

## 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; Non-Collusion Affidavit; Scrutinized Companies List Certification; Proof of Required Insurance ☒

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## **BID FORM**

To: City of Key West, Florida  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: **EXTERIOR SIGNAGE SYSTEM  
KEY WEST HISTORIC SEAPORT**  
Project No.: ITB #22-009

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

Company Name: KENCO SIGN & AWNING L.L.C.  
Contact Name & Telephone #: RAYMOND WEBB 386-672-1590  
Email Address: leda@therest1@gmail.com

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

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

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

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

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

### **GENERAL INSURANCE REQUIREMENTS**

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

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

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

#### SPECIFIC INSURANCE COVERAGES AND LIMITS

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

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

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Workers' Compensation Employer's Liability	Florida Statutory Requirements \$100,000.00 Limit Each Accident \$500,000.00 Limit Disease Aggregate \$100,000.00 Limit Disease Each Employee
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If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.



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

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

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

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

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

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

Bodily Injury	\$300,000.00 Limit Each Accident
Property Damage Liability	\$200,000.00 Limit Each Accident

or

Bodily Injury &	
Property Damage Liability	\$300,000.00 Combined Single Limit Each Accident

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

#### **SURETY AND INSURER QUALIFICATIONS**

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

#### **START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within **one hundred-eighty (180) calendar days**, including construction of the foundation and assembly of the structure.

#### **LIQUIDATED DAMAGES**

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated

damages shall be paid to the Owner at the rate of **\$500.00** per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be 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, 2, 3, \_\_\_\_\_. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

LUMP SUM WORK ITEMS

The Proposal for the work is to be submitted on lump sum basis. All items required to complete the work specified but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on work actually performed by the Contractor, as specified in the Contract Documents.

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 individual lump sum amounts. The Bidder agrees that the lump sum pricing include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

\* \* \* \* \*



KENC SIG-01

ROBERTSD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2022

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

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

<b>PRODUCER</b> Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	<b>CONTACT NAME:</b> Tanesha McFadden
	<b>PHONE (A/C, No, Ext):</b> (321) 257-7974 <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> Tanesha.McFadden@ioausa.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Kenco Sign and Awning, LLC; LED Partners Florida, LLC 1539 Garden Avenue Holly Hill, FL 32117	<b>INSURER A:</b> Evanston Insurance Company <b>NAIC #</b> 35378
	<b>INSURER B:</b> Auto-Owners Insurance Company <b>18988</b>
	<b>INSURER C:</b> LUBA Casualty Insurance Company <b>12472</b>
	<b>INSURER D:</b> XL Specialty Insurance Company <b>37885</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3AA476889	5/16/2022	5/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4213596702	5/13/2022	5/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3079510	5/16/2022	5/16/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Aggregate \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC307-0123721-2021A	11/16/2021	11/16/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			UM00076593MA22A	5/16/2022	5/16/2023	Scheduled Equip. 117,932
D	Equipment Floater			UM00076593MA22A	5/16/2022	5/16/2023	Rented/Leased 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Excluded Officer: Raymond Webb

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*R. Sean Ditzgen Jr.*

City of Key West  
PO Box 1409 (1300 White St.)  
Key West, FL 33041

ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN A WRITTEN CONSTRUCTION  
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT  
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

#### **5. Our Right to Recover Payments**

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**Schedule**

Any person or organization that you perform work for that is liable for an injury, covered by this policy that prior to the injury has a written contract requiring a waiver of our right to recover from them.

**Named Insured:** KENCO SIGN AND AWNING, LLC

**Legal Address:** 1539 GARDEN AVE  
HOLLY HILL, FL 32117

**Certificate Holders Name:** BLANKET WAIVER  
JOB: BLANKET WAIVER

**Duration of Job: Beginning Date:** 4/1/2022

**Expiration Date:** 11/16/2022

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

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

Endorsement Effective 4/1/2022 12:01 AM

Policy No. WC307-0123721-2021A

Endorsement No. 2

Insured KENCO SIGN AND AWNING, LLC

Premium \$0

Insurance Company LUBA CASUALTY INSURANCE

Countersigned by





# **AIA® Document A310™ – 2010**

## **Bid Bond**

### **CONTRACTOR:**

*(Name, legal status and address)*

Kenco Sign & Awning, LLC  
1539 Garden Avenue  
Holly Hill, FL 32117

### **SURETY:**

*(Name, legal status and principal place of business)*

Capitol Indemnity Corporation  
2121 North California Blvd., Ste. 300  
Walnut Creek, CA 94596

### **OWNER:**

*(Name, legal status and address)*

The City of Key West  
Office of City Clerk  
1300 White Street, Key West, FL 33040

**BOND AMOUNT:** FIVE PERCENT OF THE BID AMOUNT (5% OF BID AMT)

### **PROJECT:**

*(Name, location or address, and Project number, if any)*

Project: Multiple Exterior Signs for Key West Seaport District

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and

# CAPITOL INDEMNITY CORPORATION POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

MICHAEL D LAPRE; DEBORAH M MCGUCKIN; KEVIN P SHINE; JAREN MARX; ESTEBAN FLORES; R.M. FRIEDIK  
YVONNE WEATHERFORD; PHILLIP SIMONS; COLLEEN E. WATSON; ARTYCE JOHNSON; SORNCHAI CHANSILA  
BELINDA JOHNSON; MICHAEL SIMONS; MICHELLE L. ELDRIDGE; J.C. SHIVELY

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$2,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company 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 or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

*RJ Byrnes*  
 Ryan J. Byrnes  
 Senior Vice President,  
 Chief Financial Officer and Treasurer

*Suzanne M Broadbent*  
 Suzanne M. Broadbent  
 Assistant Secretary



CAPITOL INDEMNITY CORPORATION

*John L. Sennott, Jr.*  
 John L. Sennott, Jr.  
 Chief Executive Officer and President

STATE OF WISCONSIN }  
 COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*

David J. Regele  
 Notary Public, Dane Co., WI  
 My Commission Is Permanent

STATE OF WISCONSIN }  
 COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 21st day of October, 2022



*Andrew B. Diaz-Matos*

Andrew B. Diaz-Matos  
 Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 01-2020)

provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of October, 2022

Kelly Mindorf  
(Witness)

Kenco Sign & Awning, LLC  
(Contractor as Principal) (Seal)

Raymond M. M...  
(Title)

Capitol Indemnity Corporation  
(Surety) (Seal)

Michelle L. Eldridge  
(Title) Michelle L. Eldridge Attorney-In-Fact

SURETY

NFP Property & Casualty Service Inc. whose address is  
17100 N. 67th Ave. Suite 700 Glendale, Arizona 85308  
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

KENCO SIGNAWNING L.L.C. doing business at  
1539 BARDEN AVE. HOLLY HILL, ALA. 32117  
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

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

Name	Title
<u>RAYMOND WEBB</u>	<u>PRESIDENT / CONTRACTOR</u>
_____	_____
_____	_____
_____	_____
_____	_____



**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 of Ordinances Section 2-798  
☐ Qualifies as a local vendor pursuant to Code of 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

Phone:

Current Local Address:

Fax:

(P.O. Box numbers may not be used to establish status)

Length of time at this address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent)      Name of corporation acknowledging)  
or has produced \_\_\_\_\_ as identification  
(type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

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



## VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name:	KENCOSIGNAWNING L.L.C.		
Vendor FEIN:	455041877		
Vendor's Authorized Representative Name and Title:	RAYMOND WEBB PRES.		
Address:	1539 GARDEN AVE.		
City:	Holly Hill	State:	ALA.
		Zip:	32117
Phone Number:	386-672-1590		
Email Address:	LEDpartnersFL@gmail.com		

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

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

Certified By:	RAYMOND WEBB	PRESIDENT
	Print Name	Print Title

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Raymond Webb

**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 ITB# 22-09  
EXTERIOR SIGN SYSTEM / KEY WEST HISTORIC SEAPORT
2. This sworn statement is submitted by KENCOSIGN DAWNING L.L.C.  
(name of entity submitting sworn statement)  
whose business address is 1539 GARDEN AVE.  
HOLLY HILL, FLA. 32117  
and (if applicable) its Federal Employer Identification Number (FEIN) is 455041877

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

3. My name is RAYMOND WEBB  
(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
- 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.

## 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: KENCO SIGN & AWNING Ltd. SEAL:

Address

Signature

Print Name

Title

DATE:

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:

SOUTHERNMOST SIGN SERVICE  
Name  
913 EATON ST, KEY WEST FLA. 33040  
Street City State Zip

Name  
READY MIX CONCRETE CO.  
Street City State Zip

UNKNOWN  
Name  
\_\_\_\_\_  
Street City State Zip

Name  
\_\_\_\_\_  
Street City State Zip

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
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 24<sup>th</sup> day of Oct. 2022.

(SEAL)

KENLO SIGN & DRAWING  
Name of Corporation LLC,

By Raymond M. M.

Title PRESIDENT

Attest Raymond M. M.  
Secretary





**PORT & MARINE SERVICES**

201 William Street

Key West, FL

33040

**ADDENDUM NO. 1**

**EXTERIOR SIGNAGE SYSTEM  
KEY WEST HISTORIC SEAPORT  
ITB #22-009**

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:

**MANDATORY PRE-BID MEETING:**

1. Mandatory Pre-Bid for Tuesday September 27, 2022, at 2:30pm has been canceled due to the impending weather event. The meeting has been rescheduled to Tuesday October 4, 2022, at 2:30pm.

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.

Raymond M. M. M.  
Signature

KEY SIGN FARMING LLC  
Name of Business



**PORT & MARINE SERVICES**

201 William Street  
Key West, FL  
33040

**ADDENDUM NO. 2**

**EXTERIOR SIGNAGE SYSTEM  
KEY WEST HISTORIC SEAPORT  
ITB #22-009**

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:

**MANDATORY PRE-BID MEETING and BID OPENING:**

1. Mandatory Pre-Bid for Tuesday October 4, 2022, at 2:30pm has been canceled and rescheduled to Tuesday October 11, 2022, at 2:30pm.
2. Bid Opening for Wednesday October 19, 2022, at 3:30pm has been canceled and rescheduled to Wednesday October 26, 2022, at 3:30pm.
3. Requests for Information (RFI) to be received no later than Wednesday October 19, 2022. All RFI's to be submitted, in writing to Deputy Port and Marine Services Director.

All other elements of the Contract and Bid documents shall remain unchanged. All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name of Business



**PORT & MARINE SERVICES**

201 William Street  
Key West, FL  
33040

**ADDENDUM NO. 3**

**EXTERIOR SIGNAGE SYSTEM  
KEY WEST HISTORIC SEAPORT  
ITB #22-009**

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:

**GENERAL NOTES:**

1. Mandatory Pre-Bid sign-in sheet attached.

**QUESTIONS and CLARIFICATIONS:**

1. Per the meeting of 10-11-22 – Footer detail – “Drill Shaft or Spread” Direct bury or steel imbed?

**Concrete foundation to designed by the sign fabricators Florida Licensed Engineer**

2. Post material – “Greenheart or Gun Barrels”?

**Provide post material as specified**

3. For ST-A All maps & Add panels to be supplied from Southernmost Signs – is the city buying these direct or are we to purchase them?

---

**Contractor responsible for contracting with Southernmost Signs**

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4. Will MOT be required or will the city allow cones & Barricades around work sites.

**If contractor intends working within the right-of-way MOT would be required. Cones and barricades are adequate for use on Seaport property.**

5. Will daytime work hours per permitted?

**Yes, daytime work hours are permitted**

6. Will Parking spaces be blocked off to all for installation?

**Parking spaces may be blocked for installation at entrance of parking lots**

7. Can you furnish preferred "Knife Plate" / "Shoe Mount" details.

**Attachment to foundation or docks to be designed by the sign fabricators Florida Licensed Engineer**

8. For ST-A footer & support please furnish preferred Steel imbed detail.

**See response #7**

9. What material Samples will be required.

**Contractor to provide all finish material samples**

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. 3** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
Signature

  
Name of Business



# EXTERIOR SIGNAGE SYSTEM KEY WEST HISTORIC SEAPORT

ITB #22-009

Mandatory Pre-Bid Meeting SIGN-IN Sheet

OCTOBER 11, 2022

2:30 PM

NAME / COMPANY

CONTACT #

EMAIL

Karen Olson / City of Key West  
Steve McAlearney / City of Key West  
Joe Scarpelli / William Horn Architects

305-809-3803  
305-809-3793  
305-296-8302

[koslson@cityofkeywest-fl.gov](mailto:koslson@cityofkeywest-fl.gov)  
[smcalearney@cityofkeywest-fl.gov](mailto:smcalearney@cityofkeywest-fl.gov)  
[joe@wpornarchitect.com](mailto:joe@wpornarchitect.com)

Randy Elbridge / Creative Sign Designs

727-600-9999

[reldridge@ccreative-sign.com](mailto:reldridge@ccreative-sign.com)

Joe LaFond / Creative Sign Designs

727-301-9938

[jlafond@creativesigndesigns.com](mailto:jlafond@creativesigndesigns.com)

Tim Tychan / RATWEBB

286-527-6506  
321-2126453

[LED PARTNERS FL@GMAIL.COM](mailto:LED PARTNERS FL@GMAIL.COM)

Eric Sparr / Visual

954-520-7264

[Eric.Sparr@visual.com](mailto:Eric.Sparr@visual.com)

Vincent Gonzalez / Horsepower Electric

305-819-4060

[Mike@HorsepowerElectric.com](mailto:Mike@HorsepowerElectric.com)

Gerardo Betancourt / SHARPEX

305-797-0630

[Gerardo69@yahoo.com](mailto:Gerardo69@yahoo.com)

PATRICK LEVINS / Southernmost Signs

305-284-1877

[Signs@SouthernmostSigns.com](mailto:Signs@SouthernmostSigns.com)



LA91 PREVEE CITY OF SOUTH MIAMI







Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

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



LICENSE NUMBER: ES12001286

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](http://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.







# BUSINESS TAX RECEIPT

City of Holly Hill

1065 Ridgewood Ave

Holly Hill, FL 32117

386-248-9442 [www.hollyhillfl.org](http://www.hollyhillfl.org)

**EXPIRATION DATE: September 30, 2023**

**ISSUED TO:** KENCO SIGN AND AWNING LLC  
1539 GARDEN AVENUE

HOLLY HILL FL 32117-2109

**LICENSE YEAR:** 10/22-09/23

**LICENSE NUMBER:** 23-00020463

**FEE:** \$113.65

**DATE:** September 02, 2022

**COMMENTS:** MANUFACTURE & INSTALLATION OF SIGNAGE

**BUSINESS LOCATION:** 1539 GARDEN AVE

**BUSINESS OWNER:** WEBB, RAYMOND K

**VALID PROVIDING ALL STATE CERTIFICATION/REGISTRATION REQUIREMENTS ARE MET.**

## BUSINESS CLASSIFICATION

CODE	DESCRIPTION	AMOUNT PAID
23446	SIGN CONTRACTOR	66.15
00001	SIGN - POLE #1	0.25000 X 30.00 = 7.50
00100	FIRE INSPECTION	40.00000 X 1.00 = 40.00

- THIS DOCUMENT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS, PENALTY FOR FAILURE TO DO SO.
- TAX RECEIPT DOES NOT GUARANTEE JOB AND/OR WORK PERFORMANCE.
- BUSINESS MUST COMPLY WITH CITY ORDINANCES.



**LIST OF JOB REFERENCES**

**FLORIDA SHORES TRUCKING**

3220 FL-442, EDGEWATER, FL 32132

CONTACT: ED ALDRIDGE

PHONE: 386-428-0841

[eda19811@msn.com](mailto:eda19811@msn.com)

**HUDSON FURNITURE SHOWROOM, INC**

3290 W STATE ROAD 46 SANFORD, FL 32771

CONTACT: FRED HUDSON

PHONE: 386-451-9855

[fHUDSON@HUDSONSFURNITURE.COM](mailto:fHUDSON@HUDSONSFURNITURE.COM)

**SURETY BANK**

990 N WOODLAND BLVD. # 1, DELAND, FL 32720

CONTACT: RYAN JAMES

PHONE: 386- 734-1647

[rjames@mysuretybank.com](mailto:rjames@mysuretybank.com)

**ALPIZAR LAW**

1528 PALM BAY RD NE, PALM BAY, FL 32905

CONTACT: LEEANNE STANLEY

PHONE: 321-676-2511

[LeeAnne@alpizarlaw.com](mailto:LeeAnne@alpizarlaw.com)

**CITY OF APOPKA - RECREATIONS**

120 E MAIN STREET APOPKA, FL 32703

CONTACT: CYNTHIA EDWARDS

PHONE: 407-403-1640

[cedwards@apopka.net](mailto:cedwards@apopka.net)

**CITY OF SOUTH MIAMI**

CONTACT: AURELIO CARMENATES

6130 SUNSET DRIVE SOUTH MIAMI, FL 33143

PHONE: 305-403-2072

[ACarmenates@southmiamifl.gov](mailto:ACarmenates@southmiamifl.gov)

**HILLSBOROUGH COUNTY PUBLIC SCHOOLS**

PO BOX 3408

TAMPA, FL 33601

CONTACT: DANIEL STERMER

PHONE: 813- 635-1125

CONTACT: TONY MOORE

PHONE: 813-757-9399

[tony.moore@hcps.net](mailto:tony.moore@hcps.net)

**BROWARD COUNTY PUBLIC SCHOOLS**

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323

SUNRISE, FL 33351

CONTACT: JOE SPENCE

PHONE: 754-321-1534

[joe.spence@browardschools.com](mailto:joe.spence@browardschools.com)

**HARD ROCK HOTELS**

918 N ATLANTIC AVE

DAYTONA BEACH, FL 32118

CONTACT: ABBAS ABSULHUSSEIN

PHONE: 386-947-7300

[abbas@humphreyre.com](mailto:abbas@humphreyre.com)

**VAN WEZEL PERFORMING ARTS**

777 N TAMiami TRAILP

SARASOTA, FL 34236

CONTACT: DAVID BOSWELL

PHONE: 941-263-6448

[David.Boswell@sarasotaf1.gov](mailto:David.Boswell@sarasotaf1.gov)





## **Standard Warranty**

### **Signs & awnings manufactured and installed by Kenco Sign & Awning LLC:**

**Guarantee:** Seller warrants that the Display shall be free from defects in materials and workmanship for a period of 24 months from the date of delivery. For purposes of this warranty, materials are defined as the components of the Display including paints, inks, plastics, face materials, metal components, electrical components, neon tubes, incandescent and fluorescent lamps, and components of the supporting structure and foundation. Whether the workmanship or material is defective will be determined by the standard of commercial reasonableness regarding materials and workmanship in the sign & awning manufacturing industry.

Seller shall repair or replace free of charge any material or workmanship found to be defective during the first 24 months after the date of delivery. Seller shall have the option to select repair or replacement as the remedy.

The warranty does not cover the following:

- ◆ Damages or destruction from the elements, lightning, rain, wind, fire, earthquake or acts of God;
- ◆ Any part of the component which has been modified, in any way, other than by seller;
- ◆ Mercury filled neon tube effected by use in cold weather;
- ◆ Damage or destruction from misuse, abuse, vandalism, or malfeasance by others;
- ◆ Damage due to normal wear and tear;
- ◆ Purchaser fails to maintain the product;
- ◆ Products, materials or workmanship by others including but not limited to electronic message centers, time & temperature units and/or video displays;
- ◆ This warranty is not transferable to third parties

### **Product manufactured & delivered but not installed by Kenco Sign & Awning LLC:**

Product manufactured and delivered for installation by others will have a 90-day limited guarantee subject to the conditions listed above. The warranty does not include workmanship or materials provided by the installing company. Freight damages must be reported to the shipper for a claim within 48 hours.

Kenco Sign & Awning LLC is not responsible for procuring authorization for or reimbursing any person or corporation for warranty repairs not reported to and corrected by Kenco Sign & Awning LLC. All requests for warranty must be reported to our Sign Service Division at 386-672-1590. Do not call a local sign company as materials and workmanship provided by others will void all warranties.

Kenco Sign & Awning LLC expressly disclaims all other warranties, expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose.

#### Tab 4

##### Summary of Qualifications

Kenco Signs & Awning LLC experience, design, and commitment to quality make us the best choice as your sign company. Our competitive pricing enables us to fit into even the most conservative of budgets. Our services also include complete project management, engineering, verifying local ordinances, obtaining variances and permits, as well as sighting your signage in the most appropriate and effective areas. Kenco Sign & Awning LLC is a leader in manufacturing, servicing, and installation of on-site commercial advertising displays throughout the state of Florida.

- Owned and operated for 40+ years by Raymond Webb, owner & Florida state contractor with a qualifying state certified Electrical Sign Specialty (ES) license. With twenty employees, the office is in the Central Florida region located in Holly Hill, Florida or more widely known as Daytona Beach, Florida.
- Key Members:
  - A. Raymond Webb – Owner / Contractor – primary contact - a chief executive officer, ultimately responsible for making managerial decisions. Also, the state certified licensed sign contractor for all projects.
  - B. Kenny Webb - Operations Manager – oversees sales, day to day tasks, specific projects, scheduling, and installations.
  - C. Kelly Minott – Front Office - responsible for ensuring that customer service and administrative duties are performed efficiently. Handles all clerical duties in the office including permitting and accounting.
  - D. Noel Burge – Shop Foreman - Responsible for designing and fabricating traffic, general and specialty signs. Oversees inventory of materials and prepares specifications for related materials and supplies. Constructs a variety of metal objects. Responsible for: machining fabrication materials and components. Fitting, setting, and installing fabricated structures.
  - E. Duane Dewitt – Outside Foreman - Oversees the installation, maintenance, or removal of various types of signage, often for a specific company. Their duties may include transporting signs on large trucks or traveling to build extensions or replace light bulbs for signs with electric components.
- As an additional east coast community of Central Florida, nestled in between Jacksonville and Miami, northeast of Orlando conveniently located off the I-95 corridor makes us easily accessible to the City of Palm Bay.
- As a resident and business owner in the Central Florida region it provides a major advantage and because our projects have us traveling all over the state of Florida, we are familiar with most municipalities in Florida. As we currently service Palm Bay and Brevard County regularly, we are extremely familiar with that specific and surrounding area.

**CONE OF SILENCE AFFIDAVIT**

STATE OF FLA. )

: SS

COUNTY OF VOLUSIA )

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of KENDOSIGN & AWNING LLC, 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: Raymond Dunn

Sworn and subscribed before me this

24th day of Oct. 2022.

Kelly Minott

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7/4/2024



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF FLA. )

: SS

COUNTY OF MOULTRIE

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_  
KENCO SONG & ASSOCIATES L.L.C.  
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: Raymond Mun

Sworn and subscribed before me this 24<sup>th</sup> day of OCT 2022.

Kelly Minott  
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 7/4/2024

\* \* \* \* \*

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.)

Raymond Webb  
(signature)

10.24.22  
(date)

STATE OF Florida

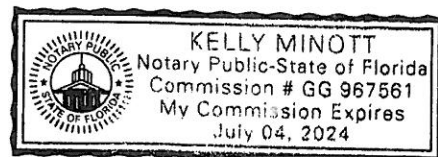
COUNTY OF Volusia

Raymond Webb PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
(name of individual signing) who, after first being sworn by me, affixed his/her

signature in the space provided above on this 24th day of October, 2022.

My commission expires:

Kelly Minott  
NOTARY PUBLIC





ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )

: SS

COUNTY OF VOLUNZIA)

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: Raymond/Minott

Sworn and subscribed before me this 24<sup>th</sup> day of OCT. 2022.

Kelly Minott  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

7/4/2024



\* \* \* \* \*

**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.

KENLO SIBANGAWINE  
By: Raymond HUNN

Sworn and subscribed before me this

24<sup>th</sup> day of October 2022

Kelly Minott  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7/4/2024



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

PERMITS	
005-540-73	POSTS TREATED
005-570-09	BLASS & BRONZE
018-906-38	GENERAL CONSTRUCTION
TEMPLATES/SIGNS	APPROX COST \$162,000. <sup>00</sup>

## BID SCHEDULE

### EXTERIOR SIGNAGE SYSTEM KEY WEST HISTORIC SEAPORT

#### LUMP SUM BID

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

#### 1. Mobilization, General/Supp Conditions and Demobilization

- |                             |   |      |                     |
|-----------------------------|---|------|---------------------|
| a. Mobilization             | 1 | each | \$ <u>10,000.00</u> |
| b. General/Supp. Conditions | 1 | each | \$ <u>10,000.00</u> |
| c. Demobilization           | 1 | each | \$ <u>10,000.00</u> |

1 LS (10% of Construction Cost Max.)

\$ 30,000.00

#### 2. Payment and Performance Bonds

1 LS

\$ 8,000.00

#### 3. Permit Fees (to be paid at cost)

1 LS

\$ 10,000.00

#### 4. Exterior Signage System (All materials including signage artwork for a complete signage system per attached drawings dated 5/4/2022)

1 LS

\$ 326,500.00

#### 5. Installation (Includes all labor, equipment, & materials for a complete product)

1 LS

\$ 30,000.00

#### 6. Permit Shop Drawings (as required for electrical work and foundation)

1 LS

\$ 4,000.00

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

1 LS

\$ 25,000.00

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

Total of lump sum items 1 – 7

*\$ 471,500.00*

*Four hundred Seventy One Thousand Five hundred dollars* Dollars & \_\_\_\_\_ Cents  
(amount written in words)

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

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

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