

CONTRACT DOCUMENTS FOR:



RFP #24-009 REPAIR/REPLACE HOCKEY RINK ROOF

JULY 2024

MAYOR: TERI JOHNSTON

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

LISSETTE CAREY

CLAYTON LOPEZ

MARY LOU HOOVER

PREPARED BY:
City of Key West

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PART 1

GENERAL PROPOSAL

REQUIREMENTS

REQUEST FOR PROPOSAL

Sealed proposals for the City of Key West (CITY) **Request for Proposal (RFP) #24-009 REPAIR/REPLACE HOCKEY RINK ROOF**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 **until 3:00 pm on July 31st, 2024** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

A mandatory pre proposal meeting will be held on July 19th at 10:00 a.m. at the hockey rink, corner of Bertha St and Atlantic Blvd, Key West, Florida.

Please submit one (1) original and two (2) flash drives with one single PDF file of the sections entitled “Proposal Requirements” and “Contract Forms”. Proposal package is to be enclosed in a sealed envelope, clearly marked on the outside “RFP 24-009 PROPOSAL FOR REPLACE/REPAIR HOCKEY RINK ROOF” addressed and delivered to the City Clerk at the address noted above.

The CITY is requesting proposals to provide all materials, equipment and labor necessary to repair/replace the hockey rink roof.

The full Request for Proposal 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

The Proposer will be required to furnish documentation with the proposal showing compliance with any and all licensing requirements of the State.

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

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

Compliance with these provisions is required before the Proposer can enter into the agreement contained in the Contract Documents.

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

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

For information concerning the proposed work please contact **Marcus Davila 305-809-3751, madavila@cityofkeywest-fl.gov**. Verbal communications, per the City's "Cone of Silence" ordinance, are not allowed. Responses will be by way of addendum.

As stated above at the time of the proposal submittal the Proposer must provide satisfactory documentation of State Licenses. The Proposer shall furnish documentation showing compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Proposer 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 CITY may reject proposal 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, (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CITY, or (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor formalities or irregularities in any proposal.

INSTRUCTIONS TO PROPOSER

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed.

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Proposer should request of the COMMUNITY SERVICES DIRECTOR, in writing (at least TEN (10) calendar days prior to bid opening (July 21, 2024)) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Proposers shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Services/Minimum Qualifications section.

3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CITY. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein. Additionally, all Proposers must meet the minimum qualifications as described in Proposal Submittal Requirements and Scope of Services/Minimum Qualifications section.

4. PROPOSER'S UNDERSTANDING

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

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

5. TYPE OF PROPOSAL

A. UNIT PRICES

The Proposal for the work is to be submitted on a UNIT PRICE basis. The total amount to be paid the Contractor shall be the actual number of units used in the services. The owner reserves the right to enter into a contract for all or portions of the project.

6. PREPARATION OF PROPOSAL

A. GENERAL

All blank spaces in the Proposal form must be filled in, as required, preferably in BLACK ink. No changes shall be made in the phraseology of the forms.

Any Proposal 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 Request for Proposal.

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

B. SIGNATURE

The Proposer shall sign the Proposal in the blank space provided therefore. If Proposer 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 Proposer 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 on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. ATTACHMENTS

Proposer shall complete and submit the following forms with the proposal:

- Proposal Form
- Non-Collusion Affidavit
- Anti-Kickback Affidavit
- Sworn Statement under section 287.133(3)(a) Florida Statutes, on Public Entity Crimes
- Indemnification Form
- Local Independent Contractor Form
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- Scrutinized Companies List Certification
- All requirements listed in Proposal Submittal Requirements
- Proof of Insurance

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Request for Proposals.

Proposals must be made on the Proposal 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 Proposal must be submitted in a sealed envelope, so marked as to indicate the Proposer's name and its contents (project name and number) without being opened and addressed in conformance with the instructions in the RFP.

9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer or via email.

If by email, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of Proposal. No Proposal may be withdrawn after the time scheduled for opening of Proposals unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Proposers shall have elapsed.

10. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the lowest responsive, responsible Proposer to sign the Contract and provide acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the second ranked Proposer. Such award, if made, will be made within one hundred-twenty (120) days after the opening of Proposals.

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

11. BASIS OF AWARD

An evaluation committee will evaluate all proposals that meet the minimum qualifications of this RFP. Each committee member shall complete an evaluation sheet ranking each qualified Proposer against the weighted criteria set forth below. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, the evaluation committee shall provide the results of the scoring and ranking to the CITY, along with a recommendation to award the contract to the highest ranked Proposer. If the City and the highest ranked Proposer are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected firm. The City may then negotiate with the next highest ranked firm. The negotiation process may continue in this manner through successive firms until an agreement is reached or the City terminates this RFP.

The selection committee will shortlist no less than 2 firms, unless less than 2 firms submit proposals.

SELECTION CRITERIA	Maximum Points
Experience and Qualifications	30
Price of Proposal	20
Familiarity with Similar Projects	20
Work in Similar Environment	20
References	10
POINT TOTAL	100

12. EXECUTION OF CONTRACT

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

13. TERM OF CONTRACT

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

14. PROPOSER'S DECLARATION AND UNDERSTANDING

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

The Proposer further declares that the Contract Documents have been carefully reviewed and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

15. ADDENDA

The Proposer hereby acknowledges that Addenda No's. _____, _____, _____ have been received, (Proposer shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that the Proposal(s) includes all impacts resulting from said addenda.

INSURANCE REQUIREMENTS

1.0 GENERAL INSURANCE REQUIREMENTS:

- 1.01 During the Term of the Agreement, the Independent 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 Independent Contractor's Liability policies with the exception of the Independent 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 Independent 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 Independent 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 Independent 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 Independent Contractor's performance bond, letter of credit, or other security acceptable to the City.
- 1.06 The Independent 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 Independent Contractor shall promptly authorize and have delivered such statement to the City.
- 1.07 The Independent 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 Independent Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Independent 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 Independent 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 Independent 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 Independent Contractor. The Independent Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Independent 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 Independent Contractors may continue to engage in necessary business activities during the operations of the Independent Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Independent Contractor's insurance company as being in the care, custody, or control of the Independent 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 Independent 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 The Independent Contractor shall provide 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 Independent Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Independent Contractor will ensure all independent contractors and sub-contractors to maintain the same types and amounts of insurance required of the independent Contractor. In addition, the Independent Contractor will ensure that the Independent contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Independent Contractor contained within this Agreement. The Independent Contractor shall obtain Certificates of Insurance comparable to those required of the Independent Contractor from all independent contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request.

Independent Contractor's obligation to ensure that all independent contractor's and sub-contractor's insurance as provided herein shall not exculpate Independent Contractor from the direct primary responsibility Independent Contractor has to the City hereunder. The City will look directly to Independent Contractor for any such liability hereunder and shall not be obligated to seek recovery from any independent contractor or subcontract or under such independent contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Independent 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	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

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

Commercial General Liability Insurance shall be maintained by the Independent 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
Property Damage Liability	Occurrence and \$2,000,000.00 Aggregate

Completed Operations Liability Coverage shall be maintained by the Independent 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 Independent 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:

\$1,000,000 Combined Single Limit

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

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.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

Proposer will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Proposer will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the Proposer.

PROPOSAL SUBMITTAL REQUIREMENTS

1. **Contents of the Proposal:** The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The proposals shall be no more than twenty (20) sheets double-sided (40 pages), be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled flash drives in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.
2. **Table of Contents:** The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.
3. **Executive Summary:** Each Proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.
4. **Experience and Qualifications:** Indicate the firm's number of years of experience in providing professional services as it relates to the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Company address, phone number, fax number, email address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.
5. **Approach to Scope of Work:** Provide in concise narrative form your understanding of the City's needs, goals, and objectives as they relate to the work, and your overall approach to accomplishing the work. Provide information on your firm's current workload and how this project will fit into your workload. Describe available staff, facilities, technological capabilities, and other available resources you offer for the work. List those persons who will have a management position working with the City, if you are awarded the contract. List name; title or position; and work duties. A resume or summary of experience and qualifications must accompany your proposal.
6. **References:** Provide at least three references, preferably government agencies, for work with similar scope as listed in this RFP. Information should include client name, address,

contact person telephone and E-mail addresses, description of work, year the project was completed, total cost of the project, estimated and actual.

In addition to the information above the Proposer shall complete and submit the following with his proposal (Not counted towards 20 sheet limit):

- Proposal Form
- Non-Collusion Affidavit
- Anti-Kickback Affidavit
- Sworn Statement under section 287.133(3)(a) Florida Statutes, on public entity crimes
- City of Key West Indemnification Form
- Local Independent Contractor Form
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- Scrutinized Companies List Certification
- Proof of Insurance
- A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact in writing.

Note: If any of the items above or as required in other parts of the document are not included in the Proposal, the Proposal will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.

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

PROPOSAL FORM

To: CITY CLERK
CITY OF KEY WEST, FLORIDA
1300 WHITE STREET
KEY WEST, FLORIDA 33040

Project Title: REPAIR/REPLACE HOCLEY RINK ROOF,

Project No.: RFP No. 24-009

PROPOSER'S INFORMATION

Name: _____

Address: _____

Contact Name: _____

Email: _____

Telephone: _____

Fax: _____

PROPOSAL FORM

LUMP SUM PROPOSAL FOR **Pre-Engineered Metal Building and Roof Repair**

The Proposer agrees to accept as full payment for the lump sum base Proposal work proposed under this project, as herein specified and shown on the Drawings, based on the undersigned's own estimate of quantities and costs, the following Lump Sum of:

\$ _____
(numbers)
Dollars _____ Cents

(Amount written in words has precedence)

NOTE: THE LUMP SUM WILL BE THE BASIS FOR EVALUATING LOW PROPOSER AND THE BASIS OF AWARD.

The following is a required breakdown of the above Lump Sum Proposal showing unit prices for the listed items and their extended totals. All units are approximate.

<u>QUANT.</u>	<u>UNIT.</u>	<u>PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
Removal of Existing Decking and Purlins				
1	EACH	_____	_____	_____
Replacement of the Purlins w/ New Purlins				
25	EACH	_____	_____	_____
Install Diagonal Struts Between Purlins and Bottom Flanges				
16	EACH	_____	_____	_____
New Decking Installed				
1	EACH	_____	_____	_____
Clean, Prime, and Paint All Steel Surfaces w/ Exterior Finish				
1	EACH	_____	_____	_____
Manufacture and Install Reinforcement Plates				

1 EACH _____

Sandblast and Treat Corrosion on All Metal Surfaces

1 EACH _____

Removal of Debris

1 EACH _____

Removal, Storage, and Reinstallation of Electric, Lights, Fans, Etc.

1 EACH _____

Install of Gutters

1 EACH _____

**LUMP SUM PROPOSAL FOR
Replace Existing Pre-Engineered Building w/ All New Building**

The Proposer agrees to accept as full payment for the lump sum base Proposal work proposed under this project, as herein specified and shown on the Drawings, based on the undersigned's own estimate of quantities and costs, the following Lump Sum of:

\$ _____
(numbers)

_____ Dollars _____ Cents

(Amount written in words has precedence)

NOTE: THE LUMP SUM WILL BE THE BASIS FOR EVALUATING LOW PROPOSER AND THE BASIS OF AWARD.

The following is a required breakdown of the above Lump Sum Proposal showing unit prices for the listed items and their extended totals. All units are approximate.

<u>QUANT.</u>	<u>UNIT.</u>	<u>PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
Remove Existing Steel Building				
1	EACH	_____	_____	_____
Paint All Steel Surfaces w/Exterior Finish Paint				
1	EACH	_____	_____	_____
Install New Pre-Engineered Steel Building				
1	EACH	_____	_____	_____
Install Gutters				
1	EACH	_____	_____	_____

SUBCONTRACTORS

The Proposer 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 Proposer is awarded the Contract:

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

PROPOSER

The name of the Proposer submitting this Proposal is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

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

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

Name

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20__.

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 20__.

Signature of Proposer _____

Title _____

EXPERIENCE OF PROPOSER

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

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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: _____

Sworn and subscribed before me this

_____ day of _____, 20____.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

ANTI – KICKBACK AFFIDAVIT

STATE OF _____)
 : SS
COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this _____ day of _____,
20____.

NOTARY PUBLIC, State of _____ 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:

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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

signing this sworn statement _____

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

and my relationship to the entity named above is _____

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means

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

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

____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted Proposer list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted Proposer 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 Proposer list. (Please attach a copy of the final order.)

____ The person or affiliate has not been put on the convicted Proposer list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this _____ day of _____, 20____.

My commission expires:

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.

Proposer: _____

SEAL: _____

Address

Signature

Print Name

Title

DATE: _____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

LOCAL INDEPENDENT CONTRACTOR CERTIFICATION PURSUANT TO
CITY OF KEY WEST ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the Independent Contractor listed herein, certifies to the best of his/her knowledge and belief, that the Independent Contractor 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 Independent Contractor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local Independent Contractor 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 _____ Phone: _____

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

Signature of Authorized Representative Date: _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

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

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

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

By: _____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

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

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____		
Vendor FEIN: _____		
Vendor's Authorized Representative Name and Title: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Phone Number: _____		
Email Address: _____		

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: _____,	
<i>Print Name</i>	<i>Print Title</i>
who is authorized to sign on behalf of the above referenced company.	
Authorized Signature: _____	

PART 2
SCOPE OF SERVICES/
MINIMUM QUALIFICATIONS/OTHER
REQUIREMENTS

SCOPE OF WORK

This contract consists of providing all material all labor, materials, tools, equipment, transportation, fuel costs, services, supervision, and performing all operations required to properly provide repair/replacement of the Hockey Rink Roof.

1.1 DESCRIPTION

- A. All work shall conform to all State of Florida regulations and requirements and all existing City and County Codes and regulations. The work must be accomplished with professional methods and standards of the trade.

The OWNER reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies through separate procurement actions due to unique or special needs, as determined at the sole opinion of the OWNER.

Contractor shall be responsible for mobilization and demobilization of labor, materials, and equipment. All trip charges, mileage, vehicle charges, fuel, and travel times are to be included in the proposal pricing.

RFP 24-009 – REPAIR/REPLACE HOCKEY RINK ROOF

- B. Related requirements in other parts of the Contract Documents: Include but not limited to:

1. General and Supplementary Conditions of the Contract for Construction.

1.2 CONTRACTOR'S DUTIES:

- A. In addition to provisions stipulated in other portions of the Contract Documents, the Contractor shall:

1. Secure permits as necessary for proper execution and completion of the work. The Contractor shall be totally responsible for securing and complying with all, required permits and payment of associated fees. Contractor shall ensure that work complies with all applicable local, state, and federal codes.
- B. Provide an experienced, qualified, and competent Superintendent able to read, write and speak English to oversee the work and perform quality assurance inspections. Prior to starting construction, the proposed Superintendent's qualifications shall be submitted in writing to the City for approval. The approved Superintendent shall be expected to remain for the duration of the Contract, unless the City or COMMUNITY SERVICES DIRECTOR deem him/her inadequate and requests his/her removal or the Contractor cannot continue his services to the Contract for a reason or reasons that shall be communicated in writing to the City.

- C. The Superintendent shall provide to the City, upon request, Daily Reports for each day of work, the reports shall be in English, legible, and signed. Contractor shall provide PDF copies monthly. Reports shall include name of beach, time of arrival & departure, equipment and personnel, seaweed quantities removed, seaweed disposal site delivery tickets, weather conditions, any problems encountered on the site.

1. SCOPE OF WORK

Pre-Engineered Metal Building and Roof Repair

- Removal of existing decking and purlins
- Replacement of the purlins with new purlins
- Install diagonal struts between purlins and bottom flanges
- New decking installed
- Clean, prime, and paint all steel surfaces w/ exterior finish
- Manufacture and install reinforcement plates
- Sandblast and treat corrosion on all metal surfaces
- Installation of gutters
- Removal of debris
- Removal, storage, and reinstallation of electric, lights, fans, etc.
- 2 coats of marine topcoat
- Decking must be for marine and coastal environment
- Responsible for any damages to existing surface and current structures

Replace Existing Pre-Engineered Building w/ All New Building

- Remove existing steel building
- Paint all metal surfaces w/ exterior finish paint
- Install new pre-engineered steel building
- Installation of gutters
- Removal of debris
- Removal, storage, and reinstallation of electric, lights, fans, etc.
- 2 coats of marine topcoat
- Decking must be for marine and coastal environment
- Responsible for any damages to existing surface and current structures

PART 3

DRAFT AGREEMENT

DRAFT AGREEMENT

Between

CITY

And

For
REPAIR/REPLACE HOCKEY RINK ROOF

Date

AGREEMENT FOR REPAIR/REPLACE HOCKEY RINK ROOF

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 RFP 24-009 REPAIR/REPLACE HOCKEY RINK ROOF, Key West, Florida to the extent of the Proposal made by the Contractor, dated the ____ day of ____ 2024, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the PROPOSAL, PROPOSAL BOND, CONTRACT FORMS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT, SCOPE OF WORK, SITE MAPS.

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 proposal in the Proposal 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 in the fastest reasonable timeframe and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said PROPOSAL.

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.

It is agreed that the Contract, based upon the PROPOSAL, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

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.

**SIGNATURE PAGE FOR
AGREEMENT FOR RFP #24-009
REPAIR/REPLACE HOCKEY RINK ROOF**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement
To be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

City of Key West, Florida

By: _____ Date: _____
City Manager

Attest: _____ Date: _____
City Clerk

Proposer

By: _____ Date: _____

Print Name: _____

Title: _____

Witness _____ Date: _____

Witness _____ Date: _____

APPENDIX I

STRUCTURAL REPORT

Southernmost Hockey Club Cover Structure

This report is intended to give the recipients a clear picture of how the structure does now exist, and how to prolong its service life through the use of a new roof deck and sub-roof structural upgrades. This in conjunction with long overdue maintenance to this structure's main bents and related components. In order to reach a general consensus, we must first begin with the end goal of restoring the roof's watershed integrity and eliminate the secondary problem of rust in large chunks, falling onto the hockey rink endangering the kids and the spectators. The report will show a good cross section of the damage through charts and photos that clearly depict the state of disrepair the structure currently is in. There are coatings and single ply membranes that would overlay the entire roof and allow it to become a watershed structure again, but would do nothing to remedy the underlying problem of the sub-roof failure, it is our professional opinion that the roof deck is perforated with rust holes that leaks rain water onto the light gauge sub roof causing rust failure where ever the roof panels bear on them and where they bear upon the main bents. Therefore, they must be replaced.

The plan is a complete retrofit of the roof deck, the sub-roof structure, light gauge structural columns and refurbishment of the main bents We have priced the upgraded material in a galvanized finish to save on maintenance through the life span of the structure. This Report will highlight five main topics of this structure for review. There is an Alpha-Numeric Legend on the next page and Photos with notes for you to familiarize yourselves with project.

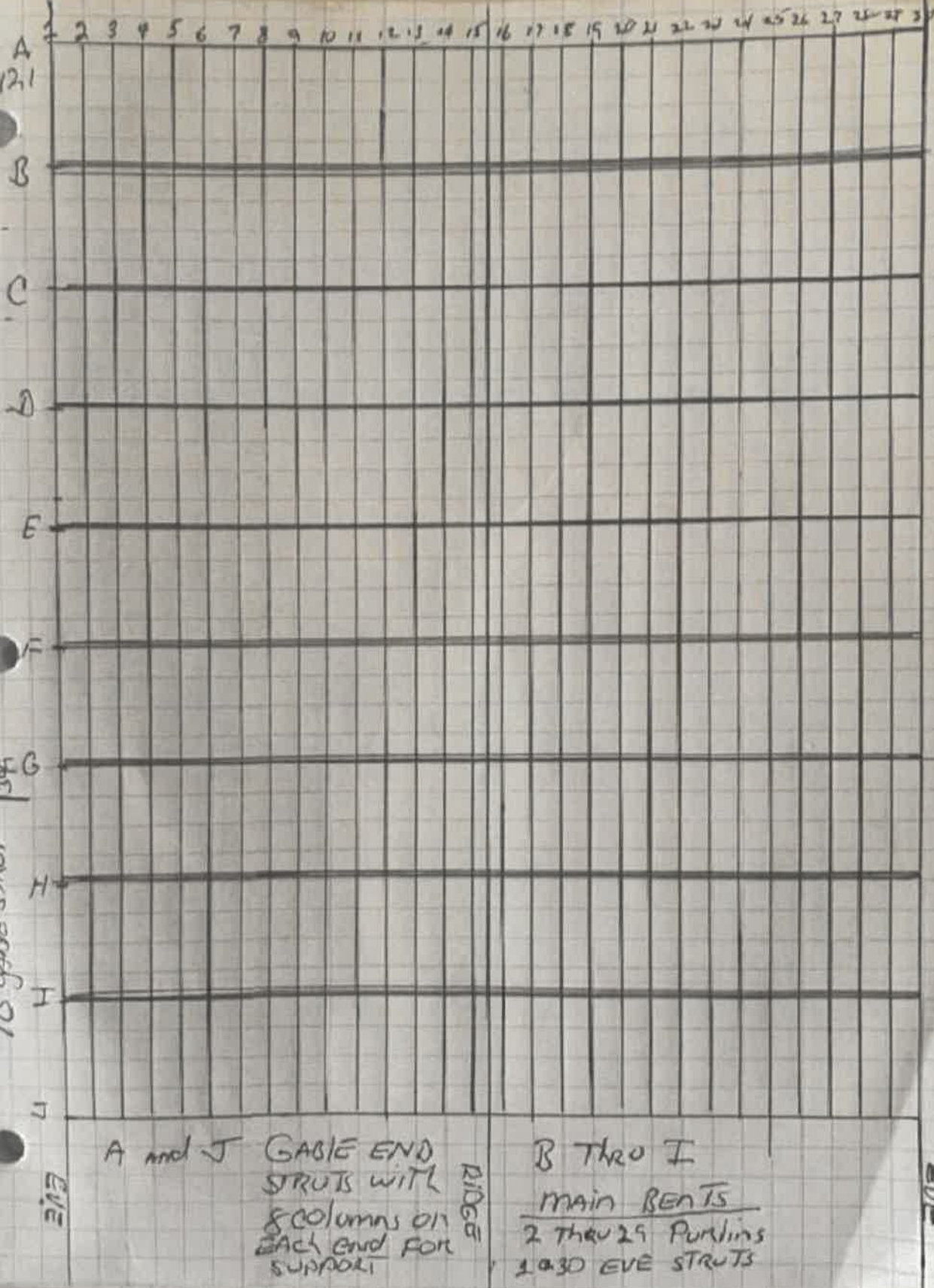
1. Concrete Foundation, Piers, Anchor, Bolts, and Main Bent Base Plates.
2. Main Bent Structural Bolt Up Plates and General Inspection.
3. Roof Purlins with Eve & Gable Struts. (sub-roof)
4. East & West Gable End, Light Gauge Structural Columns and Foundations
5. Roof Deck and Trim.

209X121

25, 289 390. 27

N
34'

252 Purlins
18 EVE STRUT
10 GABLE STRUT



A and J GABLE END
STRUTS WITH
8 COLUMNS ON
EACH END FOR
SUPPORT

B THRU I
MAIN BENTS
2 THRU 29 PURLINS
1 & 30 EVE STRUTS

1. Concrete Foundation Piers Anchor Bolts, and Main Bent Base Plates. All of these components seem to be in serviceable condition and are to be used in the Retrofit.









2. Main Bent Structural Bolt Up Plates and Base Plates, after a thorough inspection showed that these joints, for the most part are in good shape, and that the overall condition of the bent is good. The Bents will be cleaned and painted before being reused.





3. Roof Purlins and Eve & Gabel End Struts

1. The current condition clearly justifies complete replacement. The whole sub-roof structure is covered in scaly rust. These must be replaced for this project to provide the longevity of twenty plus years that would make it worth the capital outlay. As any roof is only as strong as its sub-roof strength and attachment, by utilizing galvanized roof struts with eave & gable end struts not only add to the overall strength of the roof, but also cut down on the maintenance of the Structures lifetime maintenance cost.





4. light gauge structural columns on the east and western ends of the structure. The cost of replacing these columns is outweighed by the cost involved in cleaning, painting, and ensuring that the existing columns would be up to par, providing the strength required during a high wind event.

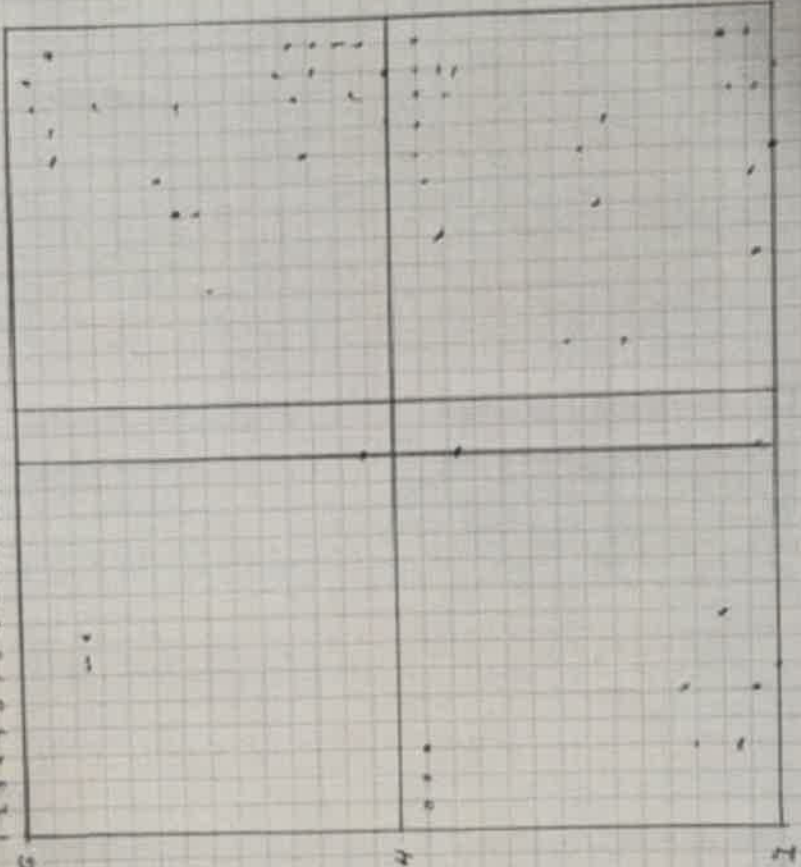




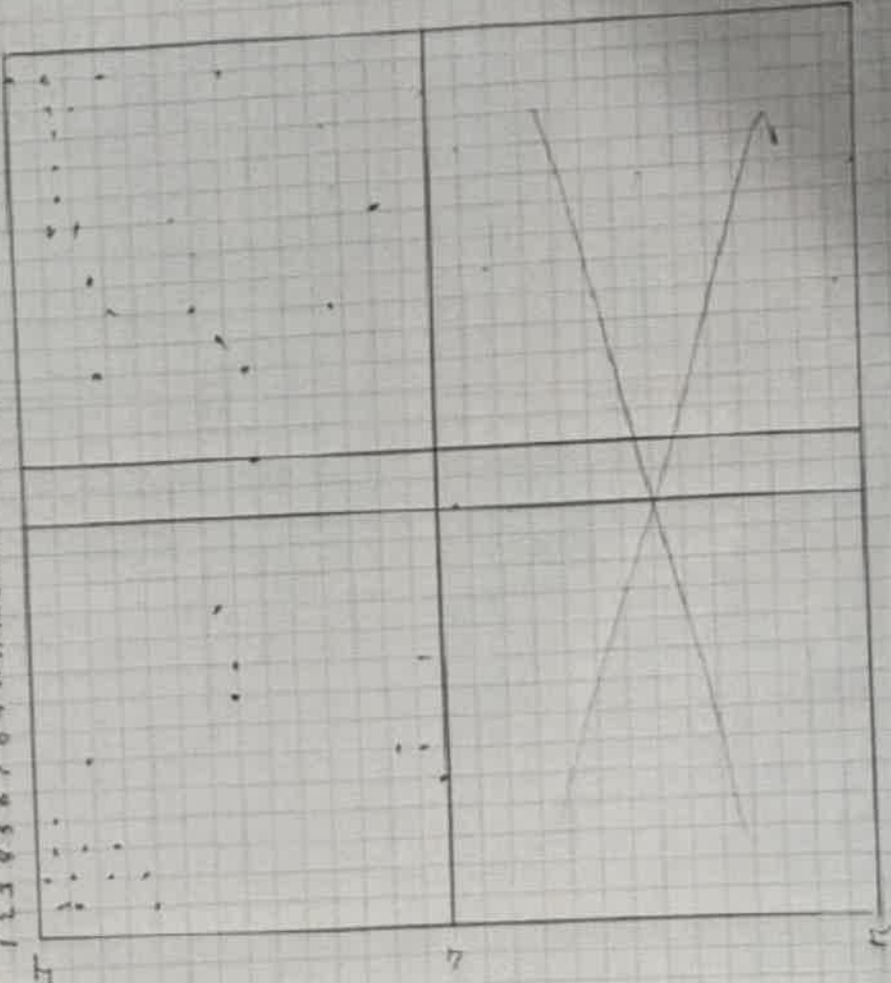
5. Roof Deck and Trim, these panels and fasteners have unequivocally reached the end of their service life. As you can see from the photos (too many too publish) and the following documentation charts the roof deck is literally perforated with at least five hundred documented perforations over its 25,290sf surface area as well as hundreds more developing. New White Galvalume roofing panels will not only protect you from rain and sunshine, but will also provide added strength to the structure through diaphragmatic action once properly fastened.

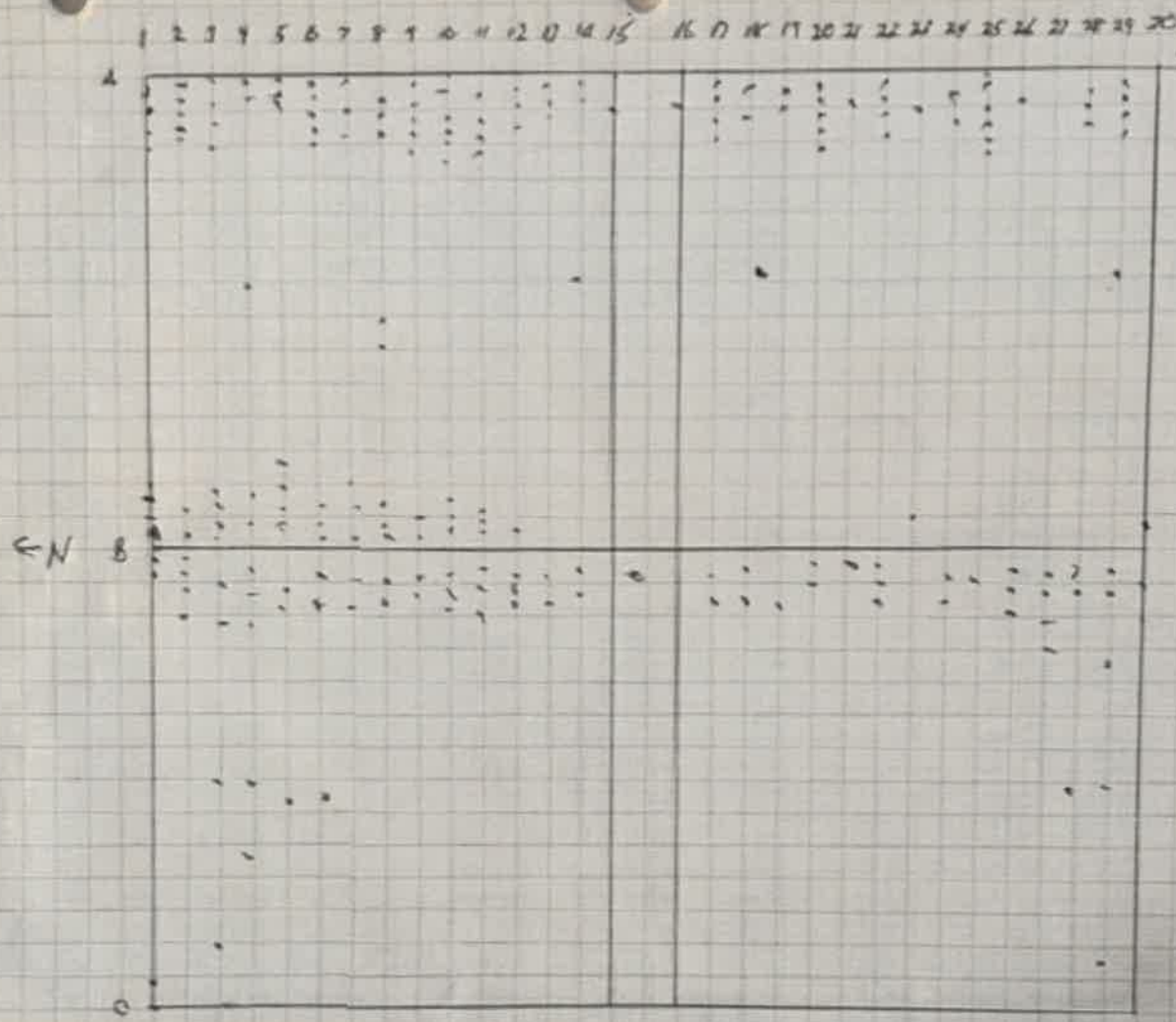


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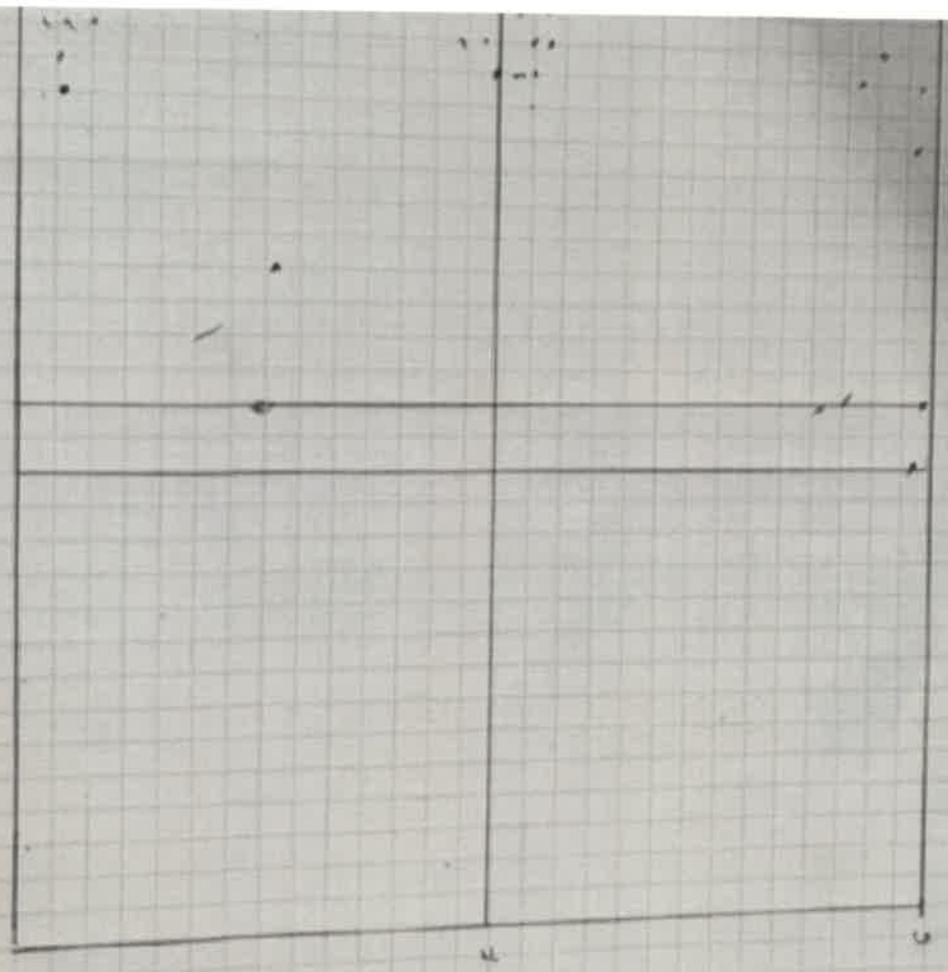


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