT LIFTS, 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 labor, materials, (except those specifically furnished by the Owner),
equipment, machinery, tools, apparatus, means of transportation for, and the performance of the
work covered in the Bid and the detailed Specifications entitled:

KEY WEST BIGHT FERRY TERMINAL BOAT LIFTS

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 Owner for the performance of said Contract, within five (5) 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
five (5) working days after written notice of such acceptance, enters into a written Contract with
the OBLIGEE 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 18th day of, October 2013.

Lifetime Dock & Lumber, Inc.

PRINCIPAL

J. Murray Shatt

By  _____

Cashier's Check # 8165

SURETY

N/A

Attorney-In-Fact

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

PROJECT ITB #13-021: MARINE SANITATION SEWER SYSTEM- WAHOO AND KINGFISH PIERS

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

1. This sworn statement is submitted with Bid, Bid or Contract No. 21911909 for
ITB-#13-022: Bight Ferry Terminal Boat Lifts
2. This sworn statement is submitted by Lifetime Dock & Lumber, Inc.
(Name of entity submitting sworn statement)
whose business address is 24536 Overseas Highway, Summerland Key, FL 33042
and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-0175083 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)
3. My name is J. Murray Shatt and my relationship to
(Please print name of individual signing)
the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has 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.)

J. Murray Shatt, Pres.
(Signature)

10/18/2013
(Date)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

J. Murray Shatt

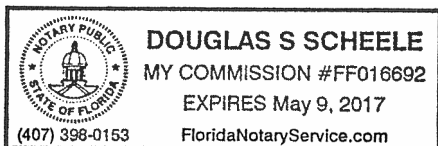
(Name of individual signing)

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

space provided above on this 18 day of October, 2013.

My commission expires:

[Signature]
NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #13-022: KEY WEST FERRY TERMINAL BOAT LIFTS

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.

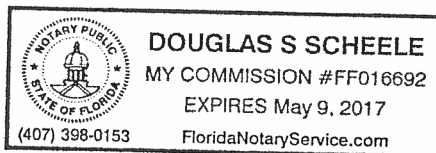
By: *J. Murray Shatt*
J. Murray Shatt

Sworn and subscribed before me this

18 day of October, 2013.

D. S. Scheele
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



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 "indemnities") 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 indemnities 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: Lifetime Dock & Lumber, Inc.

SEAL:

24536 Overseas Highway, Summerland Key, FL 33042

Address

J. Murray Shatt, Pres.

Signature

J. Murray Shatt

Print Name

President

Title

Date

10/18/2013

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

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

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

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

Business Name : Lifetime Dock & Lumber, Inc.

Phone: 305-745-2840

Current Local Address:
(P.O Box numbers may not be used to establish status)
24536 Overseas Highway
Summerland Key, FL 33042

Fax: 305-745-9111

Length of time at this address: 20 Years and 4 months

J. Murray Shatt, Pres.
Signature of Authorized Representative - J. Murray Shatt

10/18/2013
Date

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 18 day of October, 2013.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced Florida Driver's License as identification
(type of identification)

[Signature]
Signature of Notary

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

Print Name of Notary: DOUGLAS S SCHEELE
Type of Stamp: MY COMMISSION #FF016692
EXPIRES May 9, 2017
Title or Rank: _____
(407) 338-6733 FloridaNotaryService.com

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

PROJECT ITB #13-022: KEY WEST FERRY TERMINAL BOAT LIFTS

STATE OF Florida)
 : SS
COUNTY OF Monroe)

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

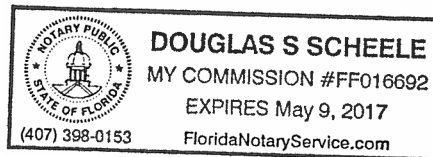
By: Mary Shatt, Pres.

Sworn and subscribed before me this

18 day of October, 2013.

Dg S S L
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



City Ordinance Sec. 2-799
Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to

employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) *Equal benefits* mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with

the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
 - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

- a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
- a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

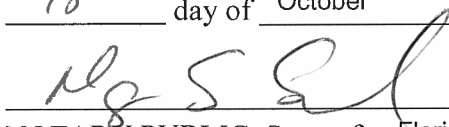
CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

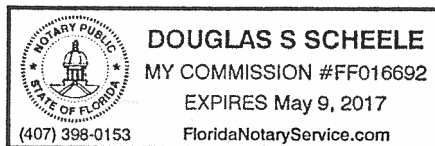
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Lifetime Dock & Lumber, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive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

Sworn and subscribed before me this

18 day of October, 2013.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



Sec. 2-773. Cone of Silence

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

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

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

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

- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and
 - 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.
- (c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:
- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
 - 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.
 - (A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.
 - (B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.
 - 3) Oral communications at duly noticed pre-bid conferences;
 - 4) Oral presentations before publically noticed evaluation and/or selection committees;
 - 5) Contract discussions during any duly noticed public meeting;
 - 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
 - 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or

- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

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

(e) Violations/penalties and procedures.

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

- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- 5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

AC# 6300322

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082401799

DATE	BATCH NUMBER	LICENSE NBR
08/24/2012	128039043	CBC051193

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

SHATT, JOHN MURRAY
LIFETIME DOCK & LUMBER INC
P O BOX 420488
SUMMERLAND KEY FL 33042-0488

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

AC#703856

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12121300413

DATE	BATCH NUMBER	LICENSE NBR
12/13/2012	120231984	SCC131151403

The MARINE SPECIALTY CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

SCHEELE, DOUGLAS SCOTT
LIFETIME DOCK AND LUMBER INC
31017 HOLLERICH DR
BIG PINE KEY FL 33043

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name LIFETIME DOCK & LUMBER, INC. CtlNbr:0003923
Location Addr MM 24 US 1
Lic NBR/Class 14-00003928 CONTRACTOR - CERT BUILDING
Issue Date: August 19, 2013 Expiration Date: September 30, 2014
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75
Comments:

User: CWA/KER Type: OC Drawer: 1
Date: 8/26/13 54 Receipt no: 95790
FW14 3928

OR LIC OCCUPATIONAL RENEWAL

This document must be prominently displayed. 1.00 \$309.75

LIFETIME DOCK & LUMBER, INC. \$309.75

LIFETIME DOCK & LUMBER, INC. \$309.75

POST OFFICE BOX 420488 Trans date: 8/26/13 Time: 13:12:26

SUMMERLAND KEY FL 33042



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2013

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

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

PRODUCER Kelly White & Associates Insurance, LLC P.O. Box 350909 Jacksonville FL 32235		CONTACT NAME: HOUSE PHONE: _____ A/C No. Ext): _____ E-MAIL: _____ ADDRESS: _____ PRODUCER: _____ CUSTOMER ID: _____	
INSURED Lifetime Dock & Lumber, Inc. P.O. Box 420794 Summerland Key FL 33042		INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Co INSURER B: Travelers Property & Casualty Company INSURER C: _____ INSURER D: Maryland Casualty INSURER E: Great American Insurance Group INSURER F: _____	
		NAIC #	

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


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

INSR LTP	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Protection & Indemnity <input checked="" type="checkbox"/> Jones Act/Crew GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-ECT <input checked="" type="checkbox"/> LOC			MRP0200031	05/10/2013	05/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA3549R440-12	07/30/2013	07/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC9595291-03	05/10/2013	05/10/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER includes USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Vessel Pollution			OMH3838990	05/10/2013	05/10/2014	Per Company Schedule \$1,000,000

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

City of Key West is an additional insured as their interest may appear pertaining to ITB Project #13-022 as required by contract per the attached blanket additional insured endorsement. A Waiver of Subrogation is included on behalf of the City of Key West as required by contract for the Marine General Liability and Workers Compensation including USL&H per the attached blanket waiver of subrogation forms. This insurance is primary and non-contributory

CERTIFICATE HOLDER**CANCELLATION**

City of Key West P.O. Box 1409 Key West FL 33041-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED(S) & WAIVER OF SUBROGATION
(BLANKET)**

It is agreed that this Policy will include, as an Additional Insured, any person or organization, but only to the extent that you are obligated by a "written contract" to include them as Additional Insured(s) and only with respect to work and/or operations performed by you or on your behalf.

The inclusion of an Additional Insured does not in any way extend the type of coverage afforded by the Policy, nor does it increase the limits of liability under the Policy.

It is further agreed that we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of "your work" with that person or organization, but only to the extent that you are obligated by a "written contract" to provide such waiver of rights of recovery and only with respect to "your work" or to your premises or the premises you use.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE WRITTEN BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Insurance Company




Premium \$




Countersigned By



WC 00 03 13

(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance

	LastName	First Name	Physical Address	Key/City	Type of Lift	L-Installation Date
1	City of KCB	Ronald A Sutton(Mayor)	600 W Ocean Dr 	Key Colony Beach	10K LBL w/plat	23-Oct-09
2	VOSS	Dan	Lot 4, Block 76 	Big Pine Key	15K w/Plat	11-Oct-13
3	Kemp	John	2232 Matthews Rd 	Big Pine Key	10K w/Plat	01-Oct-13

4	McNulty	Robin	201 10th St 	Key Colony Beach	10K w/Plat	27-Sep-13
5	Leitz	Joseph	29042 Palm Ave. 	Big Pine Key	10K	17-Sep-13
6	Grunden	John	227 La Fite Rd 	Little Torch Key	LBL 12K w/Plat	11-Sep-13

7	Maouad	Brian	717 La Fitte Rd		Little Torch Key	12K/plat	11-Sep-13
8	Kilburn	Richard	120 Star Lane		Geiger Key	10K w/Plat	22-Jul-13
9	Vandervelde	John	2147 Matthews Rd		Big Pine Key	10K w/Plat-trex	28-Jun-13

10	Holcomb	Ken	181 Doubloon Ln	Cudjoe Key	10K	24-May-13
						
11	Morris	Bruce	27392 Anguila	Ramrod Key	10K	16-May-13
						
12	Shifflett	Kenneth	20824 9th Ave W	Cudjoe Key	15K LBL/plat	15-May-13
						

16	Williams	James	3938 Diane Rd	Big Pine Key	7K LBL & Dock	28-Oct-11
						
17	Niles	Jack	8 Evergreen Court	Key Haven	10K w/plat	04-Oct-12
						
18	Vanderkley	Mark	8 Floral Avenue	Key Haven	15K LBL/plat(18k for 10ft beam boat)	17-Sep-12
						





First State Bank
Of The Florida Keys
Key West, Florida 33040

8165

63-43/670
06

REMITTER LIFETIME DOCK AND LUMBER, INC
MARY SHATT

PAY TO THE
ORDER OF CITY OF KEY WEST

DATE

October 17, 2013

AMOUNT

\$1,575.00

THE SUM I 575 DOLS 00 CTS

Cashier's Check

The purchase of an Indemnity Bond will be required before
any Cashier's Check of this bank will be replaced or refunded
in the event it is lost, misplaced or stolen.



[Signature]
AUTHORIZED SIGNATURE

⑈008165⑈ ⑆067000438⑆ 0600001184⑈



CASHIERS CHECK

8165

REMITTER: LIFETIME DOCK AND LUMBER, INC
MARY SHATT

PAY TO THE
ORDER OF: CITY OF KEY WEST

DATE

October 17, 2013

AMOUNT

\$1,575.00

ACCT: 606100717

BRANCH: 006

TELLER 0044
ID:



NON-NEGOTIABLE

⑈008165⑈ ⑆067000438⑆ 0600001184⑈

10