

#### CONSTRUCTION GROUP

#### TRANSMITTAL

Included:	Date:	Wednesday, January 5, 2022
Drawings:	То:	City of Key West
Specifications:	Company:	Office of the City Clerk
Correspondence:	Address:	1300 White Street, Key West, FL 33040
Submittal:	Email:	N/A
Proposal: X		
For Your:	Project:	City of Key West Oil & Gas Waste Stations
	Description:	ITB #21-010
Approval:	Remarks:	Please find the original copy of our Bid
Review/Comment:		Submittal enclosed with 2 copies
Use: X		on Flash Drives.
Return:		
South View	Deservels	
Sent Via:	Regards,	
Fed-Ex, UPS, USPS:		
Overnight:		
Fax:	ksmith@marir	no-construction.com
Hand Delivered: X	Konnen en nam	

CGC021647 | 305-359-5269 | PO Box 1706 Key West, FL 33041 | www.marino-construction.com



CONSTRUCTION GROUP

# City of Key West Oil & Gas Waste Stations ITB # 21-010

**Bid Submission** 

Bidder: Marino Construction Group, Inc. CGC # 021647

CGC021647 | 305-359-5269 | PO Box 1706 Key West, FL 33041 | www.marino-construction.com

# CONTRACT DOCUMENTS FOR:



ITB # 21-010

# CITY OF KEY WEST OIL AND GAS WASTE STATIONS

September 2021

### MAYOR: TERI JOHNSTON

**COMMISSIONERS:** 

**GREG DAVILA** 

JIMMY WEEKLEY

SAM KAUFMAN

**BILLY WARDLOW** 

CLAYTON LOPEZ

MARY LOU HOOVER

PREPARED BY: City of Key West Engineering Services

#### CITY OF KEY WEST

### KEY WEST, FLORIDA

#### CONTRACT DOCUMENTS

For

### CITY OF KEY WEST OIL AND GAS WASTE STATIONS

\*\*\*\*

CONSISTING OF: BID REQUIREMENTS CONTRACT FORMS CONDITIONS OF THE CONTRACT GENERAL REQUIREMENTS DRAWINGS

\*\*\*\*\*

KEY WEST, FLORIDA

September 2021

Table of Contents

## **PART 1 - BIDDING REQUIREMENTS**

INVITATION TO BID	1
INSTRUCTIONS TO BIDDERS	
BID PROPOSAL FORM	9
FLORIDA BID BOND	20
ANTI – KICKBACK AFFIDAVIT	22
NON-COLLUSION AFFIDAVIT	23
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	24
INDEMNIFICATION FORM	27
LOCAL VENDORS FORM	28
DOMESTIC PARTNERSHIP AFFIDAVIT	29
CONE OF SILENCE AFFIDAVIT	30
BIDDER'S CHECKLIST	31

# PART 2 - CONTRACT

CONTRACT	33
PERFORMANCE BOND	35
PAYMENT BOND	37

## **PART 3 - CONDITIONS OF THE CONTRACT**

GENERAL CONDITIONS	)
SUPPLEMENTARY CONDITIONS	)

# **PART 4 - SPECIFICATIONS**

SPECIAL CONDITIONS	69
SUMMARY OF WORK	74
MEASUREMENT AND PAYMENT	75
SUBMITTALS AND SUBSTITUTIONS	76
MAINTENANCE OF TRAFFIC	80
PRODUCT HANDLING	81
OIL TANK SPECIFICATIONS	83
GAS TANK SPECIFICATIONS	84

### **PART 5 - DRAWINGS**

CITY OF KEY WEST OIL AND GAS WASTE STATIONS

# PART 1

# **BIDDING REQUIREMENTS**

#### INVITATION TO BID

Sealed bids for the City of Key West ITB # 21-010 CITY OF KEY WEST OIL AND GAS WASTE STATIONS, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on **Thursday December 16<sup>th</sup> 2021** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled "Bidding Requirements" and "Contract Forms". Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "ITB #21-010 CITY OF KEY WEST OIL AND GAS WASTE STATIONS" addressed and delivered to the City Clerk at the address noted above.

The project contemplated consists of providing all site work, materials, equipment and labor necessary to accomplish the following:

Construct three recycling centers at the specified locations, each with used oil and used gasoline containment tanks per the provided plans and specifications.

Drawings and Specifications may be obtained from Demand Star by Onvia or City of Key West. Please contact Demand Star at <u>www.demandstar.com</u> or call 1-800-711-1712 or <u>www.cityofkeywest-fl.gov</u>

A <u>mandatory Pre - Bid meeting</u> will be held on **Thursday November 18<sup>th</sup> 2021 at 11:00 a.m** at Key West City Hall, 1300 White Street, Key West in the main conference room on the second floor.

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

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

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he 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, Florida.

All bid 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

ITB 21-010

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 Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to John Paul Castro, Director of Utilities, at jcastro@cityofkeywest-fl.gov.

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

#### **INSTRUCTIONS TO BIDDERS**

#### 1. CONTRACT DOCUMENTS

#### A. <u>FORMAT</u>

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 by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

#### B. <u>DOCUMENT INTERPRETATION</u>

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 Bidder should request of the ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) 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 available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

#### 2. <u>GENERAL DESCRIPTION OF THE PROJECT</u>

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

#### 3. **QUALIFICATION OF CONTRACTORS**

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes to bid and perform the work specified herein.

#### 4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the

ITB 21-010

INSTRUCTIONS TO BIDDERS

ENGINEER, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite.

Each Bidder shall inform himself of, and the Bidder 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, burning and non-burning requirements, permits, fees, and similar subjects.

#### 5. <u>TYPE OF BID</u>

#### A. <u>LUMP SUM</u>

The BID for the work is to be submitted on a lump sum basis per location, including a contingency amount of \$60,000. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade/type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.

#### 6. **PREPARATION OF BIDS**

#### A. <u>GENERAL</u>

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

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

#### B. <u>SIGNATURE</u>

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to

opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

#### C. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his Bid his experience record showing his experience and expertise in the specified work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

- 1. Description and location of work.
- 2. Contract amount.
- 3. Dates work was performed.
- 4. Owner and name of Owner's contact person and phone number.
- 6. Designer and name of Designer's contact person and phone number.

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

#### D. <u>ATTACHMENTS</u>

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

Anti-Kickback Affidavit Non-Collusion Affidavit Public Entity Crimes Form Indemnification Form City of Key West Business License Tax Receipt Local Vendors Form Domestic Partnership Affidavit Cone of Silence Affidavit Bidders' Checklist

#### E. <u>PUBLIC ENTITY CRIMES FORM</u>

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

#### 7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state

5

ITB 21-010

CITY OF KEY WEST OIL AND GAS WASTE STATIONS

INSTRUCTIONS TO BIDDERS

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 state and local sales and use taxes. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

#### 8. <u>SUBMISSION OF BIDS</u>

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package.

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

#### 9. MODIFICATION OR WITHDRAWAL OF BIDS

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

#### 10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

#### 11. <u>RETURN OF BID SECURITY</u>

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

#### 12. <u>AWARD OF CONTRACT</u>

Within 90 calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids.

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

#### 13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

#### 14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies 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 Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

#### 16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

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

7

#### 17. <u>TIME OF COMPLETION</u>

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

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

The term of this contract will be 180 calendar days.

INSTRUCTIONS TO BIDDERS

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

#### **BID FORM**

To:	The City of Key West			
Address:	1300 White St., Key West, Florida 33040			
Project Title:	CITY OF KEY WEST OIL AND GAS WASTE STATIONS			
City of Key West Project No.: <u>ITB # 21-010</u>				
Bidder's person to contact for	or additional information on this Bid:			
Name:	Marino Construction Group, Inc.			
Telephone:	305-359-5269			

#### **BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

#### CONTRACT EXECUTION AND BONDS

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

#### CERTIFICATES OF INSURANCE

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

#### GENERAL INSURANCE REQUIREMENTS

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

any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, it should seek professional assistance.

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

#### SPECIFIC INSURANC E COVERAGES AND LIMITS

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

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

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

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

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

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

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

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

or

Bodily Injury &

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

#### START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

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

#### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$1.000 per day for each day that expires after the time specified for Final completion.

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

#### **ADDENDA**

The Bidder hereby acknowledges that he has received Addenda Nos. <u>1</u>, <u>2</u>,

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

#### SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

#### PUBLIC ENTITY CRIMES

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

#### COMBINED UNIT PRICE AND LUMP SUM WORK

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

#### **PERMITS**

The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department and other agencies.

### **BID ADDITIVE ALTERNATE NO. 1**

## Contractor to provide a cost to build a fourth station at the City Marina at Garrison Bight in the location shown on the attached map. Use the bid form below.

Item Description	Qty	Units	Unit Price	Total
Mobilization	1	EA	\$ 1,166.6	
General / Supp Conditions	1	EA	\$ 9,803.6	7
Performance / Payment Bonds	1	EA	\$ 2,181.4	8
Demobilization	1	EA	\$ 333.33	
(10% of Construction Cost Max)				<b>\$</b> 13,485.14
Permit Fees (to be paid at cost)	1	LS	\$10,000	\$ 10,000
Furnish and Install Waste Transfer Station Shed at				······································
City Marina at Garrison Bight				
per Stantec Plans and Specifications, including:				
• Oil Tank:				
-400 gallon steel tank				
-71"Lx52"Wx61"H				
-Covered disposal funnel				
-Level gauge				
-2" Coupling				
- Instruction Decals				
-Profile Tertiary Containment Spill Pan				
• Gas Tank:				
- 125 gallon				
-41"Lx30"Wx38"H				
-530 lbs				
-Double Wall				
-Ports: (2) 3" NPT, (6) 2" NPT				
-UL 142 Listed				
-(2) 3" Emergency Vents				
-Leak Gauge				
-Level Gauge				
-Lockable Venting Fuel Cap				
• <u>Shelf:</u> (2) Structural Plantia Vantad Shalajina				
-(2) Structural Plastic Vented Shelving				
• <u>Storage Bins:</u> -(6) Plastic Hopper Bin (3-Pack), total 18 bins			176,422.5	0
<u>Trash Cart:</u>				
-Toter Heavy Duty Two-Wheel Trash Cart, 64 gallon		EA	\$	<b>\$</b> 197,334.64



#### CITY OF KEY WEST OIL AND GAS WASTE STATIONS Key West, Florida Stantec Project No. 215614441 BID FORM

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

			Unit	
Item Description	Qty	Units	Price	Total
Mobilization	1	EA	\$ 3,500.0	
General / Supp Conditions	1	EA	\$ 29,411	.00
Performance / Payment Bonds	1	EA	\$6,544.4	
Demobilization	1	EA	\$ 1,000.0	
(10% of Construction Cost Max)				\$40,455.44
Permit Fees (to be paid at cost)	1	LS	\$10,000	\$ 10,000
Furnish and Install Waste Transfer Station Shed at				
City Marina at Garrison Bight				
per Stantec Plans and Specifications, including:				
• <u>Oil Tank:</u>				
-400 gallon steel tank				
-71"Lx52"Wx61"H				
-Covered disposal funnel				
-Level gauge				
-2" Coupling				
- Instruction Decals				
-Profile Tertiary Containment Spill Pan				
• <u>Gas Tank:</u>				
- 125 gallon				
-41"Lx30"Wx38"H				
-530 lbs				
-Double Wall				:
-Ports: (2) 3" NPT, (6) 2" NPT				
-UL 142 Listed				
-(2) 3" Emergency Vents				
-Leak Gauge -Level Gauge				
-Level Gauge -Lockable Venting Fuel Cap				
• Shelf:				
-(2) Structural Plastic Vented Shelving				
Structural Plastic Vented Sherving     Storage Bins:				
-(6) Plastic Hopper Bin (3-Pack), total 18 bins				
• Trash Cart:			176,422.5	0
-Toter Heavy Duty Two-Wheel Trash Cart, 64 gallon	1	EA	\$	Š\$
Totel Houry Duty The wheel Hubb out, or Buildin				

Furnish and install Waste Transfer Station Shed at Key West Bight				
per Stantec Plans and Specifications, including:				
• <u>Oil Tank:</u>				
-400 gallon steel tank				
-71°Lx52°Wx61°H				
-Covered disposal funnel				
-Level gauge				
-2" Coupling				
- Instruction Decals				
-Profile Tertiary Containment Spill Pan				
• <u>Gas Tank:</u>				
- 125 gallon				
-41"Lx30"Wx38"H				
-530 lbs				
-Double Wall				
-Ports: (2) 3" NPT, (6) 2" NPT				
-UL 142 Listed				
-(2) 3" Emergency Vents				
-Leak Gauge				
-Level Gauge				
-				
-Lockable Venting Fuel Cap				
• <u>Shelf:</u>				
-(2) Structural Plastic Vented Shelving				
<u>Storage Bins:</u>				
-(6) Plastic Hopper Bin (3-Pack), total 18 bins			182,799.2	29
• <u>Trash Cart:</u>			· ·	
-Toter Heavy Duty Two-Wheel Trash Cart, 64 gallon	1	EA	\$	\$
Furnish and install Waste Transfer Station Shed at				
Rockland Key				
per Stantec Plans and Specifications, including:				
• Oil Tank:				
-400 gallon steel tank				
-71°Lx52°Wx61°H				
-Covered disposal funnel				
-Level gauge				
-2" Coupling				
- Instruction Decals				
-Profile Tertiary Containment Spill Pan				
• <u>Gas Tank:</u>				
- 125 gallon				
-41"Lx30"Wx38"H				
-530 lbs			1	
-Double Wall				
-Ports: (2) 3" NPT, (6) 2" NPT				
-UL 142 Listed				
-(2) 3" Emergency Vents				
	1	1	1	1

		Total	<b>Base Bid</b>	\$ 646,674.73
General Allowance (Only to be used with owners' written permission)	1	LS	\$60,000	\$ 60,000
Safety Act	1	LS	\$ 50.00	\$
Product information and Warranty Certificate Binder	1	LS	\$ 25.00	\$
As-builts	1	LS	\$ <sup>500</sup>	\$
Trash Cart:     Toter Heavy Duty Two-Wheel Trash Cart, 64 gallon	1	EA	176,422.: \$	\$0 \$
<ul> <li>-(2) Structural Plastic Vented Shelving</li> <li><u>Storage Bins:</u></li> <li>-(6) Plastic Hopper Bin (3-Pack), total 18 bins</li> </ul>				
-Level Gauge     -Lockable Venting Fuel Cap     • Shelf:				

#### TOTAL LUMP SUM BASE BID

Six Hundred Forty-Six Thousand Six Hundred Seventy-Four Dollars

(Amount written in words has precedence)

and Seventy Three Cents

#### SUBCONTRACTORS

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

Bella

Name					
	Key West	FL 33040			
Street	City	State	Zip		
Kubi Custom					
Name					
	Stock Island	FL 33040			
Street	City	State	Zip		
Perfection Roofing					
Name					
	Key West				
Street	City	State	Zip		

Street	City	State	Zip
Surety			
Travelers Casualty & Surety Co	mpany of America	whose	e address is
One Tower Square	Hartford	СТ	06183
Street	City	State	Zip
<u>Bidder</u>		truction Group, Inc.	
<u>Bidder</u>			ig business at
<u>Bidder</u> The name of the Bidder submitt	ing this Bid is <u>Marino Const</u>	doin	

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Michael J. Marino, President	
Angela Marino, Vice President	
Matah Persaud, CEO	

### If Sole Proprietor or Partnership

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

N/A

N/A 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 <u>5th</u> day of <u>January</u> <u>20 22</u>.

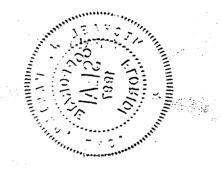


Marino Construction Group, Inc.	
Name of Corporation	
By: Matah Persaud	
Title: _CEO	
Attest: Secretary	

END OF SECTION

## mile correct li

IN WITCHESS WHERFOF the undersigned corporation has caused this instrument to be executed and a seal afficed by its duly authorized officers has <u>5th</u> day of <u>January 20.22</u>.



Atarano Construction Group, Inc. Name of Corporation

By: Matah Persnud	£.
Tale: CEO	
Atrest	
Secretary	

#### HOLOME TO GHA

 $^{?4}$ 

CITY OF REVIWEST OFF. AND GAS WASTESTATIONS IND TROPOSAL FORM

11321-010

#### FLORIDA BID BOND

BOND NO. <u>N/A</u>

AMOUNT: \$ Five Percent of Bid Proposal Submitted

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

Marino Construction Group, Inc.

hereinafter called the PRINCIPAL, and \_\_\_\_\_

Travelers Casualty and Surety Company of America

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

having its principal place of business at One Tower Square, Hartford, CT 06183

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

City of Key West

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for ITB # 21-010/ CITY OF KEY WEST OIL AND GAS WASTE STATIONS said Bid, by reference thereto, being hereby made a part hereof.

ITB 21-010

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

#### ITB 21-010 / CITY OF KEY WEST OIL AND GAS WASTE STATIONS

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

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

Signed and sealed this  $\frac{3}{2}$  day of January  $202x^2$ 

PRINCIPAL

Marino Construction Group, Inc.

By Chie

STATE OF Florida ) : SS COUNTY OF Monroe )

Travelers Casualty and Surety Company of America SURETY

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

CITY OF KEY WEST OIL AND GAS WASTE STATIONS BID BOND

ITB 21-010

By

21

(a) South Stands and Stands and a subgroup of the conservation of the south set of the loop (OFF) and a set of the set

المحدولات المسيرية بعدية مناطقة ومستنبطة العالية الدارات المستوراتية فالمحلوة عاملية المسيرية المحد المعلم الم الإنتاج المالية المستنبة المطلقة من المحيكة من الألال المتاركة المستنبة المالية المحدة المحدة المعالية المعالية المحصل المستنبة المستنبة المطلقة المطلقة المستنبة المحاف المحية المحلوم المحدة المحلوم المحدة المحدة المحدة الم المحتف يواجع عليه المحدة المحدة المحدة المحمة المحقية المحافة المحاف المحدة المحلوم المحدة المحدة المحدة المحدة المحتف يواجع عليه المحدة المحدة المحدة المحدة المحقية المحقية المحاف المحدة المحلوم المحدة المحدة المحدة المح

(4) All all the first of the destance of the particular processes and the construction of the construct

計画的ないもの。

(1) ##\$##\$\$2 (1) A (4) (4) (4)

all cappions and a rise

· sub subscience inclusion

医肾盂囊 轴上的放大器 计正式输行机 动脉的 网络

Contraction and an end and the section of



#### Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### **POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint William L. Parker of MIAMI

Florida , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie c Letreauet

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

#### ANTI – KICKBACK AFFIDAVIT

STATE OF	Florida	)
COUNTY C	F Monroe	: SS )

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: Matah Persaud, CEO

Sworn and subscribed before me this5thday ofJanuary, 2022	, <del>2021</del> .
---	---------------------

22

NOTARY PUBLIC, State of Florida at Large Katheun A. Snut

My Commission Expires:

Kathleen A. Smith Commission # GG209716 Expires: April 22, 2022 Bonded thru Aaron Notary

ITB 21-010

#### **NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA ) : SS COUNTY OF MONROE )

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

By:

Matah Persaud, CEO

Sworn and subscribed before me this

day of January, 2022 5th 2021.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Kathleen A. Smith Commission # GG209716 Expires: April 22, 2022 Bonded thru Aaron Notary

23

CITY OF KEY WEST OIL AND GAS WASTE STATIONS NON-COLLUSION AFFIDAVIT

ITB 21-010

#### 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 Bid for \_\_\_\_\_ City of Key West Oil & Gas Waste Stations
- 2. This sworn statement is submitted by <u>Marino Construction Group, Inc.</u> (Name of entity submitting sworn statement)

whose business address is 7025 Shrimp Road, #2E, Key West, FL 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0823279

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

signing this sworn statement <u>N/A</u>

3. My name is <u>Matah Persaud</u> (Please print name of individual signing)

and my relationship to the entity named above is <u>as CEO</u>

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, 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.

ITB 21-010

CITY OF KEY WEST OIL AND GAS WASTE STATIONS PUBLIC ENTITY CRIMES

- 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).

<u>X</u> 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.)

25

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) January 5, 2022

(Date)

STATE OF Florida

COUNTY OF Monroe

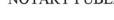
PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this <u>5th</u> day of <u>January</u>, 2022 , 2021.

My commission expires:

NOTARY PUBLIC





Kathleen A. Smith Commission # GG209716 Expires: April 22, 2022 Bonded thru Aaron Notary

#### **INDEMNIFICATION**

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

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

CONTRACTOR:	Marino Construction Group, Inc.	SEAL:	1. 141 1.
	7025 Shrimp Road, #2E, Key West, F Address	L 33040	
	Matah Persaud Print Name		
	CEO Title		
DATE:	January 05, 2022		
ITB 21-010	27	CITY OF KEY WEST OIL	AND GAS WASTE STATIONS

INDEMNIFICATION

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

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

- Principle address as registered with the FL Department of State located within 30 miles of the boundaries a. 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.
- Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its b. boundaries.
- Having paid all current license taxes and any other fees due the city at least 24 hours prior to the c. publication of the call for bids or request for Bids.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798 .
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798 .

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

Business Name Marino Construction Group, Inc.	Phone: <u>305-359-5269</u>
Current Local Address: <u>7025 Shrimp Rd., #2E, Key</u> (P.O Box numbers may not be used to establish status	
Length of time at this address: 2 years & 10 months	
full	Date:January 05, 2022
Signature of Authorized Representative	
STATE OF_Florida	COUNTY OF Monroe
The foregoing instrument was acknowledged before n	ne this <u>5th</u> day of January, 2022, 2 <del>021.</del>
By Matah Persaud	, ofMarino Construction Group, Inc.
(Name of officer or agent, title of officer or agent)	(Name of corporation acknowledging)
or has produced identification	as identification
(Type of identification)	
	Jahlen A. Shit
	Signature of Notary Kathleen A. Smith
	Commission # GG209716 Expires: April 22, 2022
Return Completed form with	Print Print Stenned and Astrin Volant
Supporting documents to:	Not Notar
City of Key West Purchasing	Title or Rank
	28
ITB 21-010	CITY OF KEY WEST OIL AND GAS WASTE STATIONS

LOCAL VENDORS FORM

#### EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF <u>Florida</u> ) : SS COUNTY OF <u>Monroe</u> )

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

By:

Matah Persaud, CEO

Sworn and subscribed before me this

\_\_\_\_\_\_ Day of \_\_\_\_\_\_, 2022.\_\_\_, 2021-

NOTARY PUBLIC, State of <u>Florida</u> at Large

My Commission Expires:



Kathleen A. Smith Commission # GG209716 Expires: April 22, 2022 Bonded thru Aaron Notary

CITY OF KEY WEST OIL AND GAS WASTE STATIONS DOMESTIC PARTNERSHIP

#### **CONE OF SILENCE AFFIDAVIT**

STATE OF Florida ) : SS COUNTY OF Monroe )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of <u>Marino Construction Group, Inc.</u> 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.

Sworn and subscribed before me this

5th	Day of _ <sup>_</sup>	anuary, 202	.2.	, <del>2021</del> .
n	fit		$\geq$	
Matah Pe	rsaud, CEO			
Kat	PUBLIC, St	A.8	orida M	at Large
	<i>2</i> p	ALL		Kathleen A. Smith Commission # GG209716 Expires: April 22, 2022 Bonded thru Aaron Notary

ITB 21-010

#### **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.	[X]
2.	All blank spaces in Bid filled in, using black ink.	[ X]
3.	Total and unit prices added correctly and attached Schedule of Values	[ X ]
4.	Addenda acknowledged.	[X]
5.	Subcontractors are named as indicated in the Bid.	[X]
6.	Experience record included.	[X ]
7.	Bid signed by authorized officer and notarized.	[X]
8.	Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.	[X]
<b>9</b> .	Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.	[X]
10.	Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.	[X]
11.	BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid.	[X]
12.	Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.	[X ]

# PART 2

## **CONTRACT FORMS**

#### **CONTRACT**

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021,

by and between the CITY OF KEY WEST, hereinafter called the "Owner", and\_\_\_\_\_

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB 21-010 CITY OF KEY WEST OIL AND GAS WASTE STATIONS, Key West, Florida to the extent of the Bid made by the Contractor, dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2021, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

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

The Contractor agrees to complete the work within <u>365 days</u> and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

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

It is agreed that the Contract, based upon the BID, 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 \$1,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

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

33

ITB 21-010

CITY OF KEY WEST OIL AND GAS WASTE STATIONS

relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORs in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

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

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this \_\_\_\_\_\_ day of \_\_\_\_\_\_,2021, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

By:	<u>(Seal)</u>
	Attest
SURETY By	(Seal)
	Attest

IN WITNESS WHEREOF, we, the parties he	ereto, each herewith subscribe the same this
Day of	, A.D., 2021.
CITY OF KEY WEST	
By	Attest
Title <u>City Manager</u>	
CONTRACTOR	
By	Attest
Title	

#### FLORIDA PERFORMANCE BOND

BOND	MA		
DUND	INU.		

AMOUNT: \$\_\_\_\_\_

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

255.05,\_\_\_\_\_

with offices, at \_\_\_\_\_

hereinafter called the CONTRACTOR, (Principal), and \_\_\_\_\_

with offices, at \_\_\_\_\_

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its \_\_\_\_\_, hereinafter called the City (Obligee), in the sum of:

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

#### THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated \_\_\_\_\_\_,2021, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids),

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

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

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

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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of \_\_\_\_\_\_,2021, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

<u></u>	
By:	(Seal)
	Attest
SURETY	
By	(Seal)
	Attest

#### FLORIDA PAYMENT BOND

BOND NO\_\_\_\_\_

AMOUNT: \$\_\_\_\_\_

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

255.05, \_\_\_\_\_

with offices at \_\_\_\_\_

hereinafter called the CONTRACTOR, (Principal), and

with offices at \_\_\_\_\_

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its \_\_\_\_\_, hereinafter called the City (Obligee), in the sum of:

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

#### THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

#### CITY OF KEY WEST OIL AND GAS WASTE STATIONS

attached hereto, with the CITY, dated \_\_\_\_\_\_, 2021, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the permit form, coral



Additional Information

CONTRACTS ON HAND							
Name of Project Owner Value							
Quarry Apartments – Phase III	Quarry Big Coppitt III, LTD.	\$12,863,642.00					
1305 Atlantic Street Residence	S & S Bolozky Realty	\$1,068,897.00					
1306 Laird Street	Scott Bolozky	\$131,428.00					
Quarry Storage	Big Coppitt Storage, LTD.	\$5,017,646.00					
Wahlburgers - Grand Rapids	Wahlkey LLC	\$1,510,791.00					
520 Duval Street	KW 520 Duval LLC	\$307,320.00					
Wrecker's Cay	Wrecker's Cay Apts. At Stock Island, LLC	\$2,502,147.00					
Marathon Airport Terminal Re-Roof	Monroe County BOCC	\$1,888,375.00					
Marathon Airport Hangars	Monroe County BOCC	\$499,950.00					
Eastwinds Apartments – Marathon	Marathon Housing Association, LTD	\$2,248,183.00					
The Studios of Key West	Studios of Key West, Inc.	\$367,635.00					
Great Lakes Coffee Shop	GLC Key West, LLC	\$193,850.00					
Monroe County Historic Jail	Monroe County BOCC	\$234,000.00					
Monroe County School District	Monroe County School District	\$159,282.00					
Seahorse Village – Big Pine Key	Rural Neighborhoods	\$1,915,310.00					
Wahlburgers – Columbus, OH	Wahlkey LLC	\$1,252,211.00					

.



CONSTRUCTION GROUP

#### Similar Projects List

Marty's Place	1515 Bertha Street, Key West	Affordable Housing	
Quarry I	Big Coppitt Key	Apartment Buildings	
Quarry II	Big Coppitt Key	Apartment Buildings	
Quarry III	Big Coppitt Key	Apartment Buildings	
Wrecker's Cay	Stock Island	Apartment Buildings	
Private Residence	1305 Atlantic Blvd.	New Build	
Private Residence	48 Sunset Key Drive	New Build	
Private Residence	3 Sunset Key Drive	New Build	
Private Residence	824 Shaver's Lane	New Build	
Private Residence	10 Ventana Lane	New Modular	



#### **Background and Experience**

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

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

Ron DeSantis, Governor

Halsey Beshears, Secretary

dopr

### STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

## MARINO, MICHAEL JAMES

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

LICENSE NUMBER: CGC021647

**EXPIRATION DATE: AUGUST 31, 2022** 

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



#### 2020 / 2021 MONROE COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2021**

RECEIPT# 30140-105410 Business Name: MARINO CONSTRUCTION GROUP INC 7025 SHRIMP RD STE 2E MICHAEL J MARINO PRES Business Location: KEY WEST, FL 33040 Owner Name: Mailing Address: PO BOX 1706 Business Phone: 305-359-5269 CONTRACTOR (GENERAL ) KEY WEST, FL 33041 Business Type:

> 20 Employees

> > STATE LICENSE: CGC021647

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	50.00	3.75	0.00	0.00	53.75

Paid 000-20-00008284 11/25/2020 28.75

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

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

#### MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2021

RECEIPT# 30140-105410 Business Name: MARINO CONSTRUCTION GROUP INC 7025 SHRIMP RD STE 2E Business Location: KEY WEST, FL 33040 Owner Name: MICHAEL J MARINO PRES 305-359-5269 Business Phone: Mailing Address:

PO BOX 1706 KEY WEST, FL 33041

CONTRACTOR (GENERAL) Business Type:

Employees

20

STATE LICENSE: CGC021647

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	50.00	3.75	0.00	0.00	53.75

Paid 000-20-00008284 11/25/2020 28.75

# State of Florida Department of State

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

The document number of this corporation is P97000092251.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 29, 2020, and that its status is active.

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



Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of April, 2020

Secretary of State

Tracking Number: 0714899306CU

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

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



Department of State / Division of Corporations / Search Records / Search by Entity Name /

#### Detail by Entity Name

Florida Profit Corporation MARINO CONSTRUCTION GROUP, INC.

**Filing Information** 

Document Number	P97000092251
FEI/EIN Number	65-0823279
Date Filed	10/27/1997
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/20/2019
Event Effective Date	NONE
Principal Address	
824 Shavers Lane KEY WEST, FL 33040	
Changed: 01/13/2015	
Mailing Address	
PO BOX 1706	
KEY WEST, FL 33041	
Changed: 11/11/2010	
Registered Agent Name & A	Address
MARINO, MICHAEL J	
824 Shavers Lane	
KEY WEST, FL 33040	
Address Changed: 01/13/2	2015
Officer/Director Detail	
Name & Address	
Title DPST	
MARINO, MICHAEL J 824 Shavers Lane KEY WEST, FL 33040	

Title SV

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

Title CEO

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

#### Annual Reports

Report Year	Filed Date
2020	01/29/2020
2021	01/28/2021
2021	03/01/2021

#### Document Images

03/01/2021 AMENDED ANNUAL REPORT	View image in PDF format
01/28/2021 ANNUAL REPORT	View image in PDF format
01/29/2020 ANNUAL REPORT	View image in PDF format
05/20/2019 Amendment	View image in PDF format
02/14/2019 ANNUAL REPORT	View image in PDF format
05/09/2018 ANNUAL REPORT	View image in PDF format
01/09/2017 ANNUAL REPORT	View image in PDF format
01/25/2016 ANNUAL REPORT	View image in PDF format
01/13/2015 ANNUAL REPORT	View image in PDF format
01/15/2014 ANNUAL REPORT	View image in PDF format
01/24/2013 ANNUAL REPORT	View image in PDF format
01/10/2012 ANNUAL REPORT	View image in PDF format
01/10/2011 ANNUAL REPORT	View image in PDF format
11/11/2010 REINSTATEMENT	View image in PDF format
01/08/2009 ANNUAL REPORT	View image in PDF format
04/07/2008 Name Change	View image in PDF format
02/14/2008 ANNUAL REPORT	View image in PDF format
02/15/2007 ANNUAL REPORT	View image in PDF format
03/13/2006 ANNUAL REPORT	View image in PDF format
01/29/2005 ANNUAL REPORT	View image in PDF format
03/25/2004 ANNUAL REPORT	View image in PDF format
01/16/2003 ANNUAL REPORT	View image in PDF format
05/07/2002 ANNUAL REPORT	View image in PDF format
05/01/2001 ANNUAL REPORT	View image in PDF format
08/22/2000 ANNUAL REPORT	View image in PDF format
02/19/1999 ANNUAL REPORT	View image in PDF format
11/25/1998 REINSTATEMENT	View image in PDF format
10/27/1997 Domestic Profit Articles	View image in PDF format