

**FLORIDA BID BOND**

BOND NO. N/A

AMOUNT: \$ N/A

KNOW ALL MEN BY THESE PRESENTS, that McTeague Construction Co., Inc.

hereinafter called the PRINCIPAL, and Developers Surety and Indemnity Company

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

having its principal place of business at P.O. Box 19725, Irvine, CA 92623

in the State of CA

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

City of Key West

hereinafter called the OBLIGEE, in the sum of Five Percent of Amount Bid  
DOLLARS (\$ -----5%-----) for the payment for which we bind  
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for REBID:  
Transient Restrooms / Dockmaster Building, said Bid Proposal, by reference thereto, being  
hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

**ITB #18-010 REBID: TRANSIENT RESTROOMS / DOCKMASTER BUILDING – CITY MARINA at GARRISON BIGHT**

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 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

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

Signed and sealed this 14th day of February, 2018.

McTeague Construction Co., Inc.

By [Signature]  
PRINCIPAL

Developers Surety and Indemnity Company  
SURETY

By [Signature]  
Attorney-In-Fact  
Charles J. Nielson

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:  
\*\*\*Charles J. Nielson, Brett M. Rosenhaus, Kevin R. Wojtowicz, Charles D. Nielson, Laura Mosholder, jointly or severally\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: Daniel Young  
Daniel Young, Senior Vice-President  
By: Mark Lansdon  
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond  
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 14th day of February, 2018.

By: Cassie J. Bernisford  
Cassie J. Bernisford, Assistant Secretary



**BID FORM**

To: City of Key West, Florida  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: **REBID: TRANSIENT RESTROOMS / DOCKMASTER BUILDING  
CITY MARINA @ GARRISON BIGHT**  
Project No.: ITB #18-010

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

Company Name: McTeague Construction Co Inc  
Contact Name & Telephone #: Michael McTeague 772-286-6100  
Email Address: mike@mcteagueconstruction.com

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

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

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

### CONTRACT EXECUTION

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

### CERTIFICATES OF INSURANCE

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

### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within **three-hundred (300)** calendar days, including construction of the foundation and assembly of the structure.

### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$1,000.00** per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

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

### ADDENDA

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

### SALES AND USE TAXES

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

### LUMP SUM WORK ITEMS

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

The Bidder agrees that the lump sums represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

## BID SCHEDULE

### REBID: TRANSIENT RESTROOMS / DOCKMASTER BUILDING CITY MARINA at GARRISON BIGHT

#### LUMP SUM BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

*Pricing for each line item to be broken out into percentages as indicated.*

#### 1. Mobilization, General Conditions, Permit Fees and Demobilization

Dockmaster / Maintenance	1LS (68%)	\$ <u>153,000.00</u>
Transient Restroom	1LS (32%)	\$ <u>72,000.00</u>

#### 2. Grant Requirements

Transient Restroom	1LS (100%)	\$ <u>-----</u>
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#### 3. Demolition (includes all labor, equipment and disposal for a complete product)

Dockmaster / Maintenance	1LS (50%)	\$ <u>19,500.00</u>
Transient Restroom	1LS (50%)	\$ <u>19,500.00</u>

#### 4. Foundation (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance	1LS (68%)	\$ <u>170,000.00</u>
Transient Restroom	1LS (32%)	\$ <u>80,000.00</u>

#### 5. Lift, Stairs, Decking, Railings & Building Signage (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance	1LS (50%)	\$ <u>40,600.00</u>
Transient Restroom	1LS (50%)	\$ <u>40,600.00</u>

#### 6. Building Structure & Roof (includes all labor, equipment & material for a complete product)

Dockmaster / Maintenance	1LS (68%)	\$ <u>234,600.00</u>
Transient Restroom	1LS (32%)	\$ <u>111,400.00</u>

7. Interior Finishes (includes all labor, equipment, material and disposal for a complete product)

Dockmaster / Maintenance 1LS (68%) \$ 251,980.00

Transient Restroom 1LS (32%) \$ 118,585.00

8. Doors & Windows (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance 1LS (79%) \$ 47,400.00

Transient Restroom 1LS (21%) \$ 12,600.00

9. Mechanical (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance 1LS (72%) \$ 82,800.00

Transient Restroom 1LS (28%) \$ 32,200.00

10. Electrical (includes all labor, fixtures, equipment and material for a complete product)

Dockmaster / Maintenance 1LS (68%) \$ 109,935.00

Transient Restroom 1LS (32%) \$ 28,580.00

11. Plumbing (includes all labor, fixtures, equipment and material for a complete product)

Dockmaster / Maintenance 1LS (31%) \$ 21,700.00

Transient Restroom 1LS (69%) \$ 48,300.00

12. Site Work (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance 1LS (50%) \$ 84,000.00

Transient Restroom 1LS (50%) \$ 84,000.00

13. Landscaping (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance 1LS (50%) \$ 15,400.00

Transient Restroom 1LS (50%) \$ 15,400.00

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

1 LS \$ **25,000**

**TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:**

Total of BASE BID lump sum items 1 - 14 \$ 1,919,080.00

One Million Nine Hundred Nineteen Thousand Eighty Dollars 00 Dollars & 00 Cents  
(amount written in words)

**BID ALTERNATES**

**NOTE:** OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO BID ALTERNATE ITEMS. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATES WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

1. Provide galvanized metal standing seem roofing on entry canopy roof in-lieu of V- crimp metal roofing. White finish as specified in section 07617 sheet A-8.

1 LS \$ 11,000.00

2. Provide IPE wood decking (5/4 x 6 premium, square edge) in-lieu of 5/4 x 6 PT wood decking for the stairs and covered porch decks.

1 LS \$ 29,400.00

3. Provide PT wood louver panels in-lieu of PT wood lattice panels (vertical pattern) to infill the holes for the crawl space.

1 LS \$ 7,800.00

**ALLOWANCE ITEM:**

1. Secondary underground electrical over specified 75'-0".

Per FOOT unit price \$ 80.50 /lf

**The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by Technical Specification Divisions included in the Base Bid and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.**

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the suppliers invoice plus 10 %.



CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

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

concrete work	
carpentry	
drywall	

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:

Electric

---

Portion of Work

Florida Keys

---

Name

---

Street, City, State, Zip

Plumbing

---

Portion of Work

Plumbing Mart

---

Name

---

Street, City, State, Zip

A/C

---

Portion of Work

Alligator ac

---

Name

---

Street, City, State, Zip

---

Portion of Work

---

Name

---

Street, City, State, Zip

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed  
and its seal affixed by its duly authorized officers this 13 day of FEBRUARY 2018  
20\_\_.

(SEAL)

McTeague Construction Co Inc  
Name of Corporation

By [Signature]

Title President

Attest [Signature]

Sworn and subscribed before this 13 day of February, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: Sept 6 2020



Jennifer McTeague  
Commission # GG011951  
Expires: Sept. 6, 2020  
Bonded thru Aaron Notary

[Signature]

**ANTI-KICKBACK AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Martin )

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

By: Michael McTeague 

Sworn and subscribed before this 13 day of February, 20    

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: Sept 6 2020



Jennifer McTeague  
Commission # GG011951  
Expires: Sept. 6, 2020  
Bonded thru Aaron Notary



\* \* \* \* \*

**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 Rebid: Transient Restrooms  
Dockmaster Building City Marina @ Garrison Bldg

2. This sworn statement is submitted by McTeague Construction CO  
(name of entity submitting sworn statement)

whose business address is 624 SE Central Parkway Stuart Fl 34994

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2296929

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

3. My name is Michael McTeague  
(please print name of individual signing)

and my relationship to the entity named above is President

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

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

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

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

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

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

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

     The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

*[Signature]*  
(signature)

2/13/2018  
(date)

STATE OF Florida

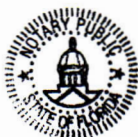
COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Michael McTeague Who, after first being sworn by me, affixed his/her  
(name of individual signing)

signature in the space provided above on this 13 day of February, 20 18.

My commission expires: Sept 6, 2020



Jennifer McTeague  
Commission # GG011951  
Expires: Sept. 6, 2020  
Bonded thru Aaron Notary

*[Signature]*  
NOTARY PUBLIC

**CITY OF KEY WEST INDEMNIFICATION FORM**

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

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

CONTRACTOR: McTeague Construction Co Inc SEAL:

624 SE Central Parkway Stuart Fl 34994

Address

Signature

Michael McTeague

Print Name

President

Title

DATE: 2/13/2018

Sworn and subscribed before this 13 day of February, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: Sept 6 2020



Jennifer McTeague  
Commission # GG011951  
Expires: Sept. 6, 2020  
Bonded thru Aaron Notary

26

Transient / Dockmaster  
Required Forms

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Martin )

I, the undersigned hereby duly sworn, depose and say that the firm of McTeague  
Construction Co Inc

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

By: 


Sworn and subscribed before this 13 day of February, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: Sept 6, 2020



Jennifer McTeague  
Commission # GG011951  
Expires: Sept. 6, 2020  
Bonded thru Aaron Notary



\* \* \* \* \*



**CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )

: SS

COUNTY OF Martin )

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

By: *[Signature]*

Sworn and subscribed before me this

13 day of February 2018.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: Sept 6, 2020



Jennifer McTeague  
Commission # GG011951  
Expires: Sept. 6, 2020  
Bonded thru Aaron Notary

*[Signature]*

\* \* \* \* \*

**LOCAL VENDOR CERTIFICATION**  
**PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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 Code od Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code od Ordinances 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 McTeague Construction Co Inc Phone: 772-286-6100  
 Current Local Address: 624 SE Central Parkway Stuart FL 34994 Fax: 772-286-7130  
 (P.O Box numbers may not be used to establish status)  
 Length of time at this address \_\_\_\_\_

*Michael McTeague* 2/13/2018  
 Signature of Authorized Representative Date

STATE OF Florida  
 COUNTY OF Martin

The foregoing instrument was acknowledged before me this 13 day of February, 20 18  
 By Michael McTeague, of McTeague Construction Co  
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
 or has produced \_\_\_\_\_ as identification  
 (type of identification)

*Jennifer McTeague*  
 Signature of Notary  
Jennifer McTeague  
 Print, Type or Stamp Name of Notary

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



Jennifer McTeague  
 Commission # GG011951  
 Expires: Sept. 6, 2020  
 Bonded thru Aaron Notary

## BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification   
Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification; Grant Requirements



## **PORT & MARINE SERVICES**

201 William Street  
Key West, FL 33040

### **ADDENDUM NO. 1**

#### **REBID: TRANSIENT RESTROOM/ DOCKMASTER BUILDING CITY MARINA at GARRISON BIGHT ITB #18-010**

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

#### **QUESTIONS and CLARIFICATIONS**

1. Please advise if there are details forthcoming for the pre-finished aluminum and stainless steel cable rail assemblies (i.e.: dimensions/profiles on the posts, gauge of cabling, etc.).

**See revised sheet A-5.1 attached**

2. There is no roof plan. The plans call for rigid insulation to slope at 1/4" per foot. Sheet A-1.1, Enlarged Site Plan, shows the roof slopes; are we to follow those slopes to create the roof pitches?

**Yes, follow sht. A-1.1, Enlarged Site Plan, for roof slopes**

3. Who is responsible for the relocation of the existing oil recycling containment center?

**The oil recycling containment will be relocated by the owner.**

4. Will the County require a permit for the new driveway cut?

**No, a Permanent Right-of-Way Permit will be required from the City.**

5. What is the project cost estimate?

**Project cost estimate is \$1,500,000**

6. Please provide a geotechnical report.

**Geotechnical Report attached.**

7. Bidder's Checklist, Page 30, Item Number 11 states: "*Bid submitted intact with the volume entitled "Bidding Requirement" and "Contract Forms"...*" If we are required to submit Part 2, Contract Forms Conditions of the Contract, what is the contractor required to complete and execute in Part 2, Contract Forms?

**Revise Bidder's Checklist item #11 to read "Bid submitted intact with the volume containing the all Procurement Requirements and any forms required in Part 2, 3, 4 & 5 of the documents, one (1) original, two (2) USB drives.**

8. Is Certified Payroll required?

**No, certified payroll is not required.**

9. Are there Davis Bacon Wages included in this contract?

**No, Davis Bacon does not apply to this contract.**

10. Is a Flood Elevation Certificate available?

**No, there is no flood elevation certificate.**

11. Page 12, Liquidated Damages states "Sundays and legal holidays shall be **excluded**...". Pages 32, 54 and 63 state they are to be "**included**". Which is correct?

**Sundays and legal holidays shall be included in determining days in default.**

12. Sheet E-3 note located in middle top of page states "Provide 24 volt transformer, video cameras with back-up.....and wireless cameras." The note does not indicate the location and quantity. Please provide the location and quantities for the new cameras?

**See revised sheet A-5.1 attached**

13. Sheet E-3 (in the same note) also states "... underground wire pull box @ GPS Coordinates 24336.07 N 81475.75 W...". These coordinates seem to indicate the pull box is located off property. Please provide drawings showing the exact location for this pull box?

**See revised sheet A-5.1 attached**

14. Contractor is responsible to maintain one (1) active driveway off Palm Avenue. Temporary closure only for final paving and striping.

15. Contractor is responsible to maintain access to boat ramp. Temporary closure only for final paving and striping.

16. Staging Area Plan attached. Note that the shoulder area between the staging area and sidewalk may also be used for staging. It will be the contractor's responsibility to restore should, if used, at no cost to the owner.

17. Florida Building Code Energy Calculations attached

18. Miami-Dade Notice of Acceptance (NOA's) attached
19. Florida Green Building Coalition (FGBC) Checklist and Guidelines attached.
20. Mandatory Pre-Bid Sign-In sheet attached.

**PROCUREMENT REQUIREMENTS**

1. New Bid Schedule attached.
2. Non-Collusion Affidavit attached.

**SPECIFICATIONS**

**Section 01010 – SCOPE OF WORK**

1. Contractor to provide and maintain "two" (2) unisex ADA compliant portable toilets for the duration of the project. Toilets to be emptied a minimum of twice weekly.

**DRAWINGS**

1. Remove and replace sheet A-5.1 with attached
2. Remove and replace sheet E-3 with attached
3. Remove and replace sheet C-2 with attached.

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

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



\_\_\_\_\_  
Signature

McTeague Construction Co Inc

\_\_\_\_\_  
Name of Business

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

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

Custon Facility    1,700,000.00    Martin County Doug Norman 407-383-8320

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Pahokee Housing Authority    950,000.00    Kimberely Dellastaious    561-582-5622

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Frem Village Pahokee Housing Authority    800,000,00    Kimberely Dellastaious 561-582-5622

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City of Port St Lucie    Frank Knott    772-380-6022    various jobs

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